



RFP Document No.

GIPCL/SLPP/PH-I/R&M/PMC & ISC/24-25

25th October, 2024

REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2)



Gujarat Industries Power Company Ltd.

Surat Lignite Power Plant

At & Post : Nani Naroli

Taluka : Mangrol,

Dist: Surat, Pin 394110,Gujarat.

Landline: (02629) 261084

EPABX : 9909925399/400

Website : www.gipcl.com

Email: csjadeja@gipcl.com;

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Gujarat Industries Power Company Limited (GIPCL)

(Surat Lignite Power Plant - SLPP)

At : Nani Naroli, Taluka – Mangrol, Dist. Surat - 394110, Gujarat

Website: - www.gipcl.com



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ISSUED BY:

ADDITIONAL GENERAL MANAGER (O & M), SLPP

GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)

(Surat Lignite Power Plant - SLPP)

ON

25th October, 2024

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NOTICE INVITING TENDER (NIT)



Gujarat Industries Power Company Limited (GIPCL) (Surat Lignite Power Plant - SLPP)

At : Nani Naroli, Taluka – Mangrol, Dist. Surat - 394110, Gujarat

Website: - www.gipcl.com

“REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2)”

1.1 Gujarat Industries Power Company Limited (GIPCL) invites interested parties to participate in this Request for Proposal (this **“RFP”** or the **“Tender Documents”** or the **“Tender”**) for bidding and selection process for **REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2).**

1.2 Tender Documents may be downloaded from Web site <https://tender.nprocure.com> or <https://gipcltender.nprocure.com> (For view, download and on-line submission) and GIPCL website <https://www.gipcl.com> (For view & download only.)

Tender fee & EMD shall be paid along with submission to Tender Documents. All the relevant documents of Tender shall be submitted physically super scribing the envelope with Tender No. and Due Date by **Registered Post A.D. or Speed Post or Courier or by Hand Delivery** addressed to:

Shri C.S.Jadeja,
Addl. General Manager (O & M),
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited,
At : Nani Naroli, Taluka – Mangrol, Dist. Surat - 394110, Gujarat,

Table A: Important Dates

Sr. No.	Event	Date and time
i.	Date for upload of Original Tender (Document No. GIPCL/SLPP/PH-I/ R&M/PMC & ISC/24-25)	25 th October, 2024
ii.	Date and Time of Pre-bid Meeting /Briefing Meeting (Through Online Mode)	12 th November, 2024 This will be through online platform. Intimation /Link will be forwarded to Participating Bidder's authorized e mail address. (Bidder has to submit email address for sharing the link 3 days before Pre-Bid Meeting)
iii.	Online (e-tendering) Tender/Offer submission last date {This is mandatory}	22.11.2024 up to 17:30 Hrs.
iv.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory}	22.11.2024 up to 17:30 Hrs Venue: Gujarat Industries Power Company Limited (Surat Lignite Power Plant), At : Nani Naroli, Taluka – Mangrol, Dist. Surat - 394110, Gujarat.
v.	Bid Validity	Offers shall be valid for a period of One Hundred and Eighty (180) days from bid submission due date.
vi.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	Internal opening by GIPCL
vii.	Opening of Financial Bid	Internal opening by GIPCL
viii.	Completion schedule	As given in the Tender document
ix.	EMD Validity	180 days
x.	Queries regarding Pre- Bid meeting	One (01) Week before Pre Bid Meeting (to be submitted in writing)

Note: The above-mentioned dates are subject to amendment, in which case the Bidder is requested to refer amendments/Corrigendum.

Table B: Important Amounts

Sr. No.	Event	Amount (Rs.)
i.	Tender Fees (non-refundable)	<p>Rs.2,950/- (inclusive of applicable GST)</p> <p>Online payment gateway of company's website: www.gipcl.com (online Payment form) as per details mentioned @ Appendix-14 or by way of RTGS/NEFT/IFT.</p> <p>RTGS/NEFT/IFT details:</p> <ol style="list-style-type: none"> 1. Name of account holder: Gujarat Industries Power Co. Ltd. 2. A/c. No. 33514692834 3. Name of Bank State Bank of India Address of Bank Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110 4. IFSC code SBIN0013423 MICR code 394002513
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee or Online payment as per Procedure given in Appendix-14.	<p>Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand Only)</p> <p>Online payment gateway of company's website: www.gipcl.com (online Payment form) as per details mentioned @ Appendix-14 or by way of irrevocable Bank Guarantee in favour of "Gujarat Industries Power Company Limited" ONLY from the list of banks mentioned in Appendix – 9 or by way of RTGS/NEFT/IFT.</p> <p>RTGS/NEFT/IFT details:</p> <ol style="list-style-type: none"> 1. Name of account holder: Gujarat Industries Power Co. Ltd. 2. A/c. No. 33514692834 3. Name of Bank State Bank of India Address of Bank Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110 4. IFSC code SBIN0013423 MICR code 394002513
iii.	Security Deposit cum Performance Bank Guarantee	10% of Contract Value without taxes and duties

Note: In case of Online Payment is considered for Tender Fee or EMD, Bidder shall submit the proof of UTR No. in physical and online bid on or before last date of Bid submission.

IMPORTANT NOTES TO BIDDERS:

Timely submission of offer to GIPCL: In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted by **RPAD / speed post/ in person in sealed cover** only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. **Please note that Price Bid shall be submitted in Online Mode only.** Price Bid submitted in physical form shall not be considered.

No Tender shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and GIPCL does not assume any responsibility for late receipt of the Tender.

1. All interested parties are requested to understand this Tender in detail in order to comply with GIPCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work and minimum technical standards. If required, Bidder may visit the site. They shall strictly abide by ALL terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Owner to be considered for participation in this Project.
2. It is **mandatory** for all the Bidders to submit their **Financial Bid ONLINE only** via e-tendering portal.
3. **Technical Bid (Techno-commercial Bid)** to be submitted both in physical as well as soft copy (online). It is **mandatory** for all the bidders to submit their Technical Bid (Techno-commercial Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) shall be sent in Sealed Envelopes.

Technical Bid (Techno-commercial Bid) envelop shall be super scribed as:

"REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2) "

4. All the envelopes shall be addressed to:

**Shri C. S. Jadeja,
Addl. General Manager (O & M),
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited,
At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394 110, Gujarat.**

Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.

5. Tender fee (non-refundable) will be accepted through Online payment as per Procedure given as Appendix-14. Tender submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as "Tender Fee". Cheques are not acceptable.
6. Bidder(s) have to pay total EMD as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee in favour of "Gujarat Industries Power Company Limited" payable at Surat or online payment as per Procedure given as Appendix-14. The envelope for EMD should be super scribed as "EMD". Cheques are not acceptable.
7. **It is mandatory for all Bidders to submit their Price Bid (Appendix-11) only through on-line (e-tendering) mode. Price Bid submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation.** Bidders to note that Price Bid (Appendix-11) of only those Bidders shall be opened (On-line-tendering) who are found technically qualified and are found reasonably responsive to GIPCL's Tender terms and conditions and Scope of Work.
8. Any technical/commercial query pertaining to this Tender should be referred to:

Shri C. S. Jadeja
Addl. General Manager (O & M)
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited,
At & Post : Nani Naroli, Taluka : Mangrol, Dist: Surat,
Pin 394110, Gujarat
Landline : (02629) 261084
EPABX: 9909925399/400
Website : www.gipcl.com
Email: csjadeja@gipcl.com; slpprmleph1@gipcl.com

9. INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- i.) Tender documents are available only in electronic format and same can be downloaded from the website: <https://tender.nprocure.com> or <https://gipcltender.nprocure.com> and It can also be viewed from Company's website www.gipcl.com.
- ii.) Price bid should be submitted online through the website <https://gipcltender.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only.

- iii.) 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.
- iv.) 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 Info tower, S.G Road,
Bodakdev, Ahmedabad – 380054 (Gujarat, India).
Toll Free: 7359021663 Tel: 079-26857315/316/317
E-mail: nprocure@ncode.in, website: <https://tender.nprocure.com>

Or

(n) Code Solutions - A division of GNFC Ltd.
14th Floor, Tower One, Road 5C,
Zone 5, Gujarat International Finance Tec-City,
Gandhinagar, Gujarat 382355

10. GIPCL reserve the rights to accept/reject any or all Tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.
11. Interested bidders are requested to submit the online tender at least two days in advance from the due date set for online submission of bid in order to avoid nonparticipation in case of any technical issues (website and/or network) at last moments.

Yours faithfully,

For and behalf of Gujarat Industries Power Company Limited.

Shri C. S. Jadeja
Addl. General Manager (O & M)
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol,
Dist. Surat – 394110

DOCUMENTS CHECKLIST:

[Note: Document Checklist shall be attached with Appendix's of the Technical Bid]

Sr. No.	Document	Attached	For Official use
		Yes/No	
1	Complete sets of Bids (original)		
2	Signed RFP /Tender Documents		
3	Documentary Evidence as per Bidder Eligibility criteria		
4	Proof of Tender fee (UTR No.) transferred through online payment mode.		
5	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix-1: Format for Covering Letter		
6	Details of Bidder as specified in Appendix-2		
7	Details of Qualified Technical staff as specified in Appendix-3		
8	Declaration of compliance as per format prescribed in Appendix-4		
9	No Deviation Certificate as per format prescribed in Appendix-5.		
10	Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix-6		
11	Format of Summary of audited financial statements as per format prescribed in Appendix-7.		
12	Earnest Money Deposit (EMD) in the form of Bank Guarantee (as per Appendix-8(a)) or Online payment		
13	Format of declaration of eligibility as per format prescribed in Appendix-10.		
14	Attested copy of GST Registration Certificate of Bidder.		
15	Attested copy of Provident Fund Code of Bidder.		
16	Attested copy of PAN Card for Bidder.		
17	Unpriced Copy of Price Bid Format –duly signed as per format prescribed in Appendix-11		
18	Confidentiality Undertaking as per format prescribed in Appendix-12		
19	Copy of this RFP and amendments (if any) with sign and official seal on every page		
20	Soft copy of complete set of Techno commercial bid without price bid in Pen drive / DVD		

DISCLAIMER:

- A) The information contained in this Request for Proposal (“RFP”) or subsequently provided to Bidder(s), in documentary or in any other form, by or on behalf of GIPCL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- B) This RFP is not an agreement and is neither an offer nor invitation by GIPCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by GIPCL or their advisors or employees or agents, in relation to the R & M and LE Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for GIPCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.
- C. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- D. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- E. GIPCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with prequalification of Bidders for participation in the Bidding process.

- F. GIPCL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. GIPCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- G. The issuance of this RFP does not imply that GIPCL is bound to select and short-list prequalified Bids for Bid Stage (the “Bid Stage”) or to appoint the selected Bidder, as the case may be, for Project Management Consultancy (PMC) services and Implementation Support Consultant (ISC) for R & M and LE of SLPP Phase-I (2 x 125 MW, Unit – 1 & 2) and GIPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GIPCL or any other costs incurred in connection with or relating to its Bid proposal.

1 Definition and Interpretation

1.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as on the date of this Contract or thereafter.
- 1.1.2 “Bid” shall mean the bid submitted by the Bidder in response to the RFP/Tender Document No “GIPCL/SLPP/PH-I/R&M/PMC & ISC/24-25 Dated 25th October 2024” issued by the Company.
- 1.1.3 “Bidder” shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- 1.1.4 “CEA” means Central Electricity Authority (Government of India)
- 1.1.5 “CERC” means Central Electricity Regulatory Commission
- 1.1.6 “DGVCL” means Dakshin Gujarat Vij Company Limited
- 1.1.7 “Completion” means that the entire works have been completed as per the Scope of Work.
- 1.1.8 “Consultant/Contractor” shall mean Successful Bidder/Agency/Firm appointed to carry our work as per scope of work defined in this RFP and mutually agreed by both parties.
- 1.1.9 “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Company and LOI / LOA / WO issued by the Company for the work under this RFP and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.10 “Consultant’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for execution of work that are to be provided by the Consultant.
- 1.1.11 “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.12 “CTU” means Central Transmission Utility
- 1.1.13 “Day” means calendar day of the Gregorian calendar.
- 1.1.14 “DPR” Means Detailed Project Report
- 1.1.15 “PMC & ISC Consultant” which broadly comprises service for Project management Consultancy services and Implementation Support Consultancy services for Renovation & Modernization (R & M) and Life Extension (LE) activities of SLPP Phase-I (2 x 125 MW Unit- 1 & 2) as per RFP/Tender

Document No “GIPCL/SLPP/PH-I/R&M/PMC & ISC/24-25 Dated 25th October, 2024” issued by the Company.

- 1.1.16 “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent (LOI) / Letter of Award (LOA) / Work Order (WO) by the Company.
- 1.1.17 “GCC” means the General Conditions of Contract hereof.
- 1.1.18 “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any subdivision or instrumentality thereof, central, state, or local, having jurisdiction over the Consultant, the Facility, or the performance of all or any of the services, obligations or covenants of Consultant under or pursuant to this Contract or any portion thereof.
- 1.1.19 “GIPCL” means Gujarat Industries Power Company Limited
- 1.1.20 “GUVNL” means Gujarat Urja Vikas Nigam Limited
- 1.1.21 “GERC” means Gujarat Electricity Regulatory Commission
- 1.1.22 “Government Body” means any federal, state, country or local agency, department, commission, authority, court, or tribunal and any successor thereto, of competent jurisdiction, exercising executive, legislative, judicial, or administrative functions of or pertaining to government.
- 1.1.23 “GETCO” means Gujarat Energy Transmission Corporation
- 1.1.24 “LOA” means Letter of Award
- 1.1.25 “LOI” means Letter of Intent
- 1.1.26 “LE” means Life Extension
- 1.1.27 “Month” means calendar month of the Gregorian calendar.
- 1.1.28 “MNRE” means Ministry of New and Renewable Energy, Government of India
- 1.1.29 “MOP” means Ministry of Power (Govt. of India)
- 1.1.30 “Owner” means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.31 “Owner’s Representative” means the person appointed by the Company in the manner provided in the RFP hereof and named to perform the duties delegated by the Company.
- 1.1.32 “O & M” means Operation and Maintenance
- 1.1.33 “PFR” means Pre-feasibility Report
- 1.1.34 “R & M” means Renovation & Modernization
- 1.1.35 “R & M and LE” means Renovation & Modernization and Life Extension
- 1.1.36 “Prudent Utility Practices” means those practices, methods, techniques and standards, that are generally accepted for use in R & M and LE Consultancy services taking into account conditions in India.
- 1.1.37 “RFP document” shall mean the bidding document issued by the Company including all attachments vide RFP No. “GIPCL/SLPP/PH-I/R&M/PMC & ISC/24-25 Dated 25th October, 2024”.
- 1.1.38 “Site” means the Plant / land and other places upon which the works are to be carried out and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.39 “RLA” means Residual Life Assessment.

- 1.1.40 “SLPP” means Surat Lignite Power Plant (4 x 125 MW Units)
- 1.1.41 “SLPP Phase – 1” means Surat Lignite Power Plant Units – 1 & 2 (2 x 125 MW)
- 1.1.42 “STU” means State Transmission Utility
- 1.1.43 “Subcontractor”, including vendors, means any person to whom execution of any part of the work, is sub-contracted directly or indirectly by the Consultant, and includes its legal successors or permitted assigns.
- 1.1.44 “Successful Bidder” means the bidder who has been awarded the Contract and described as Consultant for providing Project Management Consultancy services and Implementation Support Consultancy services for Renovation & Modernization (R & M) and Life Extension (LE) of SLPP phase – 1(2 x 125 MW Unit - 1 & 2)”.
- 1.1.45 “WO” means Work Order
- 1.1.46 “WPR” means weekly progress report.
- 1.1.47 “Zero Date” shall mean the date of issuance of Letter of Intent (LOI) / Letter of Award (LOA) / Work Order by the Company.

1.2 Interpretations

- 1.2.1 **Language:** Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 1.2.2 **Singular and Plural:** The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 1.2.3 **Headings:** The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 **Persons:** Words importing persons or parties shall include firms, corporations and government entities.
- 1.2.5 **Men:** The word ‘Men’ in this RFP shall mean all genders i.e. male, female and others.
- 1.2.6 **Entire Agreement:** The Contract constitutes the entire agreement between the Company and Consultant /Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Consultant shall carry out work in accordance with the decision of the Adjudicator.

1.2.7 **Amendment:** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

1.2.8 **Independent Consultant:** Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed.

- i. All employees, representatives or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company.
- ii. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Consultant and the Company shall not be responsible for any claims at any time by the Consultant in relation to the sub-contractor.

1.2.9 **Non-Waiver**

- i. Subject to Clause 1.2.9 (ii) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- ii. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.10 **Severability:**

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

2 Introduction

2.1 About GIPCL

GIPCL (the “Company”) was incorporated in 1985 as Public Limited Company and engaged in business of Electrical Power Generation. The total present capacity of Vadodara (310 MW Gas based + 1 MW Solar + 112.4 MW Wind), Surat Lignite Power Plant (SLPP) (500 MW Lignite based + 5 MW Solar + 1 MW Solar) and Gujarat Solar Park (80 + 75 MW Solar) and 100 MW Solar at Radhanesda plants is 1184.4 MW. The company is having its registered office at Post: Ranoli-391350, Vadodara, Gujarat.

The Company commissioned first power project; a 145 MW gas based Combined Cycle Power Plant in February, 1992 at Vadodara. The Company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November, 1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

GIPCL commissioned 250 MW (SLPP Phase-I: 2x125 MW) Lignite based Power Plant- Surat Lignite Power Plant (SLPP) at Nani Naroli, Taluka- Mangrol, District- Surat in November, 1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. SLPP Phase-I is in Commercial operation since 15 February, 2000 and completed more than 22 years of operation, The Company also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant and captive Lime Stone Mines near Vastan Mines. SLPP Phase-II: 250 MW (2 x 125 MW) entered commercial operation from April 2010.

GIPCL commissioned 112.4 MW Wind Power Projects in the State of Gujarat.

GIPCL is in the business of solar power since 2012 and 5 MW photovoltaic Grid connected Solar Power Plant commissioned at Vastan Mines of Surat Lignite Power Plant in January 2012. GIPCL has also commissioned 1 MW Distributed Solar Pilot Project at two locations, (i) Village: Amrol, Anand and (ii) Village: Vastan, Taluka: Mangrol in month of April-2016.

GIPCL has commissioned 2x40 MW (AC) Solar PV Project in the month of August-2017 and 75 MW (AC) Solar PV Power Project in the month of June-2019 at Gujarat Solar Park, Charanka and 100 MW (AC) Solar Project at Ultra Mega Solar Park, Village Raghnesda, Dist.: Banaskantha, Gujarat in Aug-2021.

The Company has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat. The Park Construction activity is under progress.

GIPCL’s 600 MW Solar Project at Khavda RE Park is under execution. 75 MW Group Captive Solar Project is also under execution near GIPCL-SLPP.

For detailed profile of company and past financial results, bidders may visit our website: www.gipcl.com.

2.2 Background about Renovation and Modernisation and Life Extension (R&M and LE)

Thermal power plant equipments are generally designed for a Plant and Equipment life of about 25 years of operation as these are working under high Temperature and Pressure leading to metallurgical deterioration of the metals after prolonged operation. Further, many equipment/ components become prematurely weak metallographically due to various operational stresses like frequent temperature and pressure excursions, full load tripping, frequent start and stops etc. and accordingly there is need to check the residual / remaining life of these components after about 20 years of life or 1,60,000 hours of operation lest it may result into serious failures and considerably affects Plant Availability and Reliability.

GIPCL-SLPP Phase-I (Unit-1&2, 2x125 MW) got commissioned in the year 1999. SLPP Phase-I has been in Commercial operation since Feb-2000. The Main Plant package (Boiler & Auxiliaries and Turbine & Auxiliaries) order was placed on BHEL. The Boilers supplied at SLPP are based on Circulating Fluidized Bed Combustion (CFBC) Technology with LLB design (Lurgi-Lentjes-Babcock, Germany). The Balance of Plant and Material Handling System (Lignite, Lime and Ash) was supplied by various reputed Manufacturers/Suppliers.

SLPP Phase-I (Unit-1 & 2: 2x125 MW) Units are in operation for more than 24 years and have completed more than 1,72,000 operating hours.

GIPCL had appointed a consultant for preparation of Detailed Project Report (DPR) for GIPCL-SLPP Phase-I (Unit 1 & 2) R&M and LE. DPR has been prepared considering following major factors:

- a) To address deterioration in Lignite quality as compared to design value
- b) To address Generic defects & Design deficiencies
- c) To improve the Plant Availability and Reliability
- d) To improve overall performance
- e) To reduce Plant outages and partial loading
- f) To meet PPA obligation for 30 years of operation
- g) To enhance Plant and Equipment Life by another 10 years beyond PPA duration

The Detailed Project Report (DPR) has already been prepared based on Plant and equipment conditions, various reports/documents like RLA reports, Energy Audit Reports, Other plant study reports, testing reports, site visits by consultant, OEM/ Manufacturer discussions etc. DPR has been submitted to GERC and GUVNL and based on GERC / GUVNL approval, R & M and LE works of GIPCL-SLPP Phase-I (Unit 1 & 2) shall be implemented.

In this context, GIPCL intends to appoint a consultant for PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SLPP PHASE –I (2 X 125 MW UNIT – 1 & 2) with complete scope of work, review of recommendations in DPR, engineering,

erection supervision, testing, performance evaluation of various packages, compilation of final project cost, cost-benefit analysis for submission to GUVNL/ GERC/CERC/CEA etc.

2.3 Existing GIPCL-SLPP Phase-I, Unit-1 & 2, Plant(s) Brief Description

GIPCL-SLPP Unit -1 & 2 (each of 125 MW CFBC unit) has CFBC technology utilizes the fluidized bed principle in which crushed lignite of around 10 mm size along with limestone (Powder) as sorbent are injected into the combustor. The particles are suspended in a stream of upwardly flowing air, which enters the bottom of the furnace through air distribution nozzles. The fluidizing velocity in circulating bed ranges from 4-7 m/s. The balance of combustion air is admitted above the bottom of furnace as secondary air. The firing temperature in combustor is maintained at around 850°C. Low combustion temperatures keep the thermally generated NOx under control while the SOx emissions are controlled by adding limestone. Limestone helps in retaining the sulphur present in fuel in form of calcium sulphate which is removed in solid form along with ash. CFBC boilers can burn wide variety of fuels having low quality, high ash & moisture content and low calorific value. The CFBC boilers are equipped only with ESP to meet the existing environmental norms. Unit #1 & #2 flue gas is evacuated through dedicated chimney. Plant capacity, resources, location and technical parameters details are as below:

SLPP-I Capacity	250 MW
Fuel	Lignite Coal
Fuel Source	Lignite as fuel from captive mine of Vastan and Mangrol-Valia according to fuel supply agreement.
Raw Water Source	River Tapi at Patna through 914 mm OD & 18 km long Mild Steel Spirally Welded pipe line.
Plant Configuration	2X125 MW with Circulating Fluidized Bed Combustion (CFBC) Boilers and STGs
COD Date	15 Feb 2000
Main Plant Package	M/s BHEL (CFBC Boiler Lurgi-Lentjes-Babcock Design, Turbine and Auxiliaries)
Status	Independent Power Producer (IPP) - Supplies power to GUVNL through Power Purchase Agreement
Units in Operation	More than 24 Years (>172000 Hours)
Location	Village Nani Naroli, Taluka: Mangrol, Surat -394110, Gujarat, India
Latitude / Longitude	24 ° 12' (North) / 82° 49' (East)
Plant Area	109 Ha
Nearest Railway Station & National Highway	SLPP is situated about 58 Km away from Surat Railway Station and nearest National Highway is NH8.
Lignite Transport & Storage	The Lignite excavated in the Mine and Transport by the Dumpers to a point about 1.0 Km south-east of the Mine Exit. The Lignite is taken over by a conveyor system and transport about 3.5 KM to the power plant. The system consists of a stockyard at the mine end with a stacker/reclaimer, a conveyor system with 1200 TPH capacity, and two stockyards in the power plant. Total Storage capacity is 150000 Tonnes.
Limestone Source	Limestone is available in geological pockets in the south of the deposit within SLPP Mining lease area

Parameter	Design Values
Installed capacity	2 x 125 MW
Technical Minimum Load	TML 56% declared to SLDC
Ramp Rate	1 MW/min.
Auxiliary Power	10%
Main Plant Details	
Steam Turbine Make & Type	BHEL, KWU Design, Two Cylinder reheat condensing turbine.
No. of Units	2
Turbine Nominal Rating (TMCR)	125 MW
Unit Peak Load Rating	125 MW
Electric Generator Rating	147.06 MVA
Rated Speed	3000 RPM
Steam pressure at Turbine Inlet	126 Kg/cm2(a)
Steam temperature at Turbine Inlet	535±5 °C
Reheat Steam Pressure at Turbine Inlet	30.97 Kg/cm2(a)
Reheat steam inlet temperature at Turbine Inlet	535 °C
Number of Extraction/Bleeds	6
Turbine Exhaust / condenser Vacuum	0.087 Kg/cm2 (a)
Surface Condenser Tube Nos / Condensing zone MOC	14304 Nos. / Cu-Ni 90/10
Cooling water flow / velocity	14800 m3/h / 1.94 m/s
Surface Condenser Cooling Water Inlet / Outlet temperature	31°C / 41°C
LP Heater Type / Nos per Unit	U-Tube Type, (3 No. per unit)
HP Heater Type / Nos per Unit	U-Tube Type, (2 no. per unit)
Deaerator Type / Nos per Unit	Spray-cum-Tray Type / 1 per Unit
Boiler Feed Pump	2 x 235 m3/h
Condensate Extraction Pump	2 x 382 m3/h
Vacuum Pump	Siemens Make, 2 Nos
Boiler Make & type	BHEL, CFBC (LLB Design)
No. of Units	2
Boiler Capacity (BMCR) at SH outlet	390 TPH
Steam pressure at SH outlet	132 Kg/cm2(a)
Steam temperature at SH / RH outlet	540±5 °C
Steam Pressure at RH outlet	33.5 Kg/cm2(a)
Lignite consumption	72 TPH
Lime Consumption	6.9 TPH
Flue Gas APH exit Temperature (corrected)	140 °C
Flue Gas APH exit Pressure	988 mbar (a)
Flue Gas APH exit Flowrate	438840 Nm3/h
NOx Emission rate (dry 6% O2)	150 ppm
Sulphur Capture Efficiency (% S of Fuel)	>90 %

Electrostatic Precipitator (design)	
ESP Type	FAA-6x45(45)-126135-2
ESP Maximum Inlet Flue Gas Flow rate	216 m ³ /sec
ESP Inlet Flue Gas temperature	145 C
Inlet dust concentration	111.6 gm/Nm ³
Outlet dust concentration with n-1 fields	150 mg/Nm ³
Boiler Auxiliaries	
Bed Ash Silo	2 x 450 MT (7 Hrs at MCR)
Bed Ash Silo Beg Filter Outlet Emission	50 mg/Nm ³
Bed Ash Handling system	80 TPH Bed Ash conveying capacity
Fly Ash Silo	2 x 650 MT (7 Hrs at MCR)
Fly Ash Handling system	160 TPH FA conveying capacity
Ash water recovery system	550 m ³ /h capacity
Primary Air Fan	2 x 60% (Each 33.18 m ³ /s)
Secondary Air Fan	2 x 60% (Each 41.11 m ³ /s)
ID Fan capacity	2 x 60% (Each 122.56 m ³ /s)
Chimney Type	RCC, Multi-flue
Chimney Height	122m
BOP	
Raw Water Pond storage capacity	2 x 40000 m ³
RW Clarifier Storage	6125 m ³
DM water Generation nominal rate	2 streams of 27 m ³ /h
CCW Pump	(2W+1S) x 1150 m ³ /h
Cooling Tower Make, Flow, HWT/CWT	Paharpur, 19965 m ³ /h, 42°C/32°C
CW Pump	(2W+1S) x 9500 m ³ /h, Standby pump common for both unit
ACW Pump	(2W+1S) x 950 m ³ /h
Limestone milling type, capacity	Ball Mill, 35tph
Limestone milling Feed size, Product Size	25mm, <1mm
Lime Stone Hot Air Generator Capacity, Efficiency	3.85Mkcal/h, 97%
Limestone powder conveying system	45 tph per stream
Lignite Stacker/reclaimer capacity	1200 tph / 800 tph
Lignite Primary Crusher type, capacity, Feed size, Product Size	Spiked Double Roll, 1200tph, -300mm, -50mm
Lignite Secondary Crusher type, capacity, Feed size, Product Size	Hammer Mill, 600tph, 50mm, -15mm
Lignite Conveyor System Make	Thyssen Krupp / Elecon

3 Instruction to Bidders

3.1 General Instructions:

- 1) The current document is the Request for Proposal (RFP) / The Tender, which is issued to all the Bidders, requesting a proposal for **REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2)** on a fixed price basis. A Consultant would be selected through competitive bidding process for execution of the Project.
- 2) The Owner expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.
- 3) Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 4) Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.
- 5) Bidders need to ensure that in the event the work is awarded to it, and during execution of the work, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 6) All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the RFP document and must be delivered along with Bids.
- 7) The specification provided with this RFP outlines the functional requirement.
- 8) **This 'Instructions to Bidders', in original, issued along with RFP document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the**

prescribed RFP document and without complying with the terms and conditions of RFP shall be ignored.

- 9) Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.
- 10) The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 11) The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the RFP and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 12) Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 13) Canvassing in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 14) All rates shall be quoted on the proper form i.e. price bid supplied as part of the RFP / Tender document.
- 15) The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid/ Highest QCBS Score Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

3.2 Pre-Qualifying Requirements (PQRs)/ Bidder's Eligibility Criteria (BECs):

The following criteria will be adopted for qualifying the Bidders for consideration of the Bid for the further proceeding.

A. Technical Criteria:

- i.) The Consultant should possess minimum Three (03) years of experience in last Fifteen (15) years ending last day of the month previous to the one in which tender is invited in similar nature of jobs like Consultancy work for Project Management Services and Consultancy work for Implementation and Support for R&M and LE in Coal / Lignite based thermal Power Plant.

- ii.) The Consultant shall have relevant experience of cumulative Power Plant capacity of 200 MW OR more with at least one Unit of minimum 110 MW of Coal/ Lignite based Thermal Power Plant.

Consultant's experience in R & M and LE / O & M in Coal / Lignite based CFBC Power Plant or Project Management Consultancy Services in Coal / Lignite based CFBC Power Plant shall be given consideration during bid evaluation.

Documentary evidence like PO copy, Completion certificates etc. from clients of above shall be submitted along with proposals.

Assignments of similar nature of R & M Consultancy / Works in Power Plant especially in field of Coal /Lignite based Thermal Power Station shall only be taken into consideration for meeting the qualifying criteria.

Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.

B. Financial Criteria:

- 1) Must have a positive net worth on date of submission of Bid.
- 2) Bidder should have average annual turnover above 30 Cr. including GST or other applicable taxes for last three financial years. Bidder shall furnish annual audited financial statement duly certified by qualified Chartered Accountant (a member of ICAI) for the last three financial years to demonstrate the financial healthiness of the company. The balance sheet must be in the name of the company. In case Audited Accounts for the last Financial year is yet to be Audited than the turnover may be submitted with due certificate from Statutory Auditors of the company. Any type of MOU for this purpose will not be entertained. Where audit is not applicable to the bidder as per applicable laws of the land, due certifications by a qualified Chartered Accountant who should be a member of the institute of Chartered Accountants of India of the said turn over for the said last three financial years will have to be done and furnished.

C. Other Criteria for Qualification:

- i. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be opened. 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 only once 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.
- ii. The Bidder has to submit INCOME TAX Permanent Account Number (PAN) no. of the firm. Copies of the same shall be submitted.
 - iii. Bidder has to submit GST registration number. Copy of the same shall be submitted.
 - iv. In case Bidder is a joint venture company, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
 - v. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s), either completed or under progress during last five (5) years or 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 will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - vi. Bidder should have Employees Provident Fund code number towards registration of firm with RPF commissioner.
 - vii. If any of the details submitted in the prescribed Annexure / Appendix / 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 regard 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.

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 Company / Plant / Industry where similar job is executed by Bidder. GIPCL reserves the right to accept/split/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

3.3 Local Regulatory Frame Work:

- 1) It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.
- 2) It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP document shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

3.4 Clarifications to Tender Document:

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by e-mail to GIPCL's contact as mentioned in Table-A of NIT:

Shri C. S. Jadeja
Addl. General Manager (O & M)
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol,
Dist. Surat – 394110
Gujarat
Landline : (02629) 261084
EPABX :9909925399/400
Website : www.gipcl.com
Email: csjadeja@gipcl.com, slpprmleph1@gipcl.com

3.5 Amendments to Tender Document:

- 1) GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.
- 2) The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.
- 3) In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.

3.6 Acceptance of Bids:

GIPCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report.

3.7 Withdrawal of Invitation to Bid:

While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

3.8 Representative/ Agent of Bidder:

All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

3.9 Financial Proposal and Currencies:

The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes as mentioned in Appendix-11 the similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

3.10 Bank Guarantees & EMD

- 1) EMD shall be in the form of Bank Guarantee or online payment as per procedure given in Appendix-14.
- 2) The validity of EMD shall be as mentioned in NIT.
- 3) The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GIPCL desiring to award the work to the said Bidder. GIPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept LOI/LOA/Work Order and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder
- 4) The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOI/LOA/Work Order along with the submission of Security Deposit by successful Bidder.
 - The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be returned after submission of the performance bank guarantee.
 - EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.
- 5) The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia, time, cost and effort of GIPCL without prejudice to any

other right or remedy that may be available to GIPCL hereunder or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
 - b. In the case of Successful Bidder, if it fails within 15 days from the issue of LOI – (a) acceptance of LOI / LOA / Work Order and/ or (b) to furnish the Security Deposit cum Performance Bank Guarantee within the period prescribed.
 - c. In case the Successful Bidder, having signed the accepted copy of LOI / LOA / WO / Contract Agreement, commits any breach thereof prior to furnishing the Security Deposit cum Performance Bank Guarantee.
- 6) The Successful Bidder shall furnish the following Bank Guarantees:

Advance Bank Guarantee (ABG):

Bidder shall furnish Advance Bank Guarantee as per format provided by GIPCL in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit ABG of 10% of Total LOI / LOA / Work Order Price excluding GST, within two weeks after issuance of LOI / LOA / Work Order. Bidder shall furnish ABG as per the format given in Appendix-13.

Security Deposit cum Performance Bank Guarantee (SD/PBG) :

Bidder shall furnish SD / PBG as per the format given in Appendix-8 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total LOI / LOA / Work Order Price including GST, within two weeks after issuance of LOI / LOA / Work Order. The validity period of PBG should be for a total period up to Thirty Six (36) months from the date of LOI / LOA / Work order and shall be further extended as per actual completion of work for R & M and LE of GIPCL-SLPP Phase-I (Unit-1 & 2).

Security Deposit cum Performance Bank Guarantee (SD/PBG) shall be returned to the successful bidder within 30 days from the successful completion of the work/services.

3.11 Right to Accept or Reject any or all Bids

- 1) Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2) The Owner reserves the right to reject any Bid and appropriate the EMD if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:
 - a. select the next Bidder with the Highest QCBS Score as the Successful Bidder; <or>
 - b. Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 4) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LOI / LOA/ Work Order or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LOI / LOA/ Work Order or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Consultant, without the Owner being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.
- 5) The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

4 Submission of Bid

4.1 General terms

- 1) A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- 2) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the LOI/LOA/Work Order shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the LOI/LOA/Work Order.
- 3) The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted online only.
- 4) The Bidder shall submit a power of attorney as per the format at "Appendix 6: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.
- 5) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 6) The RFP documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.
- 7) Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

4.2 Submission of Bid

Part-1 Techno commercial bid without price.

The tender document duly signed in all pages without price bid. The following information shall be provided in the techno commercial bid.

The following supporting documents shall also be submitted in physical form on or before tender submission due date:

1. Complete sets of Bids (original).
2. Signed Tender Documents.
3. Documentary Evidence as per Bidder Eligibility criteria.
4. Proof of submission of Tender fee (UTR No.).
5. Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix-1: Format for Covering Letter.
6. Details of Bidder as specified in Appendix-2.
7. Details of Qualified Technical staff as specified in Appendix-3.
8. Declaration of compliance as per format prescribed in Appendix-4.
9. No Deviation Certificate as per format prescribed in Appendix-5.
10. Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix-6.
11. Format of Summary of audited financial statements as per format prescribed in Appendix-7.
12. Proof of submission of EMD for Online payment or EMD in the form of Bank Guarantee as per format prescribed in Appendix-8 (a).
13. Format of declaration of eligibility as per format prescribed in Appendix-10.
14. Attested copy of GST Registration Certificate of Bidder.
15. Attested copy of Provident Fund Code of Bidder.
16. Attested copy of PAN Card for Bidder.
17. Unpriced Copy of Price Bid Format –duly signed as per format prescribed in Appendix-11.
18. Confidentiality Undertaking as per format prescribed in Appendix-12
19. Copy of this RFP and amendments (if any) with sign and official seal on every page.
20. Soft copy of complete set of Techno commercial bid without price bid in Pen drive / DVD.

Part-2 Price Bid.

The bidder furnishes the price bid through (n) Procure <https://tender.nprocure.com> or <https://gipcltender.nprocure.com> in soft form only on or before the last date of Bid Submission as mentioned in Table – A of NIT of the Tender document. **No physical price bid document is acceptable.** Price quoted shall be inclusive of cost of all manpower, all visits, transportation, consumables, tools and tackles, safety and statutory compliance, mobilization and demobilization etc. GST shall be quoted separately.

Techno commercial bid without price shall be addressed to:

ATTN:

Shri C. S. Jadeja
Addl. General Manager (O & M)
Surat Lignite Power Plant (SLPP),
Gujarat Industries Power Company Limited (GIPCL),
Village : Nani Naroli,
Taluka – Mangrol,
Dist. Surat – 394110

4.3 Bid Due Date

- 1) Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.
- 2) GIPCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum in accordance with Clause No. 3.5 of ITB uniformly for all Bidders.

4.4 Late Bids

Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.

4.5 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of, or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.

4.6 Correspondence with the Bidder

The Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

4.7 Bid Opening and Evaluation

- 1) The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.
- 2) To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.8 Tests of Responsiveness of Bid

- 1) Prior to the detailed evaluation, GIPCL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. GIPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2) If the Bid is not substantially responsive, it will be rejected by GIPCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3) GIPCL will evaluate and compare Bids which have been determined to be substantially responsive.
- 4) A Bid shall be considered responsive only if:
 - a. it is received in the manner prescribed in this RFP
 - b. it is accompanied by the requisite Tender Fee and EMD;
 - c. it is received with all the Enclosures of the Bid as prescribed in the Clause 4.2
 - d. its Enclosures are received as per the formats specified in Appendices as well as the Tender;
 - e. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
 - f. it complies with all the terms, conditions and provisions specified in this Tender; and it does not contain any conditions or deviations
- 5) The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner in respect of such Bid.

4.9 Modification and Withdrawal of Bids

- 1) In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.
- 2) No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

4.10 Bid Evaluation Criteria and Methodology

- (i) The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.
- (ii) GIPCL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- (iii) In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
- (iv) Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- (v) Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.
- (vi) After, meeting Eligibility Criteria, Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out. Selection of successful bidder shall be done as below:
 - a) The Bid evaluation shall be first on Technical Score of max 100 , based on various scoring criteria outlined at Table.
 - b) Technical Bid: Maximum score: 100 (X). Refer Table Below for Technical score assignment

c) Technical Bid: Maximum score: 100 (X). Technical score shall be assigned as under:

Sr. No.	Criteria	Marks	Remarks
A	Experience in R & M and LE activity of Coal/Lignite Power Plants (No. of years and Capacity Handled)	35	Bidder to attach documentary proof
A.1	More than 10 years and 1000 MW (Experience in R & M activity of Coal / Lignite Power Plant and engaged as a consultant / Advisor / O&M operator for O & M of minimum capacity of 125 MW CFBC plant)	35	
A.2	More than 10 years and 1000 MW (Experience in R & M activity of Coal / Lignite Power Plant and <u>not</u> engaged as a consultant / Advisor / O&M operator for O & M of minimum capacity of 125 MW CFBC plant)	25	
A.3	More than 10 years and 500 MW	20	
A.4	More than 5 years and 500 MW	15	
A.5	More than 3 years and 500 MW	10	
B	Manpower qualification and experience in R & M, Life Extension activity of Coal/ Lignite Power Plant	35	Detailed CV with photograph duly signed by authorized signatory should be submitted.
B.1	Team Leader		
	Experience >20 years	15	
	Experience >15 Years	10	
B.2	Team Members for Engineering and Coordination with OEM / Manufacturers / Agencies (Minimum 06 Nos)		
	Experience >20 years	10	
	Experience >15 years	7.5	
	Experience >10 Years	5	
B.3	Team Members for Site Supervision / Testing / Performance Evaluation (Minimum 06 Nos)		
	Experience >20 years	10	
	Experience >15 years	7.5	
	Experience >10 Years	5	
C	Presentation before Bid evaluation Committee on Approach, Methodology and capabilities, assignments handled etc.	30	
D	Total Technical Score- $X = (A+B+C)$	100	

(vii) **Price Bid: Maximum Score :100(Y)**

Lower Quoted Price Bidder will be assigned Score of 100 and rest in ratio of their respective quoted Price with L1

(viii) Final Evaluated Score for ranking shall be 70% weightage of Technical Score (X) and 30% weightage of Price Score (Y) as below. Final Evaluated Score (Z) for ranking of Bidders:

$$Z = (0.7 (X) + 0.3 (Y))$$

(ix) **The Bidder with the Highest QCBS Score will be considered as the Final Evaluated Rank – 1 (Successful Bidder).**

(x) **Illustration Table for Understanding Evaluation Methodology and score assignment**

a) Suppose Bidder A, B, C have following respected evaluated technical score with their quoted Price in the Price schedule :

Bidder	Assigned Technical Score (X) by GIPCL	Quoted Price inclusive of taxes by Bidder (after any Financial Loading if applicable)	Bidder Rank on Quoted Price	Quoted Price ratio for assigning score Y w.r.t L1*
I	70	100000	L1	1
II	90	125000	L2	0.8
III	80	150000	L3	0.67

*Rounded off up to 2 Decimal

b) Working to arrive at Price Score (x2):

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score by GIPCL
	X	Y
I	70	100
II	90	80
III	80	66.67

c) Working to arrive at Final Score (X):

The Final score "X" shall be worked as follows:

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score Technical Score by GIPCL	Final Evaluated Score Z	Final Evaluated Rank
	X	Y	Z= 0.7 * X + 0.3* Y	
I	70	100	79.00	2
II	90	80	87.00	1
III	80	66.67	76.00	3

- (xi) All eligible Bidders shall be required to make presentations, before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per RFP along with the following and to submit signed hard/scan copy during the presentation –
- Brief company profile, local presence, associates, major clients and projects etc.
 - Experience of rendering services as a firm for R&M and LE works of Coal/ Lignite based power plants.
 - Understanding of assignment along with Approach and Methodology indicating broad Scope of Work
 - Work plan and roadmap of said work as per Rolling Plan
 - Proposed key personnel along with team leader and manpower commitment. The time and venue for the presentation shall be intimated to the Bidder.
- a. 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.
- b. 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.
- c. 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.
- d. For the above referred purpose, a 'material deviation' shall be one which:
- i. Which affects in any substantial way the scope, quality or performance of the contract, or
 - ii. 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
 - iii. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

4.11 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

5 Award of Contract: Issue of LOI / LOA / Work Order

- 1) 'Letter of Intent/Letter of Award/Work Order will be sent in the form of courier/Mail/Regd. Mail to the successful Bidder by the Owner and the date of issue of any of these communications will be treated as the date of commencement of order, and Zero Date of the Contract.
- 2) The Order will be awarded to the technically and commercially best qualified and responsible Bidder offering the best evaluated bid in conformity with the requirements of these specifications and documents and the Owner shall be the provision of this 'Instructions to Bidder' and other terms and conditions detailed out in these documents and specifications. A responsive Bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in anyway the prices, quality, quantity or which limits in any way the responsibilities or liabilities of the Bidder or any rights of the Owner as required in these specifications and documents. However, the Owner may waive any minor informalities or irregularities in the Bid. Where these are item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.
- 3) GIPCL reserves the right to short close the contract during the contract period without assigning any reason.

5.1 Security Deposit

- 1) Bidder shall furnish SD / PBG as per the format given in Appendix-8 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total LOI / LOA / Work Order Price including GST, within two weeks after issuance of LOI / LOA / Work Order. The validity period of PBG should be for a total period up to Thirty Six (36) months from the date of LOI / LOA / Work order and shall be further extended as per actual completion of work for R & M and LE of GIPCL-SLPP Phase-I (Unit-1 & 2).
- 2) The bank guarantee by the Consultant will be given from bank specified in Appendix 9: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.
- 3) The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Consultant either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full

his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Consultant.

- 4) The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

5.2 Fraudulent Practices

- 1) The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.
- 2) Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

6 Scope of Services

6.1 Scope of Work:

The Scope of Work covers Consultancy services for Project Management Services (PMC) and Implementation Support Consultant (ISC) for Renovation and Modernisation (R&M) and Life Extension (LE) of SLPP Phase-I -2x125 MW (Unit-1 & 2) including planning, review of recommendations in DPR, Preparation of list of packages for implementation of R&M and LE and their tendering modality, Submission of brief report for GIPCL about overall concept of implementation of R&M, Presentation to GIPCL about overall concept of implementation, Review of Pre & Post tendering : Design and Engineering & documents review, OEM / Manufacturer required co-ordination, preparation of major tender specification, review of tender specification, Vetting/Review of Technical bid evaluation (based on requirement), inspection, expediting work, Attending Project Review Meetings (PRMs), site supervision, planning of site activities within the scheduled time, site progress report ,additional work if required, testing, evaluation of various testing reports, review of as built documents, suggest Performance evaluation/ Test Procedure for review of Pre and Post Performance of Plant / various equipment/system, supervise and review PG Test Report, Performance evaluation of various Packages / System / Equipments, Preparation of consolidated Performance Evaluation reports including all activities, total cost, cost-benefit analysis, required co-ordination and meetings with GUVNL / GERC /CEA / CERC etc.

GIPCL-SLPP intends to carry out R & M and LE various activities through Package Mode. As per Detailed Project Report, tentative Planning for R & M and LE activities is as follows:

Sr	Unit	Proposed Planning Year
1.	Unit-1	2026/2027
2.	Unit-2	2027/2028

There will be around 3-4 Months shutdown Planning for Main Plant i.e. Boiler, Turbine, generator and associated auxiliaries. Main Plant BTG related major activities will be carried out during this period. For other areas like Lignite and Lime stone system, Ash Handling System, Control & Instrumentation, Electrical, Water System (Raw water system, Pre treatment plant, DM Plant, CW system, ACW / CCW system), Compressed Air System, Air Conditioning and Ventilation System, HFO and Propane gas system, Fire System work will be executed based on respective system availability during year 2025-2028.

The scope mentioned above does not cover all activities and Consultant to consider all relevant activities that may be required for successful completion of R&M and LE

GIPCL intends to appoint PMC and ISC Consultant for Renovation and Modernisation (R&M) and Life Extension (LE) works of SLPP Phase-I -2x125 MW (Unit 1 & 2).

6.1.1 The major factors to be considered during R&M and LE of SLPP Phase-I (Unit-1 &2: 2x125 MW) Units are:

- a) To address deterioration in Lignite quality as compared to design value
- b) To address Generic defects & Design deficiencies
- c) To improve the Plant Availability and Reliability
- d) To improve overall performance
- e) To reduce Plant outages and partial loading
- f) To fulfil the requirements of Plant design life and PPA requirements
- g) To enhance Plant and Equipment Life by another 10 years beyond PPA duration of 30 years

6.1.2 The main aim of R&M: To make the operating units well equipped with modified/ augmented equipment/ component/ system with a view to improve their:

- Reliability
- Availability
- Operating performance
- Reduction in maintenance requirements
- Ease of maintenance
- Enhanced efficiency
- Meeting the latest emission levels
- Achieving flexibility in operation/generation and comply with prevalent grid norms

6.1.3 The objective of R&M is primarily aimed at generation sustenance and overcoming problem arising due to:

- Generic defects
- Design deficiencies
- Deterioration in quality of coal/ Lignite as compared to design value
- Non-availability of spares because of obsolescence of equipment/ components
- Major replacements of equipment on account of unforeseen failures and/ or generation sustenance not covered under regular O&M
- Inefficient operation
- Stringent environmental norms for PM, SO_x, NO_x, Mercury and Water consumption
- Low flexibility
- Safety and Grid requirements, etc.

6.1.4 R&M planning and its Scope Assessment:

- Analysis of the performance of the units
- Monitoring of Key parameters such as
 - Plant performance
 - Reduction in Forced Outages
 - Minimize partial loading
 - Improvement in PLF
 - Reduction in Auxiliary Power Consumption
 - Improvement in Heat rate
 - Specific Lignite Consumption
 - Emission, etc.
- Deterioration in Fuel Quality (Coal/ Lignite)
- Life Extension of the Units
- Operational Flexibility as per grid code requirement
- Safety of Plant/Equipment including major Structures/RCC Works

6.1.5 R&M Scope is defined keeping in view assessment of the extent of equipment ageing/ deterioration/ residual life, etc. based on:

- Detailed Project Report for R & M and LE of GIPCL-SLPP Phase-I
- Available Plant Operational data
- Results specialized testing and analysis
- Residual Life Assessment (RLA)
- Energy Audit
- Condition Assessment
- Cost-benefit analysis

6.1.6 Review of Recommendations in DPR and Finalization of Work/Job:

DPR for GIPCL-SLPP Phase-I (Unit-1 & 2) R & M and LE has been prepared with recommendations / suggestion for undertaking the exercise. DPR will be provided to successful bidder and Bidder / Contractor shall review the same and prepare its action plan accordingly. PMC Consultant can suggest alternative/ further improvement based on its review and expertise in order to achieve the desired objective.

Major Recommendations covered in the DPR are as under:

6.1.6.1 Boiler Area Major Recommendations

- ✓ The replacement of existing eroded water wall tubes of combustor and Pressure Parts Modification.
- ✓ Modification and Replacement of FBHE-4 Inlet header, coils, Empty Chamber and Seal Pot tubes.
- ✓ Modification and replacement of Super heater-1B coils to avoid blockage of flue gas path in back pass.

- ✓ Modification and Replacement of Backpass Hanger tubes and Steam Cooled Wall (SCW) tubes.
- ✓ Replacement of complete Economizer coils.
- ✓ Modification in PA windbox and SA nozzles design/orientation.
- ✓ Modification of combustor fluidizing nozzles alongwith grate and refractory.
- ✓ Replacement of cyclones and Cross Over Duct Shells & modified cyclone vortex finder.
- ✓ Refractory of Combustor, FBHEs, Seal Pot, cyclones and COD.
- ✓ Replacement of Spiess valve and combustor drain valve.
- ✓ Installation of additional Soot Blower system in backpass section.
- ✓ Modification of draft system with additional one ID fan with identical capacity & head of existing ID fans.
- ✓ Replacement of APH tubes, Revival of FBHE APH coils.
- ✓ Modification and replacement of corroded Flue Gas Duct/ Air Duct / structures and supports.

6.1.6.2 **Turbine Area Major Recommendations**

- ✓ Refurbishment of existing HP-IP and LP Turbine rotor & blades.
- ✓ Refurbishment of Critical turbine valves like HP and IP Turbine Stop and Control Valve and LP bypass Stop and Control valve etc.
- ✓ Replacement of EHTC Actuators of HP Stop valves, IP Stop valves, HP Control valves and IP Control valves, LP bypass valves etc.
- ✓ Replacement of existing booster pump for BFP.
- ✓ Replacement of the existing Boiler feed pumps cartridge with high efficient cartridges. Also, obsolete scoop actuator to be replaced with latest/modified design to reduce auxiliary power consumption and to meet expected life.
- ✓ Feed water regulating station all valves & actuators servicing to be done and Feed line re insulation to be done up to Eco I/L Header.
- ✓ Replacement of Main Steam to APRDS spray control valves (MOV)
- ✓ All valves along with actuator in the Deaerator floor and Complete insulations to be replaced.
- ✓ Replacement CCW and ACW pumps to be carried out
- ✓ Replacement of Generator Air Coolers.
- ✓ HP/LP Valves replacement based on Condition Assessment etc.
- ✓ Replacement of Critical piping insulation to improve turbine heat rate.
- ✓ Replacement of Instrument Air, Service air compressors.

6.1.6.3 **Electrical**

- ✓ Retrofitting of obsolete analogue Generator AVR of U#1 & 2 with DAVR.

- ✓ Replacement of U#1 brushless excitation system with new modified design.
- ✓ Replacement of GT-1 with new Generator Transformer
- ✓ Retrofitting of obsolete HA2 type 6.6 KV ABB SF6 breaker with New VCB.
- ✓ Retrofitting of obsolete Siemens/GEC 415 V LT Breakers with New ACBs.
- ✓ Replacement of ID Fan motor of higher rating with F/H class insulation.
- ✓ Replacement of 1 no conveyor 6A/6B motor (300KW)

6.1.6.4 **Control and Instrumentation**

- ✓ Up-gradation of Siemens “Teleperm ME” system with new latest DCS software and Hardware
- ✓ Up-gradation of BHEL “MAX DNA” HMI software with new latest HMI Software/Hardware.
- ✓ Bently Nevada – 3300 TSI and VMS system to be up gradated with 3500.
- ✓ Up-gradation of PLC based control system of latest version as per requirements
- ✓ Replacement / refurbishments of Analyzers (SWAS, CEMS etc.), Field Instruments as required

6.1.6.5 **BOP Area**

- ✓ Condition Assessment and Refurbishment/ replacement of CW Pumps, Cooling Towers, HVAC System, Raw Water Pump, PT Plant, Clarified water pumping system, fire fighting system various equipment / structures
- ✓ New RO-DM plant of adequate capacity

6.1.6.6 **Lignite Handling System**

- ✓ Installation of interconnection conveyor and feeding system to connect to Phase-I at JNT-13 for reduction of auxiliary power consumption and improve system reliability and availability.
- ✓ Replacement of Secondary crushers (Hammer Mills) for the plant life extension
- ✓ Refurbishment of the machines(stackers).
- ✓ Replacement/Refurbishment of Lignite Conveyor system various Equipment/structure

6.1.6.7 **Limestone Handling System**

- ✓ Replacement / Refurbishment of Lime stone milling and Conveying system various Equipment/structure as per requirements
- ✓ Replacement / Refurbishment of Dust Extraction System
- ✓ Retrofitting of HAG Burner system

6.1.6.8 **AHS System**

- ✓ Replacement / Refurbishment of Fly Ash Handling system including conveying air system and ESP hopper fluidization.
- ✓ Replacement of Blowers and Compressors.
- ✓ Replacement / Refurbishment of Bed Ash Handling and Conveying system as required

6.1.6.9 **Civil**

- ✓ NDT test for TG deck, ID Fans, Lime Mill foundation etc.
- ✓ Structure steel strengthening work of various Plant Building, Rack etc.
- ✓ Replacement of Corroded MS Platforms with Electro-forged Grating as well as complete revival of insulation and anti corrosive coating on interior steel structure of Chimney. Chimney Exterior Shell protective coating.
- ✓ Painting of various area

6.1.6.10 **Condition Assessment / Testing of various structures/ Equipment and Refurbishment/Replacement as per requirements**

Scope of Work / Services / Recommendations / Suggestions mentioned in DPR are to be reviewed. There may be change (addition/deletion/merging) in list of activities based on GIPCL's internal discussion / OEM recommendations etc. Consultant need to update their details/reports accordingly as and when required.

Successful Bidder / Contractor has to deploy experienced manpower team for respective area for review and for completion of work.

The scope mentioned above does not cover all activities and Consultant to consider all relevant activities that may be required for successful completion of R&M and LE.

Consultant shall note that GIPCL may engage other OEM / Designer / Expert agencies/ Third Party Expert Agency during R & M and LE activities and consultant shall work in-coordination with the appointed agency for successful completion of the R & M and LE works.

6.1.7 **Detailed Scope of Work**

6.1.7.1 **Preparation and Finalization of list of activities**

- ✓ Consultant shall visit the site after award of contract. All available and relevant inputs / data / documents / reports shall be provided to Consultant team.

- ✓ Review of Detailed Project Report (DPR) and other Inputs / Manufacturer / Supplier, Market feedbacks etc. for Preparation of List of R & M and LE Activities of various area.
- ✓ Preparation of tentative list of packages for implementation of R&M and LE and their tendering modality.
- ✓ Submission of brief report for GIPCL review and discussion about overall concept of implementation of R&M and LE including number of packages etc.
- ✓ Presentation to GIPCL about overall concept of implementation of R&M and LE.
- ✓ Assisting GIPCL for internal approval for R&M and LE : List of package(s)/system(s), Tendering modality and overall concept of implementation.
- ✓ Preparation of various Tender Document(s), area wise.
- ✓ Based on inputs and reports, final list shall be prepared for engineering, erection and commissioning for various system / equipment.
- ✓ For execution of work, L1 / L2 / L3, Project schedule shall be prepared and submitted to GIPCL.
- ✓ Submission of Monthly Progress Report (soft copy) including status of Engineering, Procurements, Manufacturing, Inspection, Testing, Erection, Commissioning etc.
- ✓ There may be change (addition/deletion/merging) in list of activities based on GIPCL's internal discussion / OEM recommendations etc. Consultant need to update their details/reports accordingly as and when required.

6.1.7.2 **Preparation/ review of tender specifications for various systems/ package(s), vetting/ review of technical bid evaluation (based on requirement), Review of Pre & Post tendering Design and Engineering & documents/ Drawings review, Inspection, expediting, testing, site erection, commissioning, performance evaluation etc.:**

During execution of work for GIPCL-SLPP Phase-I R & M and LE following activities to be covered during engineering and tendering stage:

- a. Review of existing system- Design & Engineering, Preparation / review of tender specification for various packages/ systems, Review of various tendering specification documents including Preparation of tenders for major system / equipment based on recommendation in DPR, existing installed system/equipment, site condition assessment, Inputs from OEMs/ Designer / Manufacturer / Supplier, Previous studies carried out on the units, RLA of necessary components and cost benefit analysis etc.

List for Preparation of major tender specification shall be mutually decided by GIPCL and Consultant based on criticality of system, area and services, details as per DPR etc. after award of LOI/LOAWO.

- b. Preparation of cost estimation for various package(s) / system(s) / equipment (s).
- c. Tendering activity will be done by GIPCL.
- d. Vetting/Review of Technical bid evaluation (based on requirement) .
- e. Review of Design & Engineering: After finalisation of various order(s) for R&M and LE, Consultant shall review various documents/drawings/details submitted by Vendors/ suppliers/ agencies
- f. The scope mentioned above does not cover all activities and Consultant to consider all relevant activities that may be required for successful completion of R&M and LE.

6.1.7.3 **Inspection / Testing and Expedition Services:**

- a. Inspection at Factory shall be carried out based on system / plant requirements and criticality of the system/ equipment. Consultant shall depute manpower with relevant expertise and experience for inspection at factory / manufacturing agency as per Owner's / GIPCL requirements. Manpower CVs shall be submitted to GIPCL in advance based on requirement.
- b. Based on requirement, GIPCL will intimate through e-mail or phone for inspection of equipment / machine. Consultant shall depute experienced manpower as per requirements.
- c. After completion of work factory, consultant to review required test certificates and documents provided by agency. Material dispatch clearance shall also be given by Consultant to GIPCL. Thereafter, GIPCL will provide final dispatch clearance based on review of documents and test certificates.

- d. Based on requirement, Consultant's experienced representative shall visit the vendor / manufacturer/ OEM factories, offices to expedite and follow-up meetings to ensure timely supply of material and other required services.
- e. Minimum 190 mandays shall be considered for deputation of experienced manpower for inspection / follow-up / meetings with Vendors/OEM/GUVNL/GERC/CEA etc.
- f. The Payment shall be made for actual duration of stay at the inspection location. Man days for travelling shall not be considered. The Price quoted should include all facilities like lodging, boarding, travelling, local transport and other miscellaneous expenses.
- g. The payment for Site supervision and Inspection and expediting shall be made as per actual deployment on monthly invoice basis. The given schedule and quantity is tentative only. The Payment shall be made for actual stay at vendor / manufacturer/ OEM factories, offices. Man day for travelling shall not be considered.

6.1.7.4 Site Supervision

Experienced manpower from each stream/discipline (based on GIPCL requirement) shall be deputed at site for supervision of erection, Quality assurance, testing and commissioning of various area system / equipments.

- a. Required manpower as per Plant / system requirements shall be deputed at site. Total Tentative Manmonths for deputation of relevant field expertise and experience shall be : **minimum 45 Man-months** as per below details:

Sr No	Description	Man-months
1	Manpower with more than 20 Years of relevant Experience	5 Man-months
2	Manpower with more than 15 Years of relevant Experience	10 Man-months
3	Manpower with more than 10 Years of relevant Experience	15 Man-months
4	Manpower with more than 05 Years of relevant Experience	15 Man-months

Manpower CVs shall be submitted to GIPCL and based on approval from GIPCL and mutually agreed terms, manpower shall be deputed at site.

- b. During Site related activities Daily Site Progress Report shall be submitted by Consultant.
- c. Consultant shall depute required manpower with relevant experience for Boiler, Turbine, Generator, Control and Instrumentation, Electrical,

balance of plant area system / equipment erection supervision, Quality assurance and performance evaluation.

- d. The scope mentioned above does not cover all activities and Consultant to consider all relevant activities required for successful R&M and LE including Quality assurance for implementation of complete R & M and LE activities
- e. In case of consultant fails to depute required manpower then GIPCL will deduct amount from bills without assigning any reason after giving 7 days notice period through e-mail.
- f. Deputation of Man Power shall be Pre-Approved from GIPCL and as directed by GIPCL. GIPCL reserve rights to deduct the penalty amount for non-deputation of required manpower for site supervision from bills /invoices.
- g. The payment for Site supervision shall be made as per actual deployment on monthly invoice basis. The given schedule and quantity is tentative only. The Payment shall be made for actual stay at site, Man day for travelling shall not be considered.
- h. Consultant shall ensure and follow safety guidelines as per GIPCL during site execution work.
- i. Insurance of deputed manpower for site supervision and other works is in contractor's scope.

6.1.7.5 **Performance evaluation and Preparation of Reports**

Consultant to prepare procedure for Performance Evaluation and shall be submitted to GIPCL and based on GIPCL's observations, procedure shall be finalized. Based on procedure, Performance Evaluation Test for Main Plant Area, different system in Balance of Plant area, Lignite handling, Ash handling, Limestone handling, milling, conveying, Electrical system, Control and instrumentation system, Various equipment/systems covered under R & M and LE etc. shall be carried out by respective area execution agency. For Pre and Post R & M and LE activities, Overall Plant performance evaluation shall be carried out by Consultant in co-ordination with various agencies. Consolidated Plant Performance evaluation and various system/area/equipment performance evaluation report shall be prepared by Consultant. Performance evaluation timeline and report submission timeline shall be as per below details:

a. Main Plant

After Completion of work Performance evaluation to be done by consultant within 04 weeks after synchronization of respective Unit.

b. Main Plant Auxiliaries

Performance evaluation for various equipment / auxiliaries to be done by consultant within 04 weeks after completion of work for respective equipment/auxiliary.

c. Other Area System / Equipment

Performance evaluation for various equipment / auxiliaries for balance of plant / system to be done by consultant within 04 weeks after completion of work for respective equipment/system.

d. Coordination for Performance Evaluation for all area and Preparation of consolidated Performance Evaluation reports including all activities, total cost, cost-benefit analysis etc. shall be submitted to GIPCL within 08 weeks after completion of work.

e. Consolidated Performance Evaluation Reports shall be submitted to GIPCL for submission to various agencies like CEA, GUVNL, GERC, CERC etc.

f. Based on requirement, there may be correction/ alteration in various reports/ details and Consultant need to update/ correct/ revise the details/ reports.

6.1.7.6 Statutory Compliance

- ✓ PMC/ISC Consultant shall assist GIPCL for required statutory compliance as applicable for Existing Thermal Power Plant(s).
- ✓ Consultant shall also guide GIPCL for latest statutory guidelines issued by various agencies like CEA, GUVNL, GERC, GETCO / SLDC, MoEF, IBR etc.

6.1.7.7 Meetings with GUVNL / GERC

Successful Bidder shall assist GIPCL and if required participate in discussion with GUVNL/GERC/CERC/CEA etc. for approval of R&M and LE of SLPP Phase-I (Unit-1 & 2).

Consultant shall ensure that all required activities, corrective actions shall be included and completed to achieve R & M and LE objectives of GIPCL-SLPP Phase-I (Unit-1 & Unit-2). Even though any recommendation / activities not specifically mentioned in DPR but if required to be carried out to achieve R & M and LE objectives shall be included after proper justification and approval.

6.2 **Scope of GIPCL**

GIPCL will provide DPR, operating data, available relevant Drawing/Documents etc., previous RLA reports etc as available. Further any other details, Bidder to visit the site.

1. Boarding & lodging shall be provided at site by GIPCL at company's residential guest house on chargeable basis subject to availability.

2. Local Conveyance at site during engineering stage / meetings shall be provided by GIPCL.
3. Local Conveyance during site execution work shall have to be arranged by the Consultant.
4. First Aid Medical facility shall be provided by GIPCL as available on non-chargeable basis.

6.3 Confidentiality of Data and Documents:

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GIPCL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GIPCL.

7 General Terms & Conditions

7.1 Use of Documents & Information

- 1) The Consultant shall not, without GIPCL's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, documents, reports, pattern therewith to any person other than person employed by the Consultant in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend strictly for purpose of performance only.
- 2) The Consultant shall not, without GIPCL's prior written consent, make use of any document or information except for purpose of performing the Contract.
- 3) Any document other than the Contract itself shall remain the property of GIPCL.

7.2 Patent Rights

The Consultant shall indemnify GIPCL against third party claims of infringement of patent, trademark or rights arising from use of goods/design or any part thereof.

7.3 Statutory Responsibility

The Consultant shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost.

7.4 Insolvency and Breach of Contract

GIPCL may at any time by notice in writing summarily terminate the Contract without compensation to the Consultant in any of the following events:
If the Consultant at any time, is adjudged insolvent or have a receiving order or order from administration of its state made against it or shall take any proceeding for compensation under any Insolvency Act for the time being in force or make any conveyance or assignment with its creditors or suspend payment. If the Consultant being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the Court or debenture holder to appoint a Receiver, Liquidator or Manager.

7.5 Completion Period

Contract period will be from date of issue of LOI/LOA/WO up to **31.12.2028**.

GIPCL reserves right to extend Contract Period for further 12 (twelve) months on same price, terms and conditions without new work order.

7.6 Delay in Execution or Failure to complete the Contract

- i. Any delay in completion of the Services/Work shall attract liquidated damage/ penalty for late completion as per Liquidated Damage (Clause 7.7) of this Tender.
- ii. If the Consultant fails to complete the entire work (as specified in scope of work) or fails to start the work within specified time frame after issue of LOI / LOA/ Work Order or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, GIPCL shall have the right to get the work done through any other agency at the risk and cost of the Consultant. Further to this, GIPCL may, without prejudice to the right of the Consultant to recover damages for breach of trust of the Contract, may impose penalties.
- iii. If, at any time, the consultant's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed activities, the consultant shall submit to the OWNER, a revised programmed with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The consultant shall, at the same time/forthwith notify promptly to GIPCL of the steps being taken to expedite progress of the activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Consultant shall in order to overcome the situation, forthwith mobilize required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.
- iv. In case further slippage is observed in the progress of activities, as per agreed time schedule or failure by Consultant, at any stage of the Contract, to perform the Contract diligently to fulfil his obligations as per the Contract, GIPCL reserves the right to engage any other Contractor(s)/sub-contractor(s) at any time, at the risk and cost of the Consultant to ensure completion of the work in line with the agreed time schedule. Further, GIPCL will also deduct Liquidated Damages (LD) arising out of any such delay, if any, as per the terms of this tender document or recover the costs, expenses, losses, damages incurred or suffered by GIPCL as per the recourse available under this tender document or any other law for the time being in force.

7.7 Liquidated Damages for Delay

- i. Considering the nature of assignment & role of the Consultant in R&M and LE Works, Liquidated Damages (LD) may not be applicable to this Contract on individual milestone basis and may not be recovered from invoices submitted against progressive milestone. The Consultant shall ensure timely completion of all activities in his scope to match project schedule.

- ii. However, GIPCL reserves the right to levy up to 10% sum of the total order value + GST (if applicable) @ 0.5 % per week of delay as Liquidated Damages from the Performance Bank Guarantee/Security Deposit/ final invoice payment to the Consultant at the time of contract closing, if the delay in Project implementation is attributable to Consultant.
- iii. **Maximum applicable Liquidated Damages:** The upper ceiling for total liquidated damages for delay shall be maximum 10% of the Contract Price+ GST (if applicable).
- iv. The said right of the GIPCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Consultant.
- v. Any strike / lockouts at works or site of the Consultant or his sub-supplier/sub-contractor shall not be considered as force majeure condition.
- vi. For calculation of LD, date of issue of LOI / LOA / Work Order shall be the reference date.
- vii. GIPCL reserves the right to forfeit Bid security/ Security Deposit or deduct payment or claim damages from the Consultant if during tendering or during project execution stage it is found that Bidder has violated any terms and condition of the tender.

7.8 Termination for Default

- i. The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of 30 days of default sent to the Consultant, terminate the Contract in whole or in part if the Consultant fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Services/Work/Supply or, If the Consultant fails to perform any other obligations(s) under the Contract.
- ii. In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may engage/procure, upon such terms and in such manner as it deems appropriate, services/goods similar to those undelivered, the Consultant shall be liable to the Owner for any excess costs for such similar services/goods. However, the Consultant shall continue the performance of the Contract to the extent not terminated.

7.9 Breach and Cancellation of the Contract

- i. In case of non-performance in any form or change of the covenant and conditions of the Contract by the Consultant, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Consultant that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.
- ii. The Owner may cancel the order or a portion thereof, and if so purchase or authorize purchase of the Services not so delivered or order assignments or services of similar description (opinion of the Owner shall be final) at the risk and cost of the Consultant.

7.10 Force Majeure

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- ii. The term “Force Majeure” shall have herein mean riots (other than among the Consultant’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, pandemic/epidemic like Covid-19, fires not caused by the Consultants negligence and other causes which the Consultant has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- iii. Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- v. If works are suspended by Force Majeure conditions lasting for more than two (2) months, GIPCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- vi. The Consultant shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

7.11 Insurance

The Consultant shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Consultant shall also undertake a Third Party Insurance. The Owner shall not be responsible for any such loss or mishap.

7.12 Responsibility of the Bidder

The Bidder shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this tender including but not limited to its specification, schedules, and annexure / appendix.

7.13 Governing Language

The Contract shall be written in English Language. All correspondence and documents pertaining to the Contract, which are exchanged by the Owner and Consultant, shall be written in English.

7.14 Order Amendments

No variation in or modification of the terms of the contract shall be made except by written amendments issued by the Owner.

7.15 Assignments or Subletting of Contract

The Consultant shall not, without the prior consent in writing of the Owner, assign or sublet or transfer its Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, or for any part of the work of which makers are named in the Contract, provided that any such consent shall not relieve the Consultant from any obligation, duty or responsibility under the Contract.

7.16 Subcontracts

- (i) The Consultant shall notify the Owner in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification in its original Bid or later shall not relieve the Consultant from any liability or obligation under the Contract.
- (ii) Subcontracting a work shall not, under any circumstances, relieve the Consultant from its obligations towards the Project and the Owner.
- (iii) In case, the Consultant engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License/permits for carrying out such part of the work.

7.17 Terms of Payment

Terms of Payment FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE- I (2 X 125 MW, UNIT – 1 & 2):

Sr.	Milestone for Works	Amount
A.	Terms of Payment for Engineering and site execution works (as per Schedule of Price (Part-A))	
1	Advance Payment against (i) Acceptance of LOI / LOA/ Work Order (ii) Submission of Advance Bank Guarantee of equivalent amount (iii) Submission of Performance Bank Guarantee 10% of the total LOI / LOA/ Work Order Price	10% of the Price (As per schedule of Price- Part A)
2	Review of various tendering specification documents including Preparation of tenders for major system / equipment covered in R & M and LE on Pro-Rata basis	20 % of the Price (As per schedule of Price- Part A)
3	Completion of R & M and LE work for First Unit and Performance evaluation of First Unit	25 % of the Price (As per schedule of Price- Part A)
4	Completion of R & M and LE work for Second Unit and Performance evaluation of Second Unit	25 % of the Price (As per schedule of Price- Part A)
5	Preparation of consolidated Performance Evaluation reports including all activities, total cost, cost-benefit analysis etc.	10% of the Price (As per schedule of Price- Part A)
6	After successful submission of Details to GUVNL/GERC/CEA etc. and obtaining approval	10% of the Price (As per schedule of Price- Part A)
B.	Terms of Payment for deputation of manpower of consultant at site for site execution (as per Schedule of Price (Part-B))	
1	Payment shall be released based on actual deployment of manpower on Man-month basis for site execution	90% of the Price (As per schedule of Price- Part B)
2	After successful submission of Details to GUVNL/GERC/CEA etc.	10% of the Price (As per schedule of Price- Part B)

C.	Terms of Payment for Inspection and Expedition Services (as per Schedule of Price (Part-C))	
1	Terms of Payment for Inspection and Expedition Service	Payment for deployment of Man power shall be released based on actual inspection and expediting work. Invoices to be raised on Monthly basis.

Notes :

- 1) List for Preparation of major tender specification shall be mutually decided by GIPCL and Consultant based on criticality of system, area and services etc. after award of LOI/LOA/WO for this RFP document.
- 2) It may please be noted that Terms of payment mentioned above is notional and does not cover all scope/activities to be done by Consultant for R&M and LE.

7.18 Payments Procedure

Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Consultant shall be entitled to payment as follows:

- a. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LOI / LOA / Work Order. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of Services/Works/ Milestone of Works.
- b. The Consultant shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 21 (Twenty One) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoice.
- c. The Consultant shall submit the bill / invoice for the work executed showing separately GST and any other statutory levies in the bill / invoice.
- d. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- e. In case Consultant fails to submit the invoice with all the required documents to process payments, GIPCL reserves the right to hold the payment of the Consultant against such bills.

7.19 Court of Competent Jurisdiction

The Courts of Vadodara shall have exclusive jurisdiction in all matters arising under the Contract.

7.20 Law and Procedure

- i. The law which is to apply to the Contract and under which the Contract is to be construed shall be Indian Law.
- ii. The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

7.21 Construction of Contract

The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

7.22 Notices

- i. For all purpose of the Contract, including arbitration there under, the address of the Consultant mentioned in the Bid shall be the address to which all communications addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GIPCL. The Consultant shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.
- ii. Any communication or notice on behalf of the Owner in relation to the LOI / LOA / Work Order/Contract Agreement may be issued to the Consultant by the Owner and all such communication and notice may be served on the Consultant either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.
- iii. Instructions or notices to the Consultant and notices from the Consultant to GIPCL recorded in a minute signed by the authorized representatives of both GIPCL and the Consultant. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

7.23 Risk Purchase

If the Consultant fails, on receipt of the LOI / LOA / Work Order, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GIPCL shall have the liberty to get the work done through other agency at the Consultant's own risk and additional cost if any. If the situation, so warrants, to compel GIPCL to cancel the LOI / LOA / Work Order placed on the Consultant, it shall be liable to compensate the loss or damage, which GIPCL may sustain due to reasons of failure on Consultant's part to execute the work in time.

7.24 Confidential Information

- i. GIPCL and the Consultant shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor(s) such documents, data and other information it receives from GIPCL to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Consultant
- ii. Notwithstanding the generality of the foregoing all maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Consultant, by the Company in connection with the performance of the Contract shall be held confidential by the Consultant and shall remain the property of the Company and shall not be used or disclosed to third parties by the Consultant for any purpose other than for which they have been supplied or prepared. The Consultant may disclose to third parties, upon execution of secrecy agreements satisfactory to the Company, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Contract under this Clause
- iii. Maps, layouts and photographs of the unit/integrated plant including its surrounding region's showing vital installation for national security shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Company and upon execution of secrecy agreements satisfactory to the Company with such third parties prior to disclosure.
- iv. Title to secret processes, if any, developed by the Consultant on an exclusive basis and employed in the design of the unit shall remain with the Consultant. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Consultant and execution by such third parties of secrecy agreements satisfactory to the Consultant prior to disclosure.
- v. Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Consultant has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction, erection, start-up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- vi. The obligation of a party under this Clause 7.24, however, shall not apply to that information which:
 - a. now or hereafter enters the public domain through no fault of that Party

- b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
 - c. Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality
- vii. The above provisions of this Clause 7.24 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- viii. The provisions of this Clause 7.24 shall survive Termination, for whatever reason, of the Contract.

7.25 Limitation of Liability (LLP)

- i. The total liability of the Consultant under or in connection with this Tender and the consequent Contract shall not exceed the full Contract Price inclusive of taxes and duties.
- ii. This sub-Clause shall not limit the liability in case of fraud, deliberate default/negligence, reckless misconduct or illegal or unlawful acts by the Consultant.

8 Special Terms & Conditions

8.1 Definition

- 1) The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.
- 2) Objective of the Work/Assignment: The main objective is “REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2)”.

8.2 Units & Standards/Codes/Regulation

The International System of Units (SI) shall be used for carrying out the services mentioned in the specification. Indian Standards, Codes and Regulations, wherever applicable shall be adopted and adhered to by the Consultant. In case of such Indian Standards/Codes/Regulations being not available in particular areas, applicable and acceptable international standards shall be followed. The Consultant shall also comply with any changes / modifications in the Standards while undertaking the above studies and preparation of various reports.

8.3 Site Inspection & Basis of Bid

The volume and quantity of work indicated in schedule of works may vary. The Bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The Bidder should be specially note that it is Bidder responsibility to provide any items which is not specifically mentioned in the specifications and scope, but which is necessary to complete the work and Bidder shall make his own arrangements for the transport of personnel and equipment to the site and for the stay and boarding facilities of their team during the work. No extra claim will be entertained at post bidding stage. GIPCL will provide office space (Porta cabin/ any other arrangement) for sitting arrangement of employee of consultant during their deputation.

8.4 Price Escalation

The rate(s) quoted against the work shall remain firm during the entire Contract period.

8.5 Taxes and Duties

- i. The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.
- ii. Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.

- iii. Statutory variations in the tax shall be permitted as under:
- (A) **Statutory variations during original contractual completion period :**
- If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidences.
 - If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.
- (B) **Statutory variations beyond original contractual completion period:**
- (i) If reasons for extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.
- (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
- (a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however, GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
- (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.
- (iii) Variation on account of exchange rate will not be payable.

8.6 Compliance to Labour laws

- i. The Bidder shall comply to various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Consultant and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Consultant.
- ii. The Contractor shall be responsible to provide all wages and allied benefits to its labours/Employees engaged for execution of the project work. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- iii. The liabilities of all types of applicable insurance coverage for the Consultant's personnel engaged for the scope of services shall rest with the Engineering Consultant, and GIPCL shall not be responsible for any liability / damages, whatsoever.

- iv. The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.

8.7 Termination of Contract

- The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of 30 days of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.
- In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Contractor shall be liable to the Owner for any excess costs for such similar goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.
- Without prejudice to any of the rights or remedies under this contract, if the Consultant dies, the Engineer-in-Charge on behalf of GIPCL shall have the option of terminating the Contract without compensation to the Consultant.

8.8 Deliverables with timeline

The major deliverables along with time lines are as follows.

Sr.	Activity	Time Schedule
1	Site visit and required data collection for preparation of Technical Specifications	Within Two (02) Weeks from the date of LOI / LOA / Work Order
2	Preparation of tentative list of package(s) for implementation of R&M and LE and their tendering modality	Within 12 Weeks from the date of LOI / LOA / Work Order
3	Submission of brief report for GIPCL review and discussion about overall concept of implementation of R&M and LE including number of packages etc.	Within 14 Weeks from the date of LOI / LOA / Work Order
4	Presentation to GIPCL about overall concept of implementation of R&M and LE.	Within 16 Weeks from the date of LOI / LOA / Work Order
5	Assisting GIPCL for internal approval for R&M and LE : List of package(s)/system(s), Tendering modality and overall concept of implementation	Based on requirement

6	Preparation and Finalization of L1/L2/L3, Project schedule	Within 16 Weeks from the date of LOI / LOA / Work Order
7	Preparation and Finalization of DRAFT technical specification for major system / equipment	Within Thirty (30) Weeks from the date of LOI /LOA / Work Order
8	Submission of updated/ revised /final technical specification for major system / equipment, based on GIPCL observations/comments	Within 02 weeks after GIPCL's observations /comments
9	Review and implementation / execution of R&M and LE activities	As per requirement
10	Performance Evaluation Reports	Within Four (04) Weeks After Unit work completion and synchronisation. To be submitted for both Units separately.
11	Compilation of Total Cost and required Performance Evaluation Reports	Within Eight (08) Weeks after R & M and LE work completion of second Unit

8.9 Adherence to Health, safety, security and environment norms

The Consultant shall have to provide necessary and adequate health & safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment/ material or injury to workmen. The Owner shall not be responsible for any such accidents. Consultant shall ensure environmental norms as per government regulations and amendment from time to time.

8.10 Extension of Contract

GIPCL reserves right to extend Contract Period for further 12 (twelve) months on same price, terms and conditions without new work order.

Further Contract extension (if required) shall be done based on mutual discussion.

Appendix-1: Format for covering Letter

To,
Shri C. S. Jadeja
Addl. General Manager (O & M),
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394110

Bid No:

From :

To,
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394110

I/We, the undersigned have carefully examined and understood the tender document. I/we hereby agree to carry out work & provide services as described in scope of work & other parts of tender.

In case of award of work, we shall complete the work as per the prescribed schedule in the tender.

Authorised signatory
Name & designation with seal

Date:

Place

Appendix-2 Details of Bidder

To,

Shri C. S. Jadeja

Addl. General Manager (O & M),

Surat Lignite Power Plant,

Gujarat Industries Power Company Limited

At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394110

Sub: Submission of the RFP Document No. “GIPCL/SLPP/PH-I/R&M/PMC & ISC/24-25 Dated 25th October 2024”.

- i. (a) Name of the Bidder:
(b) Registered Office Address:
(c) Telephone No. & Fax No.
(d) E-mail ID & Website :
(e) GST No. (Copy Attached: Yes/No):
(f) Income Tax Permanent Account No (Copy of PAN Attached: Yes /No):
- ii. Details of individual(s) who will serve as the point of contact/ communication for Company:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-mail address:
- iii. Particulars of the Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Telephone Number:
(e) E-mail address:
- iv. Details of current business of the Applicant:
- v. Detail of experience in R & M and LE for Thermal Power Plants (use separate sheet if required) required as per Eligibility Criteria
- vi. Whether the Applicant or any of its promoter(s)/director(s)/ associates is blacklisted by any central government or state government/ department/ agency in India? (yes/no)
- vii. Any other information (use separate sheet)

Company Seal

Signature of Bidder

Appendix-3 Details of Qualified Technical Staff (proposed to be associated with assignment) along with Curriculum Vitae

Sr. No.	Name	Educational Qualification	Position in the Firm	Years of Relevant Experience	Expertise
1					
2					
3					
4					
5					
6					

Format of Curriculum Vitae (to be provided by all the Team Members including Team Leader)

1. Name of Staff: _____
2. Proposed Position: _____
3. Employer: _____
4. Date of Birth: _____ Nationality: _____
5. Education

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Year Obtained

6. Countries of Work Experience: _____
7. Languages: _____
8. Employment Record

Name of the Firm	From – To Date	Designation/ Position held

9. Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work

Name of assignment or project: _____
 Year: _____
 Location: _____
 Client: _____
 Main project features: _____
 Positions held: _____
 Activities performed: _____

Note:

*Kindly submit copies of CV and appropriate certifications with this sheet.
 Additional sheets may be used to provide accurate information.*

Appendix-4 Declaration of Compliance

To,
Shri C. S. Jadeja
Addl. General Manager (O & M),
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394110

Sub: Declaration of compliance for the Bid for Appointment of Consultant for Project Management Consultancy (PMC) services and Implementation Support Consultant (ISC) for Renovation & Modernisation (R & M) and Life Extension (LE) of SLPP Phase-I (2 x 125 MW, Unit- 1 & 2).

Dear Sir,

This is to certify that I, _____,
am the duly authorized signatory appointed on behalf of my organization to submit this Bid. The authorization letter is attached herewith.

I agree to all the terms and conditions set forth in this RFP Document.

If awarded the job, the job work shall also confirm to the terms and conditions, as well as specifications indicated in the RFP documents and as finally indicated by the Evaluation Committee.

I further certify that all the information provided in this document is accurate to the best of my knowledge.

Signature: _____ Designation: _____

Name: _____ Organization: _____

Address: _____ Phone: _____

Email: _____

Appendix-5 No Deviation Certificate

To,
Shri C. S. Jadeja
Addl. General Manager (O & M),
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394110

Sub: No deviation certificate regarding Bid for Appointment of Consultant for Project Management Consultancy (PMC) services and Implementation Support Consultant (ISC) for Renovation & Modernisation (R & M) and Life Extension (LE) of SLPP Phase-I (2x125 MW, Unit- 1 & 2).

Dear Sir,

We _____

(Bidder's name), confirm our acceptance to all terms and conditions mentioned in the RFP Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

SEAL AND SIGNATURE OF BIDDER

Date: _____

Appendix-6 Format of Power of Attorney as Authorized Signatory

(On a non-judicial stamp paper of appropriate value)

Know all men by these presents, We ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at.....,who is presently employed

with us and holding the position 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 Bid for Project Management Consultancy (PMC) services and Implementation Support Consultant (ISC) for Renovation & Modernisation (R & M) and Life Extension (LE) of SLPP Phase - I (2 x 125 MW, Unit-1 & 2) pursuant to the RFP document no. _____ issued by Gujarat Industries Power Company Limited ("GIPCL") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Company, representing us in all matters before the Company, signing and execution of LOI / LOA / Work Order all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Company 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 LOI / LOA / Work Order issued by the Company the entering into of the Contract Agreement with GIPCL.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted
(Signature, name, designation and address of the Attorney)

Notarised

(Sign and Seal of Bidder)

Notes:

- 1. 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostile certificate.*
- 4. This format for Power of Attorney is for reference and in case a Bidder has a different format approved by their management then the same can submitted.*

Appendix-7 Format of Summary of Audited Financial statements

To,
Shri C. S. Jadeja
Addl. General Manager (O & M),
Surat Lignite Power Plant,
Gujarat Industries Power Company Limited
At : Nani Naroli, Taluka – Mangrol, Dist. Surat – 394110

Sub: Summary of Financial Statement

Ref: Request for Proposal for Bid for Appointment of Consultant for Project Management Consultancy (PMC) services and Implementation Support Consultant (ISC) for Renovation & Modernisation (R & M) and Life Extension (LE) of SLPP Phase - I (2 x 125 MW, Unit-1 & 2).

Dear Sir,

This is to certify that..... *[Insert name of Bidder]* (The “Bidder”) having its Registered Office at..... *[Insert Registered Address of the Bidder]* with PAN No.....*[Insert PAN No. of the Bidder]* is in the business of..... *[Insert briefly the nature of the business]*, has recorded the following turnovers and net worth:

Financial Year	Turnover (in INR)	Net worth (in INR)	For official use
			Audited Statement attached
2021-22			Yes/ No
2022-23			Yes/ No
2023-24			Yes/ No

All figures indicated herein are arrived from the Audit Reports of the Bidder duly submitted to the Income Tax Department.

Sincerely yours,

[Official seal of the Chartered Accountant]

[Insert Name of the Chartered Accountant]

Date: [Insert address and contact information of the Chartered Accountant]

Place:

All figures indicated herein are calculated as per the guidelines mentioned in the Tender.

NOTES:

- A. If the Bidder is seeking financial qualification based on the financial standing of the Parent Company, then a similar certificate summarizing the financial statement of the Parent Company shall be attached by the Bidder as a part of the Bid.

- B. All audited statements to be attached by the Bidder as a part of the Bid.

Appendix-8 (a) Proforma for Bank Guarantee for Earnest Money Deposit (EMD)

(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 Post: Ranoli, Dist.Vadodara – 391 350, 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..... (Rupeesonly) towards earnest money in lieu of cash.
2. WeBank 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. WeBank 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

Note: BGs to be furnished from any of the banks listed at Appendix 9.

Appendix-8 (b) Proforma for Contract Security –cum-Performance Guarantee by Seller/Contractor

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

BG No. _____

Date _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at Post: Ranoli, Dist. Vadodara – 391 350, 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) foron the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and whereas 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. WeBank having its branch office atdo 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 notwithstanding 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. WeBank 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

Note: BGs to be furnished from any of the banks listed at Appendix 9.

Appendix-9 List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable for GIPCL:

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- IDBI Bank
- Karur Vyasa Bank

Appendix-10 Form of declaration of eligibility

(On the letter head of Company)

Ref. No.:

Date:

I/ We, M/s hereby certify that I/we have not been declared blacklisted/banned/de-listed/debarred from similar business by State/Central Govt. departments or Government Under takings in accordance with Clause No. 3.2 (C) (vi) of RFP document No. "GIPCL/SLPP/PH-I/R&M/PMC & ISC/24-25 Dated 25th October, 2024".

on Banning of Business Dealings.

(Seal & Signature of the Bidder)

Appendix-11 Format for Schedule of Price

SCHEDULE OF PRICE FOR REQUEST FOR PROPOSAL (RFP) FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES AND IMPLEMENTATION SUPPORT CONSULTANT (ISC) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SURAT LIGNITE POWER PLANT (SLPP) PHASE-I (2X125 MW, UNIT-1 & 2).

Sr. No.	Description	Qty	Unit	Rate	Total Price in Rs.
A.	Engineering and site execution works				
A.1	Planning, review of recommendations in DPR, Preparation of list of packages for implementation of R&M and LE and their tendering modality, Submission of brief report for GIPCL about overall concept of implementation of R&M, Presentation to GIPCL about overall concept of implementation, Review of Pre & Post tendering :Design and Engineering, drawings review, OEM / Manufacturer required co-ordination, preparation of major tender specifications, review of tender specifications, Vetting/Review of Technical bid evaluation (based on requirement) for various equipments / agencies / services, inspection, expediting work, Attending Review Meetings, site supervision, planning of site activities within the scheduled time, site progress report ,additional work if required, testing, evaluation of various testing reports, review of as built documents, Performance evaluation of various Packages / System / Equipments, Preparation of consolidated Performance Evaluation reports including all activities, total cost, cost-benefit analysis, required co-ordination and meetings with GUVNL / GERC /CEA / CERC etc.	1	Lumpsum		
B.	Deputation of manpower of consultant at site for site execution				
B.1	Manpower with more than 20 Years of relevant Experience	05	Man months		
B.2	Manpower with more than 15 Years of relevant Experience	10	Man months		
B.3	Manpower with more than 10 Years of relevant Experience	15	Man months		
B.4	Manpower with more than 05 Years of relevant Experience	15	Man months		

C.	Inspection and Expedition Services				
C.1	Inspection and expediting services	190	Man-days		
D	Total Price (A + B + C) (in Rs.)				
E	GST (D x 18%)				
F	Grand Total Price with GST (in Rs.) (D + E)				

Notes:

1. Price shall remain Firm for the contract Period.
2. Scope of work mentioned in Price Schedule does not cover all activities for R&M and LE. Bidder/ Consultant to consider Scope of Work mentioned in this Tender document.
3. Deputation of Man Power shall be Pre-Approved from GIPCL and as directed by GIPCL. GIPCL reserve rights to deduct the penalty amount for non-deputation of required manpower for site supervision as well as inspection and expediting work.
4. Engineering Coordination Meetings at site : Accommodation may be provided by GIPCL on chargeable basis based on availability. Local transportation may be provided by GIPCL.
5. Factory Inspection and Expediting services : Man-day rate shall be considered inclusive of all facilities like lodging, boarding, travelling, local transport etc. For billing, man-day shall be considered based on actual stay at inspection place /vendor works/offices.
6. Site Supervision services : Man-month rate shall be considered inclusive of all facilities like lodging, boarding, travelling, local transport etc. Accommodation may be provided by GIPCL at site on chargeable basis based on availability.
7. The given schedule and quantities for Man-months and Man-days are tentative only. The Payment shall be done on actual quantities for respective services.
8. For increase upto 20% or decrease in man months within the Contract Period the rate of man month for Part-B with respective experience as per actual deputation at site shall be applied.
9. For increase upto 20% or decrease in mandays within the contract period the rate of Part-C (Inspection and Expedition Services) shall be applied.
10. The Grand Total Price with GST will be considered for evaluation.
11. Any variation in taxes/ statutory levies post bidding shall be reimbursed at actual on submission of documentary proof.

Appendix-12 - Format for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

(On Company Letter Head with seal)

I, _____{**Name of Authorized Person**} on behalf of (**[Name of Bidder]**)
Undertake to GIPCL that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly thorough written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that GIPCL is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to GIPCL as per law .
3. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Vadodara, Gujarat.
4. I undertake to sign Non Disclosure Agreement (NDA) in case of assigning the job.

Company Seal

Authorized Signatory

Place:

Date:

Appendix-13: Format for Bank Guarantee for Advance Payment

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

B. G. No. _____ Date: _____

1. In consideration of Gujarat Industries Power Company Limited, having its office at Post: Ranoli, Dist. Vadodara – 391 350, 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) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s. (hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order dated.on production of a bank guarantee of equivalent amount.
2. WeBank having its branch office atdo 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 and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). 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 claim 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 valid discharge of our liability for payment there under. Our liability to pay is not dependable 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)/Sellers 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. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) 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 Contractor(s)/ Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges the guarantee.
6. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till project completion date..... as per LOI / LOA / Work order reference..... dated.....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.....

.....Bank

Corporate Seal of the Bank

Attorney

By its constitutional

Signature of duly
Authorized person
On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at Appendix 9.

Address of Corporate Office should be referred in case of Foreign BG.

Appendix-14 Procedure for Online Payment (Transfer of Tender Fee/EMD)

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, Advance for DM water etc.”

(The link is visible as horizontal highlighted in “Blue” shade 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 from Materials Dept. or Concerned Person, 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 shared with Concerned Person of GIPCL.

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

OR

By way of RTGS/NEFT/IFT.

RTGS/NEFT/IFT details:

1. **Name of account holder:** Gujarat Industries Power Co. Ltd.
2. **A/c. No.** 33514692834
3. **Name of Bank:**
State Bank of India
Address of Bank Utility Building,
Nani Naroli, Taluka - Mangrol,
Dist. Surat.
Pin 394 110
4. **IFSC code:** SBIN0013423
MICR code: 394002513