



**TENDER FOR PROCUREMENT OF BOMB CALORIMETER
WITH BUY BACK**

**GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT PO PETROCHEMICALS, DIST. VADODARA-
391346(GUJARAT)
Phone Nos.: (0265) 2234252, 2234257**

**TENDER FOR PROCUREMENT OF LECO INSTRUMENT AC 500 (BOMB
CALORIMETER) WITH BUY BACK**

**Bid No.: GIPCL/MATLS/BOMB
CLAORIMETER/2018-19**



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



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Tender enquiry comprises of followings annexure:

1)	NOTICE INVITING TENDER	
2)	INSTRUCTION TO BIDDER	SECTION-A
3)	INSTRUCTION TO BIDDER FOR ONLINE TENDERING	SECTION-B
4)	GENERAL CONDITIONS OF CONTRACT	SECTION-C
5)	TECHNICAL FORMAT	SECTION-D
6)	FORMATE OF BANK GURANTEE FOR EMD	SECTION-E
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8)	DEVIATION SHEET	SECTION-G
9)	VENDOR DETAILS	SECTION-H



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NOTICE INVITING TENDER (NIT) TENDER NO.: GIPCL/MATLS/Bomb Calorimeter/2018-19)

Name of work	Procurement of Bomb Calorimeter with buy back
Place of Supply	GUJARAT INDUSTRIES POWER CO. LTD, Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli Taluka: Mangrol Dist: Surat pin: 394 110 (Gujarat)
EMD	Rs. 25000/- (Rs. Fifty Five Thousand only) as per clause No.04 of Section A.
PBG	10% of Order Value (excluding Taxes & Duties, Freight, P&F Charges etc.) Valid for 24 MONTHS from any Schedule Public Sector Bank or Schedule Private Sector Bank in favor of Gujarat Industries Power Company Ltd as per Clause No.01 of Section C, GCC.
Cost of tender document / tender fee	NIL
Availability of online Tender document	Tender will be available on (n) Procure from 29.01.2019
Last date of online submission of offer	29/01/2019, 17:30 hrs. on (n) Procure
Submission of EMD and other supporting documents for technical Bid in physical form	On or before 29/01/2019 at 17:30 hrs. at office of GIPCL, P.O. Petrochemical – 391346 Dist.: Vadodara, Gujarat – India



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NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of Tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online through the website www.nprocure.com.
5. The EMD & other supporting documents are to be submitted in physical form only at the following address:-

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



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SECTION-A INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1009.4 MW comprising of 310 MW Gas based Station at Vadodara, 4x125 MW Lignite based Power Plant at Village : Nani Naroli, Tal. Mangrol, Dist. Surat 394 110, Gujarat ("SLPP"), 5 MW PV based Solar Power Plant at SLPP and 1 MW each at Village Amrol and Vastan. GIPCL has also commissioned 112.4 MW wind power in District Amreli & Nakhatrana Gujarat and 80MW PV based Solar Power Plant at Charanka Solar Park, Gujarat

GIPCL Vadodara Station is located at village Dhanora, Dist. Vadodara; Gujarat has two units St # 1 of 145 MW (32x3 + 49x1) & St # 2 of 165MW (111x1 + 54x1) capacity each. The plant is based on combined cycle technology using Natural Gas/R-LNG as a fuel. Stations are operated either at part load or at base load depending on the Grid demand.

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

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

2. SCOPE OF SUPPLY:

The scope of agency shall be as follows:-

1. Supply, erection and commissioning of LECO instrument AC-500 (Bomb Calorimeter, AC-500 isoperiobol Calorimeter) as per specification specified in section-D.
2. Buy Back of existing Bomb Calorimeter.

Detail Scope of Supply comprises of supply, erection & commissioning of Leco instrument AC-500 (Bomb Calorimeter AC-500 isoperiobol Calorimeter) at site and buy back of existing /old bomb calorimeter.

Also, Contractor shall take away the buyback material within 10 days after delivery of new bomb calorimeter. **Buy back of old/existing Bomb Calorimeter is mandatory.** Failing which, Bid shall not be considered for evaluation. Necessary arrangement for the transportation and insurance is to be made by bidder only. Bidder may visit the site to evaluate & supervise the condition of existing Bomb Calorimeter for buy back.



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Contractor shall provide free service after sales for the period of two years at free of cost.

Details of old/existing Bomb Calorimeter for Buy Back:-

Make:- Leco

Model:- AC350

Year of Purchase:- 1999-2000

Working Condition:- No

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Technical Specifications, etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents shall be rejected.
- 3.5 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.6 The tender documents shall not be transferable.
- 3.7 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required prior to due date of tender.
- 3.8 Conditional offers shall not be considered and liable to be rejected.
- 3.9 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.10 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.11 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.12 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.13 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.
- 3.14 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including



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any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.

4. Earnest Money Deposit (EMD)

Bidder has to submit an EMD of Rs. 25,000 /- (Rupees Twenty Five Thousand only) along with tender. The EMD shall be in the form of either –

- a) A crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. payable at Vadodara.

OR

- b) An irrevocable Bank Guarantee drawn on any Nationalized Bank including public sector bank, ICICI Bank, HDFC Bank, IDBI, KALUPUR Commercial Co-operative Bank, Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB bank, ING Vyasya Bank, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative Bank Ltd, The Mehsana Urban Co-operative bank Ltd or Nutan Nagrik Sahakari bank Ltd in favour of Gujarat Industries Power Company Ltd. Proforma of BG is enclosed herewith as **Section-E.**
- c) In case EMD is paid in the form of BG, it should be valid for 180 days from the due date of submission of offer. The EMD of the unsuccessful bidders will be returned to them after the award of the work order to the successful bidder. Any bid not accompanied with EMD will be rejected. In case, any Bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited.
- d) No interest shall be payable on EMD.
- e) EMD of successful bidder shall be converted to Security deposit and it shall be returned only after acceptance of material at site.

5. ELIGIBILITY CRITERIA

- 5.1 As delivery period is the essence of the tender, bidder should accept the delivery period mentioned in the Tender. Otherwise, offer will not be considered.
- 5.2 All the tender documents shall be submitted with sign and stamp on each & every page.
- 5.3 Party shall be a manufacturer or an authorized dealer of the **Leco make lab equipments and shall produce a valid authorization certificate during technical bid.**
- 5.4 Party shall **furnish the PO copy of the calorimeter under subject to any power plant or NABL accredited laboratory during last five years from the date of publishing the tender.**
- 5.3 Minimum average turnover should be 25 lacs in last three financial years i.e 2015-16, 2016-17, 2017-2018. Balance Sheet of the company along with profit and loss account to be submitted duly audited by chartered accountant. The Balance sheet must be in the name of the Company who is purchasing the tender document any type of MOU for this purpose shall not be entertained.
- 5.4 Bidder should submit documentary evidence clearly indicating organization structure whether the firm is proprietary / partnership / private limited / public limited etc
- 5.5 Copy of GST along with duly filled **Section-H.**



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Attested copies of relevant documents asked shall be submitted with duly signed & seal on each & every page of it. The all documents will be analyzed and after satisfaction, Price Bid will be open. GIPCL may verify the documents, 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.

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

6. LANGUAGE OF BID

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

7. SCHEDULE OF EMD & TENDER FEES

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

A: MODE OF SUBMISSION

The Bids shall be submitted in two parts along with EMD within dates specified in NIT as under:-

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

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

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

- 1. The Tender Documents of **(Section-A to Section-H)** duly signed in all pages without price bid along with techno-commercial deviations, if any shall accompany



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the bid. If you don't have deviations then write "NIL" in the deviation sheet and then submit with sign & stamp.

2. EMD in the form of DD/BG.
3. **Proof of minimum eligibility criteria as per clause no- 5 of Section-A**

b) Price Bid:

Price Bid of item and existing/old item buy back shall be submitted only in soft form through
(n) Procure Only.

9. EVALUATION & COMPARISON OF BIDS

- 9.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the overall lowest/item wise lowest evaluated Bid in conformity with the specifications of the tender documents at his sole discretion.
- 9.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of GIPCL will be final.
- 9.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 9.4 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 9.5 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.
- 9.6 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

10. METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (iii) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.

11. MODIFICATION AND WITHDRAWAL OF BIDS

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



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and the expiration of the period of bid validity.

12. POLICY FOR BIDS UNDER CONSIDERATION

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

13. EFFECT AND VALIDITY OF THE BID

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

14. PRELIMINARY EXAMINATION OF BIDS

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

13.2 Arithmetical errors will be rectified on the following basis:

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

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

14. RIGHT OF REJECTION OF TENDERS

- 14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 14.2 Any Tender without EMD will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.



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15. AWARD OF CONTRACT

- 15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the overall lowest quotation/item wise lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily at sole discretion of GIPCL
- 15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Purchase Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

17. ASSIGNMENT AND SUB-LETTING

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

18. CLARIFICATION OF BIDDING DOCUMENTS

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

19. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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



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SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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

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



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SECTION-C

GENERAL CONDITIONS OF CONTRACT

1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at **10% of the Purchase Order Value (excluding Taxes & Duties, Freight, P&F Charges etc.) valid for 24 months from date of commissioning at GIPCL-SLPP from any Schedule Public Sector Bank or Schedule Private Sector Bank** in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted within a week (i.e. 7 days) from the date of receipt of material, whichever is earlier.

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

2) PRICE AND QUANTITY

Price quoted by the bidder should be firm and no price increase will be allowed to the supplier. The Bidder should quote price on free delivery at GIPCL-SLPP Plant on door delivery basis. **Prices will be inclusive of inspection, packing and forwarding, transportation, transit Insurance, Stacking, Loading/unloading, erection and commissioning of LECO MAKE instrument at site as well as any other charges etc.** However applicable GST shall be paid extra at actual.

3) GOODS AND SERVICE TAX

Bidder shall clearly state in their bid whether prices are exclusive of GST/Duties or inclusive of GST/Duties. In absence of any clarification, it will be construed that quoted price are inclusive of sales tax/Duties.

4) PRE-DISPATCH INSPECTION

GIPCL will carry out Pre dispatch inspection. Bidder shall inform 15 days in advance for pre-dispatch inspection

5) DELIVERY

Bidder should supply material within **03 months** from the date of receipt of LOI/Purchase Order from GIPCL failing which penalty @ 0.5% per week per order value/item value (excluding T&D) shall be levied by GIPCL for late supply maximum up to 10% of items value under order.



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Also any cost, charges or expenses which GIPCL may have paid for which, under the contract, you are liable, will be claimed by GIPCL. All such claims shall be debited/recovered from your bill/amount due.

Material should be directly delivered to GIPCL-SLPP from your works after Inspection & Acceptance test.

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

6) PAYMENT TERM

Payment shall be made as per following:

90% payment shall be made within 30 days on supply, erection & commissioning of material at site and submission of invoice. 10% payment shall be made immediately on submission of PBG.

7) GUARANTEE

Guarantee shall be 24 months from the date of commissioning of material at GIPCL-SLPP. Any defects/problems arising during Guarantee period, Bidder has to rectify the same at their cost & risk.

Contractor shall also provide free service after sales for a period of two years from the date of commissioning of material at site free of cost.

8) LOSS AND DAMAGES

Any loss or damages and deterioration to the material in transit shall be at the cost of the suppliers. It shall be at the discretion of the GIPCL to reject the damaged or spoilt material, if so noticed.

9) INVOICE

Original invoice should be sent at GIPCL- Baroda and duplicate invoice along with challan should be sent at GIPCL-SLPP Store. (Mention the Purchase Order No., HSN Code, GST in Invoice and challan without fail)

10) APPROVAL

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

11) TRANSIT INSURANCE

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to destination. Insurance is to be provided by the supplier at his cost.



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12) TERMINATION OF CONTRACT BY GIPCL

GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days advance notice to the Supplier if any of the following events occur –

- i. Supplier is adjudged as insolvent.
- ii. Supplier has abandoned the contract.
- iii. Supplier fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Supplier has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the Supplier.
- v. Supplier repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.

13) SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

14) INTERPRETATION OF CLAUSE

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

15) FORCE MAJEURE

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

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



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

15) INDEMNITY

The Supplier shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Supplier.

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

16) GOVERNING LAW AND JURISDICTION

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



TENDER FOR PROCUREMENT OF BOMB CALORIMETER WITH BUY BACK

SECTION-D. TECHNICAL FORMAT

A. MATERIAL DETAILS AND QTY

Sr No	Description	Qty	Unit Price in Rs	GST in Percentage(%)	Total Value
1	<p>Supply of LECO instrument AC 500 (bomb calorimeter) which comprises of supply, erection and commissioning at SLPP Site.</p> <p>AC-500 isoperiobol calorimeter package consisting of: calorimeter, vessel heat exchange system, bucket combustion vessel using fuse wire ,and windows based software with accessories operating Supplies. 115/220VAC 50 Hz, single phase. CE</p>	1 Set	Prices shall be quoted through online (n)-Procure only		

All above prices shall be quoted through online (n)-Procure only; Hard copy of price bid shall not be considered/accepted.

B. BUY BACK OFFER (To be submitted online)

Sr.No.	Description	Qty.	Unit Price (RS.)	Total Price (RS.)
1	LESS: BUYBACK OFFER FOR EXISTING/OLD BOMB CALORIMETER	01 No.	Prices shall be quoted through online (n)Procure only	
	ADD: GST	In %		
	GST IN RS			
	ADD: TCS (Against sale of Existing/old bomb calorimeter)	1.00%		
	TOTAL COST FOR BUYBACK			=====
C.	Gross Value (C=A-B)			

Note: You will issue separate DD of above amount to GIPCL against buy back of Existing/old bomb calorimeter and GIPCL will issue the invoice.

All above prices shall be quoted through online (n)-Procure only; Hard copy of price bid shall not be considered/accepted.

NAME OF TENDERER : _____
 SEAL & SIGNATURE OF TENDERER : _____
 NAME OF AUTHORISED PERSON : _____
 ADDRESS : _____
 PHONE NO. _____ FAX No. _____
 MOBILE NO. _____ Email ID. _____



TENDER FOR PROCUREMENT OF BOMB CALORIMETER WITH BUY BACK

Technical Specifications

1. Supply of LECO instrument AC 500 (bomb calorimeter)

Make:- LECO

AC-500 isoperibol calorimeter package consisting of:

Calorimeter

vessel heat exchange system

bucket combustion vessel using fuse wire ,and windows based software with accessories operating
Supplies. 115/220VAC 50 Hz, single phase.

CE approved.

2. Details of old/existing Bomb Calorimeter for Buy Back:-

Make:- Leco

Model:- AC350

Year of Purchase:- 1999-2000

Working Condition:- No

SECTION-E

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____

Date : _____

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

...2....

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

SECTION-F

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

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

B.G. No. _____

Date : _____

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

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

2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. _____ (Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

.....2.....

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

SECTION-G

SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND COMMERCIAL TERMS AND CONDITIONS

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

SECTION-H

VENDOR DETAILS

S.No.	Description	Detail
1	Vendor Contact Person Name	
2	Vendor Mail Id	
3	Vendor Contact No.	
4	GST Detail (Along with Relevant Proof)	

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE