

GUJARAT INDUSTRIES POWER COMPANY LIMITED

TENDER FOR PROCUREMENT OF HEAVY-DUTY FIX SPEED CASSETTE AIR CONDITIONER AND SPLIT AIR CONDITIONER

**Bid No.: GIPCL/MATLS/ HEAVY DUTY FIX SPEED CASSETTE AIR CONDITIONER AND SPLIT
AIR CONDITIONER /2023-24**



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

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NOTICE INVITING TENDER (NIT)

TENDER NO.: GIPCL/MATLS/ HEAVY DUTY FIX SPEED CASSETTE AIR CONDITIONER AND SPLIT AIR CONDITIONER /2023-24

Name of work	PROCUREMENT OF HEAVY-DUTY FIX SPEED CASSETTE AIR CONDITIONER AND SPLIT AIR CONDITIONER
Place of Supply	GUJARAT INDUSTRIES POWER CO. LTD, Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli Taluka: Mangrol Dist: Surat Pin: 394112 (Gujarat)
Quantity	Quantity shall be as per Section-D
EMD	Rs. 18,500/- (Rs. Eighteen Thousand Five Hundred only) as per clause No.08 of Section A.
Security Deposit	10% of Basic Order Value (excluding Taxes & Duties.) Valid for Guarantee Period in favour of Gujarat Industries Power Company Ltd as per Clause No.01 of Section C, GCC.
Submission of EMD other supporting documents for technical Bid in physical form	On or before due date during office hours at office of GIPCL, P.O. Ranoli – 391350 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 accept/ 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 GIPCL e-tender <https://etender.gipcl.com/web/login.html?act=firstStep>
5. The EMD and other supporting documents are to be submitted in physical form only at the following address:-

General Manager (Materials & Contracts)
Gujarat Industries Power Company Limited,
P.O. Ranoli – 391350
Dist.: Vadodara.

2. SCOPE OF SUPPLY:

The Scope broadly covers following.

- **Bidder shall visit the GIPCL-SLPP site to study the actual site conditions & requirements before submitting their offer.**
- **For Split ACs**, scope includes, dismantling existing split ACs, supply new ACs, erection & commissioning of Split ACs as per direction of engineer in charge at GIPCL SLPP.
- **For Cassette ACs**, scope includes, dismantling of existing Cassette ACs, Supply new cassette ACs, erection & commissioning of Cassette ACs as per direction of engineer in charge at GIPCL SLPP. Party shall quote lumpsum charge for supply items required per cassette AC & erection/commissioning charges separately.
- All supplied split ACs shall be Single phase, 230V, 3 Star (2021) industrial grade, heavy duty design with copper coils, copper tubing, couplers, saddle supports, insulation sleeves supply cables, communication cables & all accessories.
- **Cassette ACs of 2TR shall be Single Phase & above 2TR Cassette ACs, 3-phase is accepted.**
- Installation & commissioning of ACs shall be under vendors' scope. After installation, all holes of wall must be properly sealed.
- Routing of copper tubing shall be carried out with proper adequate supports & insulation sleeves and must have good aesthetic look.
- False ceiling removal & re-fitting will be under scope of GIPCL.
- **For erection & commissioning of cassette ACs only, Bidder shall quote lumpsum charges per unit for supply of required copper tubes, PVC pipes, cables, supports, insulation sleeve etc. required to complete the erection & commissioning of cassette ACs in all respect.**
- Bidder shall take care of the aesthetic look of the office while installation of split & cassette ACs.

3. TECHNICAL DETAILS

Technical details and specification of AC offered should be submitted along with technical bid as per Section-E.

4. GENERAL INSTRUCTIONS

- 4.1** 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.
- 4.2** 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.
- 4.3** The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before

submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

- 4.4** Before quoting the rates, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 4.5** Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 4.6** 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.
- 4.7** The tender documents shall not be transferable.
- 4.8** 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 work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 4.9** Conditional offers shall not be considered and liable to be rejected.
- 4.10** The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 4.11** 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.
- 4.12** 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.
- 4.13** 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.
- 4.14** If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 4.15** Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 4.16** The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 4.17** 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.

5. ELIGIBILITY CRITERIA

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

- 5.1 Bidder should be an OEM/ An authorized dealer/Stockiest/Distributor/Channel Partners of Air Conditioner. Proof for the same shall be submitted.
- 5.2 Bidder should have supplied/installed the Cassette AC's /Split AC's. Bidder shall submit executed Purchase Order Copies along with Supply completion certificates in their name supplied to any Govt/PSU/IPP/Pvt Company within last five years either of the following:

A. One Executed PO Copy of Supply of above-mentioned AC's costing not less than the amount equal to Rs 14.66 lacs.

OR

B. Two Executed PO Copies of Supply of above-mentioned AC's each costing not less than the amount equal to Rs 9.16 lacs.

OR

C. Three Executed PO Copies of Supply of above-mentioned AC's each costing not less than the amount equal to Rs 7.3 lacs.

Bidder should specifically mention fulfilling of above criteria in his offer along with details of Purchase orders & Supply completion certificates issued by clients for each submitted PO.

- 5.3 The Bidder should have minimum average turnover of **Rs. 30 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.

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

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

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

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

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

- 5.8 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached

5.9 Bidder shall submit Declaration cum undertaking for safety laws and Regulation Compliance (Annexure- E).

- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws

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

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.

5.11 GIPCL reserves the right not to consider bid of vendor who has track record of Non-Compliance/ Non-Performance/Non-Supply/ Cancellation of Work Order/Purchase Order in past with GIPCL.

6. PLANT VISIT

The Bidder shall visit the Surat Lignite Power Plant (SLPP) to study the actual site conditions & requirements before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL. The rates quoted by BIDDER shall be based on his own knowledge and judgment

of the conditions and hazards involved and shall not be based on any representations of the Engineer.

7. **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.

8. **EARNEST MONEY DEPOSIT (EMD)**

- 8.1 An EMD of Rs. **18,500/-** shall accompany with Bid. EMD shall be submitted in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. **and payable at Vadodara.**
- 8.2 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-F.
- 8.3 EMD may also be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per detail provided in Section-F. Generated receipt must be submitted with technical bid.
- 8.4 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 8.5 The EMD of the Successful bidder will be returned after payment of Security Deposit by successful bidder.
- 8.6 The earnest money deposit paid in the form of Demand draft/BG/Online will be refunded to the Unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.
- 8.7 GIPCL reserves the right to accept/reject/refloat the tender, In no case tender fee shall be refunded.
- 8.8 Any bid not accompanied with EMD will be rejected.
- 8.9 No interest shall be payable on EMD.
- 8.10 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

8.11 **SCHEDULE OF EMD**

EMD and all the documents asked in the tender (except price bid) shall be submitted with dully signed and stamp in physical on or before due date.

Address for Submission:

General Manager
(Materials & Contracts)

Gujarat Industries Power Company
Limited, P.O. Ranoli – 391350
Dist.: Vadodara, Gujarat - India

9. 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:

1. The Tender Documents of (Section-A to Section-F) 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/Online with receipt.
3. **Proof of minimum eligibility criteria as per clause no.05 of Section A.**

b) Price Bid:

- 1) Price Bid shall be submitted only in soft form through **GIPCL e-tender portal Only.**

10. EVALUATION & COMPARISON OF BIDS

- 10.1** 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 hid sole discretion.
- 10.2** 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.
- 10.3** 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.
- 10.4** The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 10.5** The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 10.6** A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 10.7** For the above referred purpose, a 'material deviation' shall be one which:

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

11. METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a consortium/joint deed of undertaking of company/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e. by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

12. 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.

13. 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.

14. 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.

15. 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. GIPCL reserves the right to disqualify any bidder who does not accept GIPCL terms & Conditions.

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.

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 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.

18. TIME SCHEDULE

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'.

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.

20. PAYMENTS

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

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format. Bidders can download free of cost from the website- <http://etender.gipcl.com/>
2. All Bids (technical and price Bid) should be submitted online through the website <http://etender.gipcl.com/> only. No physical submission of price bid will be entertained as it should be submitted online only. Also no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 110, Gujarat.
[1] E.M.D. covers [3] Supporting Documents for Technical Bid.
4. Bidders who wish to participate first time in online tenders will have to register their firm at GIPCL-SLPP by applying for registration through vendor registration option available in the website - <http://etender.gipcl.com/> at least before five working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create vendor code which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

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.

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) valid for **24 months from the date of successful commissioning of materials at site from list of banks** mentioned in the BG 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. 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 Twenty One (21) 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

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

Bidder shall supply, erection and commissioning of all AC's within **60 days (two months)** from date of written intimation/after issue of PO to GIPCL-SLPP. 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) TEST CERTIFICATE

Supplier shall provide all the Test Certificates.

6) PAYMENT TERM

100% of the order value of the supplied lot of materials will be released within 30 days after supply, erection, commissioning and satisfactory performance at site, after submission of PBG and acceptance by user department after verification of technical documents (mentioned in Section-D & E) like original invoices etc, if any as per the PO terms. **Joint Protocol between supplier and GIPCL shall be prepared for the erection and successful commissioning of AC's at site.**

7) EXTENDED GUARANTEE PERIOD & SERVICING

Guarantee period shall be 12 months from the date of commissioning of ACs. Party has to provide 12 months additional extended maintenance service free of cost after completion of guarantee/ warranty period. Any defects arise during guarantee period & additional extended guarantee period, party shall provide free service & spares.

Servicing of each AC shall be done on every two months from date of commissioning during guarantee and extended guarantee period. All the defect / trouble shooting must be completed within 24 hours after intimation by phone or email.

8) PENALTY CLAUSE

Servicing of each AC shall be done on every two months from date of commissioning during guarantee and extended guarantee period. A penalty of Rs.100/- per Split AC shall be applicable if the bi-monthly service is not done.

9) 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.

10) 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)

11) 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.

12) 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.

13) QUANTITY OF SUPPLIED MATERIAL:

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

14) 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 10% 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 job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

15) 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.

If the supplier fails to execute the work or fails to mobilize the resources and equipment as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the supplier.

16) SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act-1996, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

17) INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Head of Management (HOM)-GIPCL will be final and binding on the supplier.

18) 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.

19) 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.

20) 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 DETAILS

PRICE BID FORMAT

A. <u>Supply (AC's)</u>						
Sr.No	Item Code	Description	UOM	Qty	Unit rate	Total Amount in Rs
01	750518011	4T 3Star Heavyduty Fix Speed Cassette AC 4 TR 3 Star Heavy duty Fixed Speed Cassette AC with copper coils & accessories for industrial use	No	02		To be submitted online
02	750518010	3T 3Star Heavyduty Fix Speed Cassette AC 3 TR 3 Star Heavy duty Fixed Speed Cassette AC with copper coils & accessories for industrial use	No	02		
03	750518009	2T 3Star Heavyduty Fix Speed Cassette AC 2 TR 3 Star Heavy duty Fixed Speed Cassette AC with copper coils & accessories for industrial use	No	01		
04	750518008	2TR 3Star Heavyduty fix Speed Split AC with copper coils & accessories for industrial use	No	04		
05	750518007	1.5TR 3Star Heavyduty fix Speed Split AC with copper coils & accessories for industrial use	No	14		
06	Total					
07	GST on supply @ _____ %					
08	Subtotal with GST for supply items					
B. <u>Supply (Consumables)</u>						
Sr.No	Description	UOM	Qty	Unit rate	Total Amount in Rs	
1	Charge for supplying copper tube, refrigerant gas, PVC drain piping, control/communication/supply cables etc. (Cassette Ac's)	Lumpsum	05		To be submitted online	
2	GST on supply @ _____ %					
3	Subtotal with GST for supply(consumables) items					

C. Services (Installation, Erection & Commissioning)					
Sr.No	Description	UOM	Qty	Unit rate	Total Amount in Rs
1	Installation, erection & commissioning charges for split ACs	No.	18		To be submitted online
2	Installation, erection & commissioning charges for Cassette ACs	Lumpsum	05		
3	Total Service Charges				
4	GST @18% on services				
5	Subtotal with GST for Service Charges				
D	TOTAL LANDED VALUE (D= A+B+C)				

All above prices shall be quoted through online GIPCL e-portal only; Hard copy of price bid shall not be considered/accepted.

SECTION-E

(Please completely fill this compliance sheet)

SPLIT AIR CONDITIONER				
Specifications/ details to be filled by Bidder				
Tonnage			1.5 Ton Split AC	2.0 Ton Split AC
Make	Brand			
Detail model no.	Model	To be Provided by Supplier		
Star Rating (As per BEE)		3		
Cooling Capacity, 100%	(Watts)			
Heating Mode		Not Required		
Running Current (Amps)	(Amps)			
Compressor Type				
Compressor Warranty		Minimum 5 Years		
EER	(w/w)	> 3.0		
Refrigerant				
Noise Level Max. (dB)	Indoor	To be Provided by Supplier		
Power Supply (Volt / Phase / Hz)		230 / Single / 50		
Air Circulation In (CFM)		To be Provided by Supplier		
Power Input		To be Provided by Supplier		
Dimension Indoor Unit W X H X D (In MM)		To be Provided by Supplier		
Indoor Unit Weight		To be Provided by Supplier		
Dimensions Outdoor Unit W x H x D (in MM)		To be Provided by Supplier		
Outdoor Unit Weight		To be Provided by Supplier		
Condensor Cooling Coil		100 % Copper(Alumunium not acceptable)		
Condensor		Anti Corrosive Copper Condensor		
Max. Ambient Temp.	Degree	52 ° C		
FEATURES				

Display		Digital		
Remote		Wireless - with LCD		
Filters		Anti Dust, Anti-Bacteria, Virus & Allergy Safe filter		
Auto Dehumidifaction		Required		
Auto Clean		Required		
Self Diagnosis		Required		
Sleep Mode		Required		
Front Panel Display		Required		
ON - Off Timer		Required		
Speed Setting (Cool / Fan)		Required		
Auto Restart		Required		
LED Display in Indoor Unit		Required		
Color		White		
Max. Piping Capability - Total	Meter	20		
Max. Piping Capability - Vertical	Meter	10		
IDU Insulation		Fire retardant imported insulation to ensure safety & efficient cooling		
Power cord with suitable pin top		To Be Provided by Supplier		
Standard accessories & Installation Kit		To Be Provided by Supplier		
outdoor mounting breakets		heavy duty with anti corrosive paint		
Installation		In Supplier Scope		
Guarantee / Warranty		Minimum 1 Year		
extended Guarantee / Warranty		Minimum 1 Year		
Servicing every 2 months during Guarantee / Warranty and extended Guarantee / Warranty period		every two months without fail		

CASSETTE AIR CONDITIONER					
Specifications/ details to be filled by Bidder					
Tonnage			2 Ton Cassette	3 Ton Cassette	4 Ton Cassette
Make	Brand				
Detail model no.	Model	To be Provided by Supplier			
Star Rating (As per BEE)		3			
Cooling Capacity, 100%	(Watts)				
Heating Mode		Not Required			
Running Current (Amps)	(Amps)				
Compressor Type		Rotary			
Compressor Warranty		Minimum 5 Years			
EER	(w/w)	> 3.0			
Refrigerant					
Noise Level Max. (dB)	Indoor	To be Provided by Supplier			
Power Supply (Volt / Phase / Hz)		To be Provided by Supplier			
Air Circulation In (CFM)		To be Provided by Supplier			
Power Input		To be Provided by Supplier			
Dimension Indoor Unit W X H X D (In MM)		To be Provided by Supplier			
Indoor Unit Weight		To be Provided by Supplier			
Dimensions Outdoor Unit W x H x D (in MM)		To be Provided by Supplier			
Outdoor Unit Weight		To be Provided by Supplier			
Condensor Cooling Coil		100 % Copper (Alumunium not acceptable)			
Condensor		Anti Corrosive Copper Condensor			
Max. Ambient Temp.	Degree	52 ° C			
FEATURES					
Display		Digital			

Remote		Wireless - with LCD			
Filters		Anti Dust, Anti-Bacteria, Virus & Allergy Safe filter			
Auto Dehumidifaction		Required			
Auto Clean		Required			
Self Diagnosis		Required			
Sleep Mode		Required			
Front Panel Display		Required			
ON - Off Timer		Required			
Speed Setting (Cool / Fan)		Required			
Auto Restart		Required			
LED Display in Indoor Unit		Required			
Color		White			
Max. Piping Capability - Total	Meter	20			
Max. Piping Capability - Vertical	Meter	10			
IDU Insulation		Fire retardent imported insulation to ensure safety & efficient cooling			
Power cord with suitable pin top		To Be Provided by Supplier			
Standard accessories & Installation Kit		To Be Provided by Supplier			
outdoor mounting breakets		heavy duty with anti corrosive paint			
Installation		In Supplier Scope			
Guarantee / Warranty		Minimum 1 Year			
extended Guarantee / Warranty		Minimum 1 Year			
Servicing every 2 month during Guarantee / Warranty and extended Guarantee / Warranty period		every two month without fail			

SECTION-F

1.0 ANNEXURE-A

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No _____

Date : _

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist.Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called “the said tender”) to M/s.(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupeesonly) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty,

without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:

- a. Vary and / or modify any of the terms and conditions of the Agreement.
- b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
- c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.

6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. 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.
9. 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.
10. 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

Bidder shall submit PBG from below mentioned banks only. Banks other than below mentioned list are not Allowed.

- All Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, RBL Bank, DCB Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank

2.0 ANNEXURE-B

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

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

B.G. No. _____

Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. _____/ has placed a purchase order on M/s. _____ (hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) 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).



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CONDITIONER AND SPLIT AIR CONDITIONER /2023-24)**

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. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. 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.
9. 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



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matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Date.....
Corporate Seal of the Bank

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

Note: BGs to be furnished from any of the banks listed at Annexure -VI of Volume I.

Bidder shall submit BG from below mentioned banks only. Banks other than below mentioned list are not Allowed.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- RBL Bank
- DCB Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank



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3.0 ANNEXURE-C

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

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

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

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



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4.0 ANNEXURE- D

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

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

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

Please Tick()

OR

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

Please Tick()

If “b” is applicable, please submit the details for the same.

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



**TENDER FOR PROCUREMENT OF AIR PREHEATER TUBES
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CONDITIONER AND SPLIT AIR CONDITIONER /2023-24)**

5.0 ANNEXURE- E

**Declaration cum Undertaking for Safety Laws and Regulations Compliance
(To be submitted on Company's Letter Head)**

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



**TENDER FOR PROCUREMENT OF AIR PREHEATER TUBES
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6.0 ANNEXURE- F

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	

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE



TENDER FOR PROCUREMENT OF AIR PREHEATER TUBES (Bid No.: GIPCL/MATLS/ HEAVY DUTY FIX SPEED CASSETTE AIR CONDITIONER AND SPLIT AIR CONDITIONER /2023-24)

7.0 ANNEXURE- G

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD

1. For making online payment, first go to the website: www.gipcl.com
2. Then, click on the caption/link as can see like:

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

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “ Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

5. The vendor/Party will be redirected to Payment Gateway. By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be submitted with technical bid.

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

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