

### **GUJARAT INDUSTRIES POWER COMPANY LIMITED**

**TENDER FOR PROCUREMENT OF NMEJ** 

Bid No.: GIPCL/MATLS/NMEJ SUPPLY/2019-20



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT** 



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### **NOTICE INVITING TENDER (NIT)**

TENDER NO.: GIPCL/MATLS/NMEJ SUPPLY/2019-20

Procurement of NMEJ, Dust Trap, Fabrics for NMEJ
GUJARAT INDUSTRIES POWER CO. LTD,
Surat Lignita Dawer Plant (SLDD)
Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli
Taluka: Mangrol
Dist: Surat
pin: 394112 (Gujarat)
Quantity shall be as per Section-D
Quantity shall be as per decitor-b
Rs. 50,000 (Rs. Fifty Thousand only) as per clause No.06 of Section A.
NO.00 OF SECTION A.
10% of Basic Order Value (excluding Taxes & Duties) Valid for Guarantee Period from any Schedule Public Sector Bank or Schedule Private Sector Bank in favour of Gujarat Industries Power Company Ltd as per Clause No.01 of Section C, GCC.
Tender will be available on (n) Procure from 17.01.2020
07.02.2020, 17:30 hrs. on (n) Procure
On or before due date during office hours at office of GIPCL, P.O. Petrochemical – 391346 Dist.: Vadodara, Gujarat – India



### **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 and other supporting documents are to be submitted in physical form only at the following address:-

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



#### **SECTION-A**

#### **INSTRUCTIONS TO BIDDERS**

#### 1. PLANT SYNOPSIS

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), Mangrol (500 MW Lignite based + 5 MW Solar + 1 MW Solar) and Gujarat Solar Park (80 MW Solar) plants is 1009.4 MW. The company is having its registered office at P.O. Petrochemical, 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 at Village: Nani Naroli, Taluka: Mangrol, District: Surat in November, 1999 as Independent Power Producer (IPP). The Company also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant. Further, SLPP Phase-II: 2 x 125 MW has been commissioned in April 2010.

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:

Detail Scope of Supply, Technical Specifications is mentioned in Section-D.

### 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 The tender documents shall not be transferable.
- 3.5 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.
- 3.6 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.
- 3.7 The tender documents shall not be transferable.
- 3.8 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.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 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.
- 3.12 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.
- 3.13 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.14 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.15 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.
- 3.16 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.
- 3.17 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.



### 4. **ELIGIBILITY CRITERIA**

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

- **4.1** Bidder should be Manufacturer or an authorized dealer of tendered items. Bidder shall submit authorized dealership certificate from their manufacturer.
- **4.2** Bidder should have supplied the similar tendered items to 125 MW or above capacity CFBC Boilers. Bidder shall submit Purchase Order Copies of similar tendered items in their name supplied to any Govt/PSU/IPP/Pvt Company within last five years. The experience should be either of the following:
- A. One PO Copy of above items costing not less than the amount equal to 33 Lakh.

OR

B. Two PO Copy of above items each costing not less than the amount equal to 20 Lakh.

OR

- C. Three PO Copy of above items each costing not less than the amount equal to 16 Lakh.
- **4.3** Bidder should specifically mention fulfilling of above criteria in his offer and submit detail Purchase orders & Work/Supply completion certificates issued by clients for each submitted PO.
- 4.4 The Party should have minimum average turnover of Rs. 40 Lacs per annum during last three financial years. 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.
- **4.5** The net worth of the bidder should be positive as evidenced from audited accounts.
- **4.6** EMD: **The EMD of Rs. 50,000/-** (Fifty Thousand) shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause.
- **4.7** Bidder shall submit the samples of each tendered items along with technical bid.
- **4.8** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), GST Registration No. of the firm. Copies of the same shall be submitted.
- **4.9** All the tender documents shall be submitted with sign and stamp on each & every page.
  - Attested copies of relevant documents asked shall be submitted with duly signed & seal on each & every. The above documents will be analyzed and after satisfaction, the Price Bid will be open. 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.

The Bidder shall submit all the evidences, documents, attested copies of purchase orders etc as a proof with EMD and also provide the requisite details 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.

4.10 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 regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

#### 5. LANGUAGE OF BID

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

#### 6. <u>EARNEST MONEY DEPOSIT (EMD)</u>

- 6.1 An EMD of Rs. 50,000/- shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. and payable at Vadodara.
- 6.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector as per Performa of BG enclosed under Section-E.
- 6.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- **6.4** The EMD of the Successful bidder will be returned after payment of Security Deposit by successful bidder.



- The earnest money deposit paid in the form of Demand draft/BG will be refunded to the Unsuccessful BIDDER as soon as the tender is finalized.
- 6.6 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to GIPCL.
- **6.7** No interest shall be payable on EMD.
- 6.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

### 6.9 SCHEDULE OF EMD

TMD and all the decreases a dead to the	Address Con Orders's store
EMD and all the documents asked in the	Address for Submission:
tender (except price bid) shall be submitted	
with dully signed and stamp in physical on	Addl. General Manager
or before due date.	(Materials & Contracts)
	Gujarat Industries Power Company
	Limited, P.O. Petrochemical – 391346
	Dist.: Vadodara, Gujarat - India
	Dist vauduata, Gujatat - Itidia

### 7. 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.

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

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



#### b) Price Bid:

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

### 8. EVALUATION & COMPARISON OF BIDS

- **8.1** GIPCL shall evaluate the Bids received and accepted by it to ascertain the overall lowest/item vise lowest evaluated Bid in conformity with the specifications of the tender documents at hid sole discretion.
- **8.2** The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of GIPCL will be final.
- **8.3** All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 8.4 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 8.5 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.
- **8.6** 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

### 9. 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.

#### 10. MODIFICATION AND WITHDRAWAL OF BIDS

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



c. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

### 11. 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.

### 12. <u>EFFECT AND VALIDITY OF THE BID</u>

- 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.

### 13. 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.

### 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.
- 15.4 GIPCL reserves the right to increase or decrease the qty. mentioned in tender inquiry before finalization of order.
- 15.5 GIPCL reserves the right to split the contract quantity between vendors.

### 16. 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.

### 17. CLARIFICATION OF BIDDING DOCUMENTS

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

### 18. <u>UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION</u>

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.



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

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



### **REVERSE AUCTION:**

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> that the bidder shall be allowed to participate the e-Reverse Auction.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:
  - (n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat) Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317.

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit https://www.nprocure.com/html/faq.asp for information regarding e

tendering registration process.



#### **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) valid for 24 months from the date of receipt of materials at site from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in SECTION-E, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Any defect or poor workmanship found during guarantee period, vendor shall replace the Material at free of cost. GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

Contract Security deposit shall be submitted within Fifteen (15) days from date of receipt of materials at site.

The (PBG)/Contract security 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 during the contract period. The Bidder shall deliver materials from their works to GIPCL-SLPP on door delivery basis. Prices shall be inclusive of transportation, inspection, packing and forwarding, transit Insurance, Octroi, Stacking, Loading/unloading and any other charges etc. However applicable GST shall be paid extra at actual.

#### 3) PRE- DISPATCH INSPECTION

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

### 4) DELIVERY AND PENALTY

Bidder should Deliver Materials to GIPCL-SLPP within <u>Twelve Weeks</u> from date of written intimation/after issue of PO from GIPCL failing which penalty @ 0.5% per week (07 days) per order value/item value (excluding T&D) shall be levied by GIPCL for late supply / undelivered items maximum up to 10% of items value under order. Material should be directly delivered to GIPCL-SLPP from your works.



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 (if the delivery is not made as stipulated) will forfeit Security Deposit / Performance Bank Guarantee or EMD and can also lodge claim against party for damage incurred.

#### 5) PAYMENT TERM

100% of the order value of the supplied lot of materials will be released within 30 days from receipt of materials at site, after submission of PBG and acceptance by user department after verification of technical documents (mentioned in Section-D) like Material Test Certificates, Guarantee/warranty certificate, original invoices etc, if any as per the PO terms.

### 6) GUARANTEE

Guarantee period shall be 18 months from the date of installation/commissioning of materials or 24 months from the date of receipt of material at GIPCL-SLPP, whichever is earlier.

#### 7) 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.

#### 8) 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. in Invoice and challan)

#### 9) 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.



### 10) 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.

### 11) QUANTITY OF SUPPLIED MATERIAL:

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

#### 12) TERMINATION OF CONTRACT BY GIPCL

Supplier shall be responsible to complete the jobs within agreed time schedule and in case Supplier fails to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

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

GIPCL may terminate the contract after due recoveries of pending jobs/damages 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 iob.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever.

### 13) FAILURE & TERMINATION

If the SUPPLIER after receipt of written notice from the GIPCL/ENGINEER requiring compliance, with such further drawings and / or the GIPCL /ENGINEER instructions fails within seven days to comply with the same, the GIPCL /ENGINEER may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the SUPPLIER by the GIPCL on a certificate by the GIPCL/ENGINEER as a debt or may be deducted by him from any money due or to become due to the SUPPLIER.



### 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.

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.

### 16) <u>INDEMNITY</u>

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.

#### 17) 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.



#### SECTION-D, TECHNICAL SPECIFICATIONS, DRAWINGS AND PRICE BID FORMAT

#### 1) TECHNICAL SPECIFICATIONS, DRAWINGS

### **ANNEXURE-1**

### A. Technical Specifications For NMEJ Fabric At C To C Item Code No – 710106007

- 1. The fabric selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 ° c and pressure +/- 300 mbar.
- 2. The fabric will consist of following layers or equivalent from outer to inner side.
  - a. One layer of Cross Laminated PTFE coil (Thickness 0.25 mm)
  - b. One layer of Kevlar fabric (thickness 0.43 mm) **OR** High Temperature Resistance Extra Thick glass fabric- with an increase thickness of 1.3mm.
  - c. One layer of skived virgin PTTE foil coated (thickness 0.2 mm)
  - d. One layer of Lambda Blanket (thickness 8.0 mm)
  - e. One layer of specially treated extra thick glass fabric KEB-1300 (thickness 1.3 mm)
  - f. One layer of special high temperature resistance specially treated glass fabric KEB-1400 HT (thickness 1.4 mm)
  - g. The flange reinforcement shall be done with Elastomer coated glass fabric on either side.
- 3. Fabric must have proper gas sealing, strong end joints, better acid & weather resistance, higher strength & flexibility, etc.(End points must have properties that they are to be joined by welding joint/heated joint & not by paste joint.)
- 4. Flange enforcement is to be provided on either side without hole punch.
- 5. The width of fabric is 900 mm.
- 6. The outer & inner side of fabric must be clearly indicated on fabric at every 2 meter length.
- 7. The fabric selected must have sulphur & chlorine corrosion resistance.

#### B. Technical specifications for Insulation bolster at C to C, Item code no – 710106107

 MOC of bolster will super wool encased with Special high temperature resistance glass fabric. The Bolster shall be covered with SS wire mesh and High temperature resistance fabric (glass fabric cloth).



- 2. The bolster selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to  $1100^{\circ}$  c and pressure +/- 300 mbar.
- 3. An insulator bolster will have flange on both sides, of which the flanges will be bolted on the fabric fixing flange, below the main fabric.
- 4. The bolster selected shall match the fabric specifications as mentioned above.
- 5. Bolster shall be supplied in two equal parts.

### NOTE (For Sr No A & B):

- 1) Fabric and bolster joining kit: Aprrox Qty: Needle: 01No, High Temp. Thread: 50 mtr, PTFE coil: 5 mtr, SS Wire: 15 mtr for each fabric and Bolster etc. shall be supplied with NMEJ.
- 2) Locking arrangement (Anchor) for bolsters & flange reinforcement of quantity: 450Nos per bolster (L type anchor with locking Washer) shall be provided by party in separate box.
- 3) For Each quantity of C to C NMEJ consider 02Joints for one Fabric and 04 Joints for one Bolster for supply of above joining kit.
- 4) Fabric shall have corner bends & match with our existing arrangement.
- 5) Packing Slip shall be submitted with Supply of Material mentioning the quantity of material inside the BOX.

### Supervisory Service (For Sr No A & B):

6) Supervisory services during installation and jointing of fabric and bolster shall be provided by **supplier at free of cost** for each quantity of C to C NMEJ. GIPCL will intimate for the same in 7 days in advance.



#### **ANNEXURE-2**

- A. Technical specifications for NMEJ fabric at cross over duct (COD) to Backpass inlet, Item code no 710902041
- 1. The fabric selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 0 c and pressure +/- 300 mbar.
- 2. The fabric will consist of following layers or equivalent from outer to inner side.

One layer of PTFE coated & both side laminated Glass fabric – 0.95 mm thick

One layer of Skived Virgin PTFE -0.2 mm thick

One layer of Needled Glass Felt – 9 mm Thick

One layer of Super Wool 128 kg/m3 – 12 mm thick

One layer of High Silica 1250 Fabric - 1.1 mm thick

FR: The flange reinforcement shall be done with Elastomer coated glass fabric on either side.

- 3. Fabric must have proper gas sealing, strong end joints, better acid & weather resistance, higher strength & flexibility etc. (End points must have properties that they are to be joined by welding joint/heated joint & not by paste joint.)
- 4. Flange enforcement is to be provided on either side without hole punch.
- 5. The width of fabric is **420** mm and length is **26500 mm**, (Please refer attached drawing)
- 6. The outer & inner side of fabric must be clearly indicated on fabric at every 2 meter length.
- 7. The fabric selected must have sulphur & chlorine corrosion resistance.
- 8. Supervisory services during installation and jointing of fabric and bolster shall be provided by supplier at free of cost.
- B. Technical specifications for Insulation bolster at cross over duct (COD) to Backpass inlet, Item code no 710902042
- 1. MOC of bolster will super wool of 128 Kg/m3 density encased with Special high temperature resistance glass fabric. The Bolster shall be covered with SS wire mesh 16x16, 0.44 mm thick and high silica 600 of 0.5 mm thick.
- 2. The bolster selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 ° c and pressure +/- 300 mbar.
- 3. An insulator bolster will have flange on both sides, of which the flanges will be bolted on the fabric fixing flange, below the main fabric.
- 4. The bolster selected shall match the fabric specifications as mentioned above.



- 5. Length of the Bolster according to the Fabric length.
- 6. Bolster shall be supplied in one piece without flange.

### NOTE (For Sr No A & B):

- 1) Fabric and bolster joining kit: Aprrox Qty: Needle: 01No, High Temp. Thread: 100 mtr, PTFE coil: 10 mtr, SS Wire: 30 mtr for each fabric etc. shall be supplied with NMEJ.
- 2) Locking arrangement (Anchor) for bolsters & flange reinforcement of quantity: 300Nos per bolster (L type anchor with locking washer) shall be provided by party in separate box.
- 3) Fabric shall have corner bends & match with our existing arrangement.
- 4) Packing Slip shall be submitted with Supply of Material mentioning the quantity of material inside the BOX.

### Supervisory Service (For Sr No A & B):

5) Supervisory services during installation and jointing of fabric and bolster shall be provided by supplier at **free of cost** for each quantity of NMEJ. GIPCL will intimate for the same in 7 days advance.



### **ANNEXURE-3**

### A. Technical specifications for NMEJ fabric at Cyclone to Seal pot inlet Item code no – 710902060

- 1. The fabric selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 ° c and pressure +/- 300 mbar.
- 2. The fabric will consist of following layers or equivalent from outer to inner side.

One layer of PTFE coated & both side laminated Glass fabric – 0.95 mm thick

One layer of Skived Virgin PTFE -0.2 mm thick

One layer of Needled Glass Felt – 9mm Thick

One layer of Super Wool 128 kg/m3 – 12 mm thick

One layer of High Silica 1250 Fabric -1.1 mm thick

FR: The flange reinforcement shall be done with Elastomer coated glass fabric on either side.

- 3. Fabric must have proper gas sealing, strong end joints, better acid & weather resistance, higher strength & flexibility etc. (End points must have properties that they are to be joined by welding joint/heated joint & not by paste joint.)
- 4. Flange enforcement is to be provided on either side without hole punch.
- 5. The width of fabric is **530** mm and Length is **10000** mm.(Please Refer attached drawing)
- 6. The outer & inner side of fabric must be clearly indicated on fabric at every 2 meter length.
- 7. The fabric selected must have sulphur & chlorine corrosion resistance.

### B. Technical specifications for Insulation bolster at Cyclone to Seal pot inlet, Item code no – 710902061

- 1. MOC of bolster will super wool of 128 Kg/m3 density encased with Special high temperature resistance glass fabric. The Bolster shall be covered with SS wire mesh 16x16, 0.44 mm thick and high silica 600 of 0.5 mm thick.
- 2. The bolster selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to  $1100^{\circ}$  c and pressure +/- 300 mbar.
- 3. An insulator bolster will have flange on both sides, of which the flanges will be bolted on the fabric fixing flange, below the main fabric.
- 4. The bolster selected shall match the fabric specifications as mentioned above.
- 5. Length of the Bolster according to the Fabric length.
- 6. Bolster shall be supplied in one piece without flange.



### NOTE (For Sr No A & B):

- 1) Fabric and bolster joining kit: Aprrox Qty: Needle: 01No, High Temp. Thread: 50 mtr, PTFE coil: 5 mtr, SS Wire: 15 mtr for eah fabric and bolster etc. shall be supplied with NMEJ.
- 2) Locking arrangement (Anchor) for bolsters & flange reinforcement of quantity: 300Nos per bolster (L type anchor with locking washer) shall be provided by party in separate box.
- 3) Fabric shall have corner bends & match with our existing arrangement.
- 4) Packing Slip shall be submitted with Supply of Material mentioning the quantity of material inside the BOX.

### Supervisory Service (For Sr No A & B):

5) Supervisory services during installation and jointing of fabric and bolster shall be provided by **supplier at free of cost** for each quantity of NMEJ. GIPCL will intimate for the same in 7 days in advance.



### **ANNEXURE-4**

### Technical specifications for NMEJ Dust trap at C to C, Item code no – 710106124

- 1. The Dust trap selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 °C and pressure +/- 300 mbar.
- 2. The Dust trap will consist of following layers or equivalent from outer to inner side. The Dust trap has two parts:

### 1<sup>st</sup> Part Consist of following layer:

- a. One layer of SS310 HD WM (Thickness: 0.6 mm)
- b. One layer of HS 1250 (Woven High Silica Fabric )
  Thickness: 1.1 mm
- **c.** Insulation Of super Wool (128 Kg/Cm2)

### 2<sup>nd</sup> Part Consist of following layer:

- d. One layer of HS 1250 (Woven High Silica Fabric )
  Thickness: 1.1 mm
- e. One layer of Incoloy WB
- ❖ Pillow of Super wool of density 128 kg/m3 and thickness 50 mm QTY: 5Nos Bundles shall be provided separately to fill the cavity of NMEJ gap between Part-1 and 2 of dust trap.

Each part shall consist of flange reinforcement with KEB 1400 HT on either side. Flanges will be bolted with stud-nut and washer of M 8 X 30 MOC: SS with Clamping bar arrangement. Reference GA drawing of the same is attached herewith:

#### **Fastener of Dust Trap:**

- 1. Stud with nut & washer: M8 X 30 MOC: SS Qty: 825 Nos
- 2. Dust Trap Clamping Bar: Corner bar and Straight bar (As per Attached drawing)

#### **Supervisory Service:**

5) Supervisory services during installation and jointing of Dust trap shall be provided by supplier at free of cost for each quantity of NMEJ. GIPCL will intimate for the same in 7 days in advance.

**Note:** Sample of Dust trap and fasteners is available at Site. Bidder may visit GIPCL-SLPP for further Clarification.



### **ANNEXURE-5**

### A. Technical specifications for NMEJ fabric at Cyclone to Flue gas duct inlet Item code no -710902043

- 1. The fabric selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 ° c and pressure +/- 300 mbar.
- 2. The fabric will consist of following layers or equivalent from outer to inner side.

One Layer of SS304 WM-0.44 mm Thick

One layer of specially treated Woven Texturised Glass Fabric (KEB 1300)-1.3 mm Thick

One layer of Skived Virgin PTFE -0.21 mm thick

One layer of Woven Texturised Glass fabric (KEB 700)-0.8 mm Thick

One layer of Needled Glass Felt – 9mm Thick

One layer of Super Wool 128 kg/m3 – 12 mm thick

One layer of High Silica 1250 Fabric -1.1 mm thick

FR: The flange reinforcement shall be done with Elastomer coated glass fabric on either side with Stapled.

- 3. Fabric must have proper gas sealing, strong end joints, better acid & weather resistance, higher strength & flexibility etc. (End points must have properties that they are to be joined by welding joint/heated joint & not by paste joint.)
- 4. Flange enforcement is to be provided on either side without hole punch.
- 5. The width of fabric is **350** mm and Length **17000** mm.(Please Refer attached drawing)
- 6. The outer & inner side of fabric must be clearly indicated on fabric at every 2 meter length.
- 7. The fabric selected must have sulphur & chlorine corrosion resistance.

### B. Technical specifications for Insulation bolster at Cyclone to Flue gas duct inlet Item code no – 710902044

- 1. MOC of bolster will super wool of 128 Kg/m3 density encased with Special high temperature resistance glass fabric. The Bolster shall be covered with SS wire mesh 16x16, 0.44 mm thick and high silica 600 of 0.5 mm thick.
- 2. The bolster selected for the expansion joint must withstand high temperature and pressure. It should withstand temperature up to 1100 ° c and pressure +/- 300 mbar.
- 3. An insulator bolster will have flange on both sides, of which the flanges will be bolted on the fabric fixing flange, below the main fabric.
- 4. The bolster selected shall match the fabric specifications as mentioned above.
- 5. Length of the Bolster according to the Fabric length.
- 6. Bolster shall be supplied in one piece without flange.



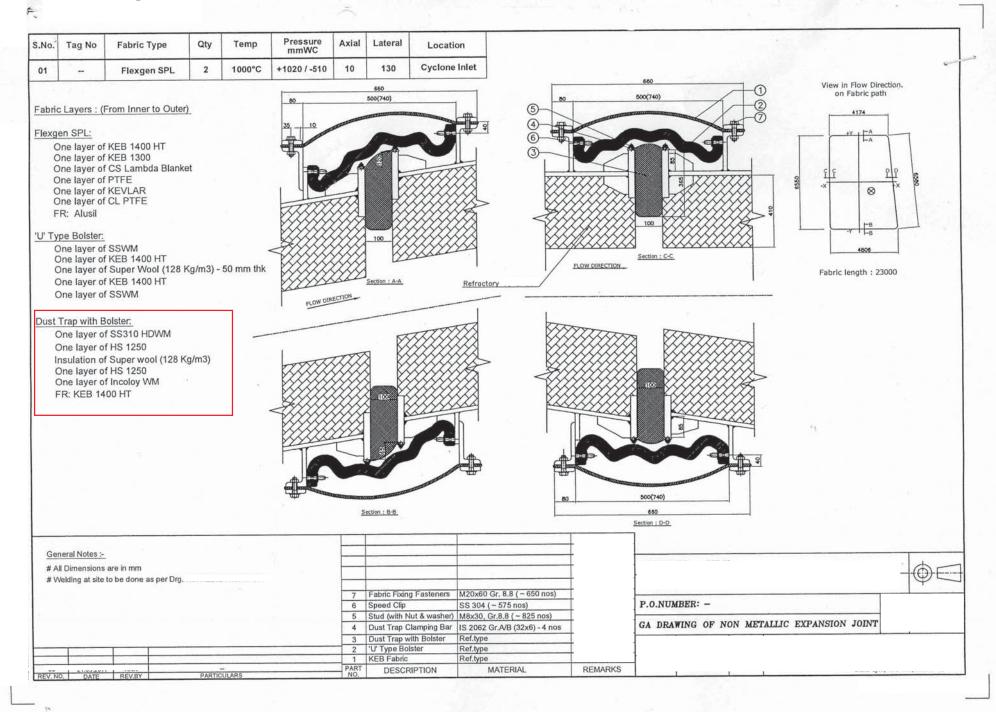
### NOTE (For Sr No A & B):

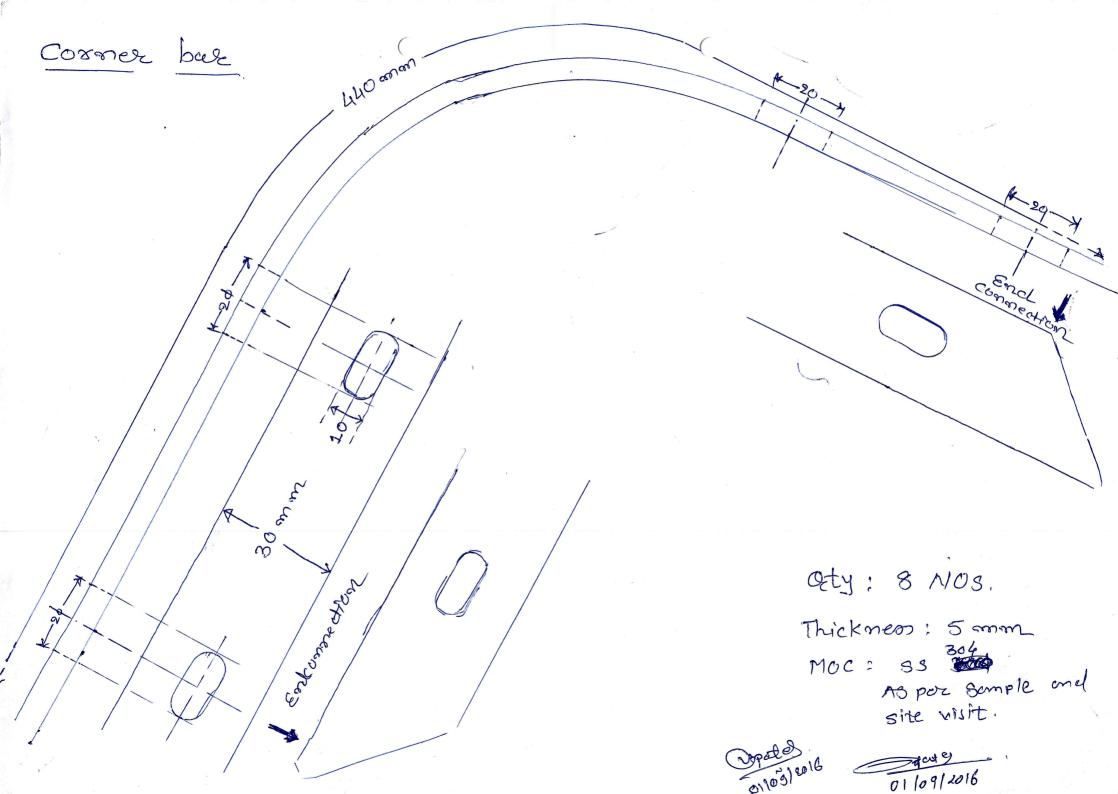
- 1) Fabric and bolster joining kit: Approx Qty: Needle: 01No, High Temp. Thread: 50 mtr, PTFE coil: 5 mtr, SS Wire: 15 mtr for each fabric and Bolster etc. shall be supplied with NMEJ.
- 2) Locking arrangement (Anchor) for bolsters & flange reinforcement of quantity: 300 Nos per bolster (L type anchor with Washer) shall be provided by party in separate box.
- 3) Fabric shall have corner bends & match with our existing arrangement.
- 4) Packing Slip shall be submitted with Supply of Material mentioning the quantity of material inside the BOX.

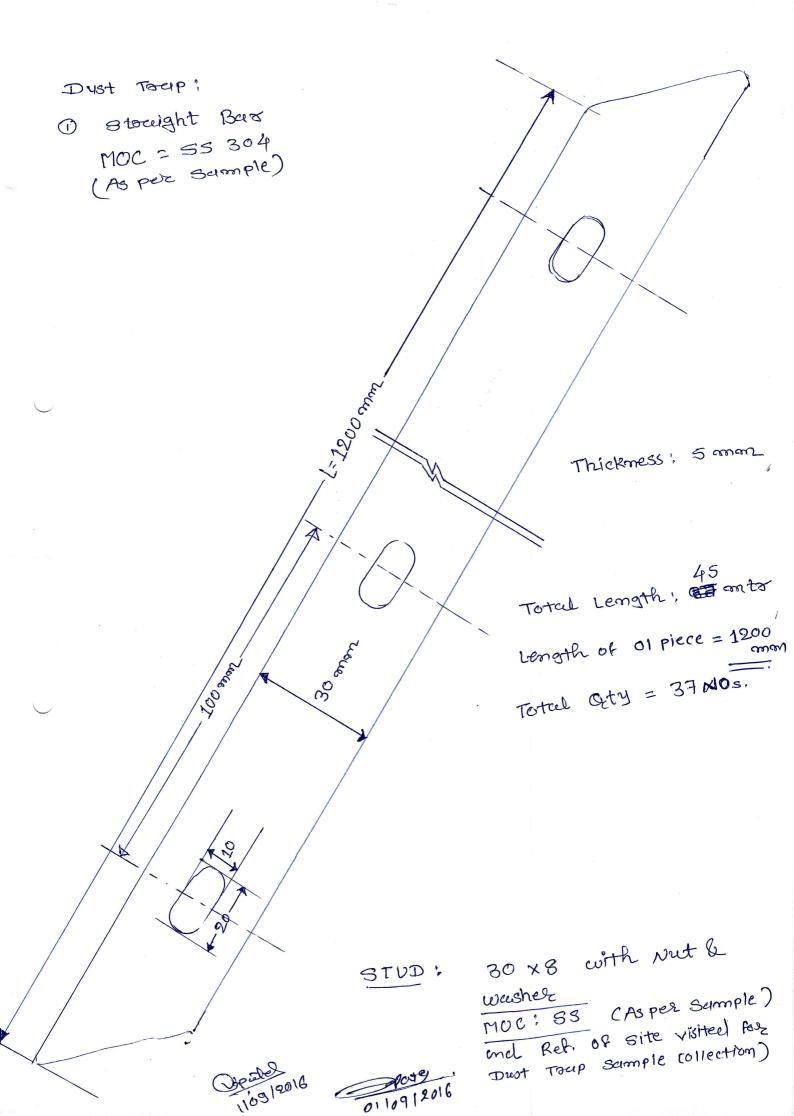
### Supervisory Service (For Sr No A & B):

5) Supervisory services during installation and jointing of fabric and bolster shall be provided by **supplier at free of cost** for each quantity of NMEJ. GIPCL will intimate for the same in 7 days in advance.

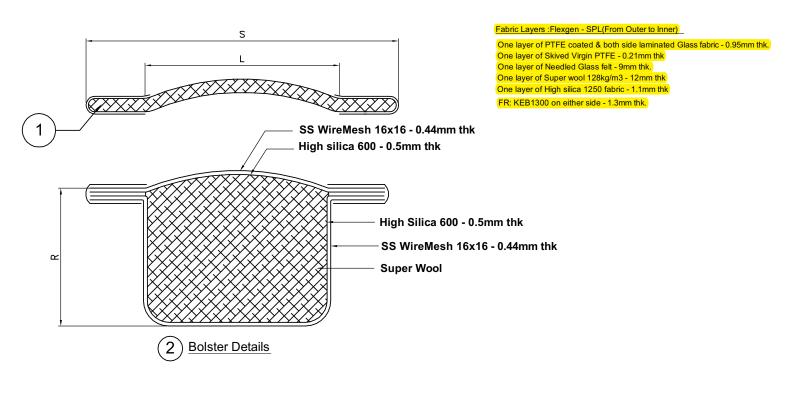
### **DRAWING**







SL.	Tag No	Fabric Type	Qty	Temp	PRSS	Movem	nents		9	В	Fabric length	Location			
No	rug ito	Tablic Type	Q.,	°C	mmWC	Ax	Lat	L	L   S		J K		rabric length	Location	
03	EJ-03	Flexgen-SPL	2	1000	-	-	-	350	<b>530</b>	155	10000	Between Cyclone & seal port			
04	EJ-04	Flexgen-SPL	2	1000	-	-	-	<b>270</b>	420	200	26500	Flue gas duct to back pass			

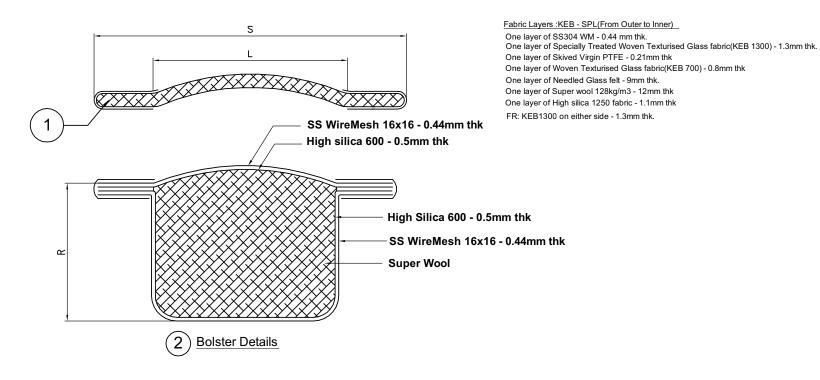


Scope:- Fabric & Bolster only

Fabric to be supplied in open belt condition without holes punched.

NOTES:- # All Dimensions are in mm # Only dimensional 8 visual sheets are likely and finished material.					
# Only dimensional & visual check applicable on finished material.					-
					GA DRAWING OF NON METALLIC EXPANSION JOINT
		Bolster	Ref.type		
	PART NO.	KEB Fabric DESCRIPTION	Ref.type MATERIAL	REMARKS	

SL. No	Tag No	Fabric Type	Qty	Temp °C	PRSS mmWC	Movem Ax	Movements Ax Lat		s	R	Fabric length	Location
02	EJ-02	KEB-SPL	2	1000	-	-	-	200	350	100	17000	Between Cyclone & flue gas duct



KEB Scope:- Fabric & Bolster only

Fabric to be supplied in open belt condition without holes punched.

#### NOTES:-

# All Dimensions are in mm

# Only dimensional & visual check applicable on finished material.

					:	
						2
					GA DRAWING OF NON METALLIC EXPANSION JOINT	
=		Bolster KEB Fabric	Ref.type Ref.type			
_	PART NO.	DESCRIPTION	MATERIAL	REMARKS		



### 2) PRICE BID FORMAT

Sr No	Item Code	Description	Qty in (No.)	Unit Rate (Rs.)	GST (%)	Landed Cost (Rs.)	
01	710106124	Dust Trap With Bolster for C To C NMEJ With Dust Trap Clamping bar and Stud with Nut & Washer as per attached DRG.	5.00				
02	710106007	FABRIC FOR NMEJ OF 83CM WIDTH	5.00				
03	710106107	Bolster 900 MM Width 23.6 m Long or NMEJ	5.00				
04	710902041	NMEJ type Flexzen Special in 380mm 4.00 wide for duct size 6036 x 5636 temp up to 1000 deg Centigrade for b/p inlet.  TO BE SUBMITTE IN (N) CODE ONL					
05	710902042	200THK, 200 WIDE BOLSTER 5236X5636  Bolster to withstand Temp Up to 1000 Deg Centigrade, FOR B/P INLET.	4.00				
06	710902043	NMEJ type Flexzen Special in 330 mm Wide	1.00	-			
07	710902044	100Thk, 150 MM Wide Bolster DIA 4250 1.00 MM					
08	710902060	NMEJ Fabric 475 mm Wide For Cycl To Sp Duct DIA. 2920 mm as per specification. Temp-475 DEG C.					
09	710902061	Bolster 475mm wide for NMEJ at cycl to sp duct dia. 2920 mm as per specification. Temp-800 deg c.	1.00				

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



### **SECTION-E**

### 1.0 ANNEXURE-A

### PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

	(To be executed on non-judicial stamped paper of appropriate value)
	B. G. NoDate: _
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 Nofor
	(hereinafter called "the said tender")to  M/s(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs(Rupees
2.	We
3.	We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.



- 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5. We .......Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
- 6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.

7.	Notwithstanding	anything	contained	herein	before,	our	liability	shall	not	exceed
	Rs	(Rupe	es		on	ly) a	and sha	ll rem	ain i	n force
	till (	Date to be	filled up s	hall be	180 days	fron	n the dat	te of s	ubmi	ssion of
	Bid).									

Date	Bank
	Corporate Seal of the Bank By
	its constitutional Attorney
	Signature of duly Authorized
	person
	On behalf of the Bank
	With Seal & Signature code



### 2.0 ANNEXURE-B

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

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

	B. G. No	Date:	
1.	WHEREAS Gujarat Industries Power Petrochemicals, Dist. Vadodara – referred to as "The Compar repugnant to the subject or context and assigns) has entered into a cont placed a purchase ord referred to as "Contractor(s)/ repugnant to the subject or of successors and assigns) for	Company Limited havingits 391 346, Gujarat State, ny/Owner" which expression includes its legal represent ract with M/s.  er on M/s	office at PO: India (hereinafter ns shall unless tatives, successors/ has(hereinafter ion shall unless gal representatives, n the terms and scontract No./ ng part thereof ession include all where as the entire contract and
	AND WHEREAS one of the that "contractor(s)/seller(s) shall furn bank for% (percent) of the and faithful performance of the guarantee obligations of the contract under the "said contract."	ish to the owner a Bank e total value of the "said con e "said contract"includin	Guarantee from a ntract" against due g performance
2.	We	ay the amount due and pay on a demand from the Convhich is final & binding, they the Contractor(s)/ Seller(s) decontract including defect the company by reason of the terms & conditions of the terms & conditions of the terms which the owner shall be conclusionally the decontract to	payable under this ompany stating that the amount claimed in performing any liability obligations, mage caused to or any breach by the econtract. Any sive as regards the
3.	We undertake to pay to the withstanding any dispute or dispute suit or proceeding pending before a liability under this present guarantee	Company any money so es raised by the contractor(any office, court or tribunal in	s)/ Seller(s) in any relating thereto our



4.

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).

The guarantee herein contained shall not be determined or affected or

	constitution or insolvency of the said Co	vinding up, dissolution or change of ontractor(s)/ Seller(s) but shall in all respect perative until payment of all money due or er(s) are fulfilled.
5.		The Bank undertakes not to revoke this
	and further agrees that if this guarantee between bidder & owner/purchaser, the	evious consent of the OWNER/PURCHASER is extended for a period as mutually agreed a guarantee shall be valid for a period so st for such extension is received before the
<ol> <li>7.</li> </ol>	We	y of the terms and conditions relating to the not be relieved from our liability by reasoneing granted to the said Contractor (s) or omission on the part of the Company the said Contractor(s)/ Seller(s) or by anyunder the law relating to sureties would, but
	orate Seal of the Bank	Bank By its constitutional Attorney Signature of duly Authorized person
		On behalf of the Bank With Seal & Signature code



### 3.0 ANNEXURE-C

<u>Schedule of Deviation from Technical Specification and Commercial Terms and Conditions</u>

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

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

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



#### **ANNEXURE- D** 4.0

# <u>Declaration for Contractual Disputes/ Litigations</u> (To be submitted on Company's Letter Head)

Confirm that I/We have not recourse e.g. litigation aga Govt. of Gujarat supported There are no ongoing/pend GoG supported Companies	t been engaged in any ainst any Govt, of Gujar companies / undertaking ding legal matter(s) with	Industrial Dispute(S) at Undertakings / De s / organizations for tl	epts. / Authorities and ne last Five (05) years.
I/We also confirm that M/s under stop Deal by any Govsupported companies / unyears.	vt, of Gujarat Undertaking	gs / Depts. / Authoritie	es and Govt. of Gujarat
The above is true, as on da regard shall amount to disq	•	0 ,	false statement in this
		Signed a	and Stamped by the
			Authorized Signatory Of the Bidder



### 5.0 <u>ANNEXURE- E</u>

### **PARTICULARS OF THE BIDDER**

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	a. Registered Office Address:	
	b. Address for Correspondence:	
	c. E-mail ID:	
3.	Contact Details:	
	Contact Person Name	
	Telephone No. :	
	Mobile No.:	
4.	Year of establishment	
	PAN No.	
	GST No	

SIGNATURE
NAME
DESIGNATION
COMPANY
DATE