



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LIGNITE POWER PLANT(SLPP)**

VOLUME – I

**SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)**

FOR
Design, Engineering, Supply, and Construction of Package A, B, C & D
**New Lignite Feeding System, Associated Works, Contingency Feeding
Arrangement & Dismantling work**

Tender No.: GIPCL/SLPP/R&M/LHS/FB-RELOCATION/EPC/2026

Date of Issue: July 2026

**Issued by:
CGM (THERMAL)**

Gujarat Industries Power Company Limited
Surat Lignite Power Plant (SLPP), Village: Nani Naroli, Taluka: Mangrol, Dist.:
Surat, Gujarat



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VOLUME-I
SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)

2.1 General Instructions

1. This document is the Tender Enquiry Document (TED) / Request for Proposal (RFP), issued to all potential Bidders, requesting a proposal for implementation of the Project on a fixed-price Turnkey / EPC basis. A Contractor shall be selected through a competitive bidding process for the Design, Engineering, Supply, and Construction of Package A, B, C & D – comprising the new Lignite Feeding System near Plant End (Installation of New Feeder Breaker), associated works, contingency feeding arrangement, and dismantling & disposal of existing LHS system (As per detailed scope of work of package-D) at GIPCL-SLPP Phase-I, Surat.
2. The Owner expects Bidders to confirm compliance with all terms, conditions and specifications as stated in this TED at the time of submission of their Bids, failing which the Bids are liable to be rejected. Bidders are therefore advised in their own interest to submit their Bids complete in all respects and in conformance with all terms and conditions of this TED.
3. Before submitting the Bid, the instructions herein shall be read carefully regarding submission of Tender. If any Bidder finds discrepancies or omissions in the Tender Documents, or is in doubt as to the true meaning of any part, the Bidder shall seek clarification from the Tender Issuing Office in writing before the due date for submission of queries.
4. Bids shall be evaluated based on the information and documents available in the Bid. Bidders are therefore advised to ensure that they submit all appropriate and relevant supporting documentation with their proposal in the first instance itself. Bids not complying with the requirements of this TED are liable to be rejected without any further opportunity.
5. Bidders shall ensure that in the event the Contract is awarded to them, and during execution of the Contract, they shall not seek to alter any agreed contractual terms, conditions and specifications.
6. All Bids must be accompanied by the Tender Fee and EMD of the values as specified in the NIT (Section 1), in the form and manner specified in the TED, and must be delivered along with the Bid.
7. The specifications provided with this TED outline the functional requirements of the package A, B, C and D. The Bidder must submit a



proposal based on their own design meeting these functional requirements. The Bidder's design shall be subject to approval by GIPCL / PMC Consultant.

8. Bidders shall deploy the latest state-of-the-art technology and must ensure that all goods supplied are new, unused and of the most recent / current models, incorporating all recent improvements in design and materials.
9. This 'Instructions to Bidders', as issued along with the TED, shall be submitted by the Bidder along with the Bid, duly signed by the Bidder as a token of acceptance. Bids sent without the prescribed TED document or without compliance with its terms and conditions shall be ignored.
10. Issuance of this TED does not construe that the Bidder has been short-listed or pre-qualified.
11. The Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to the award of the Contract, without assigning any reason and without incurring any liability to the affected Bidder(s).
12. The Owner reserves the right to reject any Bid submitted with deviations beyond what is specified in this TED. No time shall be given under any circumstance after opening of the Financial Proposal for submission of documents that are missing from the Bid.
13. In case of change in ownership of the Project or GIPCL, all Agreements and Contracts signed with the Owner shall stand true and valid with the new Owner of the Project.
14. The Tender Issuing Authority reserves the right to cancel the NIT, to change qualifying requirements, or to reject any or all tenders received, without assigning any reason.
15. The Bidder shall make available the site and provide requisite access to enable commencement of Works, in accordance with the overall Project schedule. The site may be handed over in stages as per the requirements of the work and provisions of the Contract.
16. Canvassing in connection with the Tender is strictly prohibited. Bids submitted by Bidders who resort to canvassing shall be liable for straight rejection.
17. All rates shall be quoted on the proper form i.e., the Price Bid supplied as part of the Tender Documents on the e-Tender portal. No other format shall be accepted.
18. The Bidder shall quote for the complete scope of work – Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of Package A (New Lignite Feeding System near Plant End with Installation



- of New Feeder Breaker), Package B (Associated works for the new lignite feeding system), Package C (Installation of surface feeder for contingency feeding arrangement) and Package D (Dismantling & disposal of existing conveyor system on “As is Where is” basis) at GIPCL-SLPP Phase-I – as per the terms and conditions of this Tender. Evaluation shall be done based on the total quoted value after E-Reverse Auction. Thereafter, all technical and commercial work shall be executed in accordance with the Contract.
- 19.** It is the Policy of the Govt. of India to encourage “Make-in India” and promote manufacturing & production of Goods & Service in India with a view to enhancing income and employment. EPC Contractor/Bidder to comply with all relevant Government of India guidelines/notifications/norms and directives for Make-In India.
 - 20.** Bidder shall comply with Government of India latest notifications /guidelines/ directives related to land border sharing countries. Also refer list of appendices for clause/declaration for “restrictions on procurement from a bidder of a country which shares a land border with India” .
 - 21.** Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender. The Bidder shall be bound to perform the same at the rate quoted in this Tender.
 - 22.** Bidder shall quote their offer price as per price bid schedule. Final competitive price will be received through the E-Reverse Auction conducted after opening of the Price Bid.
 - 23.** The minimum decrement value during E-Reverse Auction shall be Rs. 5.0 Lakh OR 0.5% of the quoted price, whichever is lower, during each reverse bid hit.

2.2 Qualification Criteria

The Bidder shall refer to Volume-I, Section 1 (NIT) for the detailed Technical and Financial Qualification / Eligibility Criteria (BEC/PQRs). Only those Bidders who meet all the prescribed criteria shall be considered for further evaluation of their Financial / Price Bids.

Documentary evidence in the form of Purchase Order copies, Completion Certificates, Performance Certificates, Audited Financial Statements and CA Certificates shall be submitted along with the Bid.



2.3 Local Conditions

1. The Bidder is advised to visit the site and examine the project site at GIPCL-SLPP, Nani Naroli, Dist.: Surat (Gujarat) and its surroundings, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. This includes but is not limited to: site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, and weather data. The costs of visiting the Site shall be at the Bidder's own expense.
2. The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter its premises and lands for the purpose of such site inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property, and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.
3. Failure to visit the Site or failure to study the TED shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with this TED.
4. In no case shall the Contract Completion Period be extended due to the failure of the Bidder to visit the site. The Completion Period shall be in line with the timeline of GIPCL as stipulated in this Tender document from date of Lol/LoA/Work Order).
5. The Bidder must conduct its own inspection of the Project Site and its access at its own cost, to make a proper estimate of the works to be performed considering site-specific constraints. This is particularly important for transportation of heavy equipment to the Project Site and the scope of civil/structural site works.
6. It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) Made a complete and careful examination of the TED.
 - (b) Received all relevant information requested from the Owner.
 - (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the TED or furnished by or on behalf of GIPCL.
 - (d) Satisfied itself about all matters, including information necessary and required for submitting an informed Bid, execution of the Project in accordance with the TED, and performance of all of its obligations thereunder.
 - (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the TED, or ignorance of any



matters referred to herein, shall not be a basis for any claim for compensation, damages, extension of time, loss of profits, or a ground for termination of the Contract.

(f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

7. GIPCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this TED or the Bidding Process, including any error or mistake therein or in any information or data given by GIPCL.

2.4 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:

1. Any Bidder (including its Collaborator/DJU Partner/Consortium Member, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.
2. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.
3. Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any "Sub-contractor" from a country which shares a land border with India unless such Sub contractor is registered with the competent Authority.
4. However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
5. Bidder shall comply with Government of India latest notifications /guidelines/ directives related to land border sharing countries.



6. In connection with the above provisions/requirements, the Bidder shall furnish an Undertaking/Certificate in the standard Format attached as Annexure-II to ITB.

2.5 Local Regulatory Framework

1. It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents, including but not limited to:
 - a. Applicable statutes, rules and regulations of the State of Gujarat and Government of India.
 - b. Environmental regulations, pollution control norms and statutory clearances.
 - c. Factory Act, Contract Labour (Regulation and Abolition) Act, and other Labour legislation.
 - d. Electrical safety regulations, CEA guidelines and Gujarat State norms.
 - e. Local taxation, GST and customs regulations applicable to the works.
 - f. Any applicable mining / lignite handling regulations.
2. The Owner shall not entertain any request for clarification from the Bidder regarding such local conditions after Bid submission.
3. It is the responsibility of the Bidder to ensure that all such factors have been properly investigated and considered while submitting the Bid. No claim whatsoever including those for financial adjustment to the Contract shall be entertained by the Owner, and neither any change in the Time Schedule nor any financial adjustments arising thereof shall be permitted by the Owner.

2.6 Clarifications to Tender Document

A Bidder requiring any clarification of the Tender Documents may notify GIPCL in writing or by email to the contact person given below. The last date for receipt of queries / clarifications is as specified in Table A (Important Dates) of Section 1 (NIT) of this Tender Document.

Contact for Queries:

CGM (THERMAL)

Gujarat Industries Power Company Limited (GIPCL)

Surat Lignite Power Plant (SLPP), Village: Nani Naroli, Taluka: Mangrol,
Dist.: Surat, Gujarat

Email: csjadeja@gipcl.com, sjparmani@gipcl.com, misheth@gipcl.com

Mob: 09909925316



GIPCL will respond to queries / issue replies or amendments where necessary. Bidders are advised to seek all technical and commercial clarifications prior to the Bid submission stage. Bidders are requested not to take any technical and commercial deviations. Any Bid containing deviations shall be liable for rejection.

2.7 Amendments to Tender Document

1. GIPCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents at any time prior to the Bid submission due date.
2. The amendments will be notified on the websites as mentioned in the NIT of this Tender (n-Procure portal and GIPCL website).
3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, GIPCL may, at its discretion, extend the deadline for submission of Bids.
4. Bidders are advised to remain in touch with the above-mentioned websites up to the date of opening of the Price Bid. GIPCL shall not be responsible for any Bidder failing to refer to amendments / corrigenda issued by GIPCL.

2.8 Acceptance of Bids

GIPCL neither binds itself to accept the lowest Bid nor shall it assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report or evaluation matrix to any Bidder.

2.9 Withdrawal of Invitation to Bid

While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall at all times be at liberty to withdraw this invitation to bid at any time before the acceptance of the Bid offer, without any liability to any party.

2.10 Representative / Agent of Bidder

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



2.11 Financial Proposal and Currencies

1. The Bidder shall quote the prices in Indian Rupees (INR) only, inclusive of all applicable taxes (including GST), duties and levies as per price bid schedule. The Bidder shall also provide a breakup of taxes in the e-Tender for online submission as per price bid schedule.
2. Bidder's shall note that, there shall be cess (if any) on installation services and the same shall be in bidder's scope wherever, applicable.
3. The Price Bid shall be submitted online only through the n-Procure e-Tendering portal. Physical submission of Price Bid shall not be accepted or considered.
4. Bidders shall quote their offer as per price bid schedule as uploaded on the e-tender portal. The final competitive price shall be received through the E-Reverse Auction.
5. The prices quoted shall remain fixed and firm during the Contract period and shall not be subject to any price escalation or variation, unless specifically provided for in the tender document.
6. The terms of payment shall be as specified in the and SCC of this Tender, summarized as:

Note: Detailed payment milestone breakup shall be as specified in the Special Conditions of Contract (SCC) of the Tender Document.

2.12 Bank Guarantees & EMD

All Bidders shall refer to Section 1 (NIT), for detailed provisions regarding Tender Fee, EMD, and SD/PBG.

2.13 Project Management Consultant and Third-Party Inspection Agency

1. GIPCL has appointed M/s STEAG Energy Services India Pvt. Ltd. (SESI) as the Project Management Consultant (PMC) for the R&M and LE works at SLPP Phase-I. The PMC shall be involved in review of designs, inspection, supervision, and monitoring of the Contract execution.
2. GIPCL may additionally appoint a Third-Party Inspection Agency (TPIA) at its sole discretion to conduct inspection of procurement, fabrication, manufacturing, installation, quality, and commissioning activities during the Project. The Contractor shall provide all necessary access and full cooperation for such inspections.
3. The Contractor shall provide necessary access and cooperation to enable inspection by any National or State Government Agency, Statutory Authority or GIPCL's representatives at any point during the Contract.



4. All costs of PMC engagement shall be borne by GIPCL. The Contractor shall not be entitled to any additional payment or extension of time solely on account of PMC / TPIA inspections, provided such inspections are conducted within reasonable time frames.

2.14 Right to Accept or Reject any or all Bids

1. Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. The Owner reserves the right to reject any Bid and appropriate the EMD if:
 - a) After reviewing the Bid there is doubt that the offered works, materials or equipment are not state-of-the-art and/or not suitable for the site operating conditions.
 - b) At any time, a material misrepresentation is made or uncovered.
 - c) The Bidder does not provide, within the time specified by GIPCL, the supplemental information sought for evaluation of the Bid.
3. Such misrepresentation or improper response shall lead to the disqualification of the Bidder. If such disqualification occurs after the Bids have been opened and the Successful Bidder gets disqualified, the Owner reserves the right to:
 - a) Select the next Bidder with the next lowest Contract Price as the Successful Bidder; or
 - b) Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
4. In case it is found during evaluation, or at any time before or after signing of the Contract and during the period of its subsistence, that one or more pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or given materially incorrect or false information, the Bidder shall be disqualified forthwith. If the Successful Bidder has already been issued the LoI, the same shall be liable to be terminated, by a communication in writing by the Owner, without the Owner being liable in any manner. The Owner shall also forfeit and appropriate the Bank Guarantees in such events, without prejudice to any other right or remedy that may be available.
5. The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure to undertake such verification shall not relieve the Bidder of its obligations or liabilities, nor affect any rights of the Owner.



DOCUMENT CHECKLIST

Note: This Document Checklist shall be attached with the Techno-Commercial Bid (Cover-I). (Refer list of Appendix/document)

Sr.	Document	Attached? (Yes/No)	For Official Use
1.	Complete sets of Bids (Original + 2 Copies) – Technical Bid		
2.	Signed and stamped copy of all Tender Documents in Techno-Commercial Bid Cover		
3.	Demand Draft / Proof of Online Payment of Tender Fee		
4.	Bank Guarantee / DD / Proof of Online Payment for EMD		
5.	Covering Letter as per Format for Covering Letter		
6.	Details of Bidder (Company Profile)		
7.	Summary of Audited Financial Statements (last 3 Financial Years)		
8.	CA Certificate for Average Annual Turnover		
9.	Bank Guarantee format for EMD		
10.	Form of Declaration of Eligibility		
11.	Attested copy of GST Registration Certificate		
12.	Attested copy of PF Code and ESI Registration Number		
13.	Attested copy of PAN Card		
14.	Certificate of Incorporation / Commencement of Business (Registrar of Companies)		
15.	Power of Attorney in favour of the Authorized Signatory		
16.	Signed and sealed copy of all Tender Document sections with official stamp on every page		
17.	Scope of Insurance complying with Insurance Requirements		
18.	Format of association agreement		



19.	Form of Declaration – Contract Labour (Regulation & Abolition) Act, 1970 & Gujarat Rules		
20.	Form of Declaration of Non-Conviction by Court of Law		
21.	Details of Similar Technical Experience as per Bid eligibility Criteria with required Certificates/proof		
22.	List of document/drawing required with bid as per technical specification (Vol. II) I. Overall Plant Layout (Package A+B+C) II. Preliminary GA of Ramp + Feeder Breaker System + Conveyor system III. Preliminary GA of Surface Feeder (Package C) IV. Brief write-up and preliminary project schedule for all packages A, B, C and D V. Technical data sheet as per Package-A, B, C (If any)		
23.	Filled & Signed copy of Technical Data Sheets & Schedules (Vol. II) as per relevant sections		
24.	Project Execution Plan / PERT Chart / Gantt Chart		
25.	Details of Key Technical & Managerial Staff		
26.	Self-Certification and Declaration		
27.	Any other document specified in this Tender Document		
28.	Certificate/undertaking to be submitted by the bidder in connection with “restrictions for bidders from countries which share land border with India”		
29.	Schedule of deviation		



DISCLAIMER

- (A)** The information contained in this Tender Enquiry Document ("TED") or subsequently provided to Bidder(s), in documentary or in any other form by or on behalf of GIPCL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TED and such other terms and conditions subject to which such information is provided.
- (B)** This TED is not an agreement and is neither an offer nor invitation by GIPCL to the prospective Bidders or any other person. The purpose of this TED is to provide interested parties with information that may be useful to them in the formulation of their Bid. This TED includes statements which reflect various assumptions and assessments arrived at by GIPCL or their advisors, in relation to the Project. Such assumptions and statements do not purport to contain all information that each Bidder may require.
- (C)** The assumptions, assessments, statements and information contained in this TED may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TED, and obtain independent advice from appropriate sources.
- (D)** Information provided in this TED to Bidder(s) is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL shall not have any responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.
- (E)** GIPCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TED or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TED.
- (F)** GIPCL also accepts no liability of any nature, whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this TED. GIPCL may, in their absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TED.
- (G)** The issuance of this TED does not imply that GIPCL is bound to select and appoint the Successful Bidder for the Project, and GIPCL reserves the right to reject all or any Bids without assigning any reasons whatsoever.



- (H)** The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIPCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and GIPCL shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the Bidding process.
- (I)** The Owner reserves the right to amend, modify, postpone, cancel or withdraw this TED, in whole or in part, at any stage without assigning any reason and without incurring any liability whatsoever.
- (J)** Bidders are advised to conduct their own independent assessment of the Project, Technical Requirements and Commercial implications before submitting their Bid. GIPCL shall not be responsible for any interpretation or assumption made by the Bidder on the basis of this TED.



DEFINITIONS & INTERPRETATIONS

2.15 Definitions

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

Cl.	Term	Meaning
1.	"Approved / Approval"	Means approved in writing by the Owner or its authorized representative.
2.	"Applicable Law"	Means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval, directive, guideline, policy, requirement or other governmental restriction having the force of law in India and/or the State of Gujarat, whether in effect as of the date of Contract or thereafter.
3.	"Accepted Delivery/Completion Schedule"	Means the completion schedule as per Contract and any authorized extension issued by GIPCL.
4.	"Contract"	Means LOI/LOA/Work Order by GIPCL and the Contractor to execute the entire Scope of Work as given in the Tender Document.
5.	"Contract Documents"	Means all documents, LOI/LOA/Work Order, including all Volumes and Sections of this TED and its Appendices, amendments, and corrigenda.
6.	"Contractor"	Means the Bidder whose Bid to perform the Contract has been accepted by GIPCL
7.	"Contractor's Equipment"	Means all plant, facilities, equipment, machinery, tools, apparatus and things required for installation, completion and maintenance of the Facilities, not including the permanent installed Plant and Equipment.
8.	"Commissioning"	Means the integrated activities covered under Preliminary Operation, Initial Operation and Trial Operation including cold commissioning and hot commissioning and performance guarantee testing, culminating in the formal handing over of the complete new LHS system to the Owner.



9.	"Completion"	Means that the Facilities (or a specific part thereof) have been completed operationally and structurally, put in a tight and clean condition, and all work in respect of Commissioning and Performance Guarantee Testing has been completed.
10.	"Company" or "Owner" or "Employer"	Means Gujarat Industries Power Company Limited (GIPCL) and includes the legal successors or permitted assigns of GIPCL.
11.	"Chartered Accountant"	Means a person practicing in India or a firm of Chartered Accountants within the meaning of the Chartered Accountants Act, 1949.
12.	"Completion Certificate"	Means the certificate to be issued by GIPCL or its authorized representative when all works have been completed to its satisfaction in accordance with the Contract.
13.	"Day"	Means calendar day of the Gregorian calendar.
14.	"Defect Liability Period (DLP)"	Means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for rectification of defects in the Facilities, as defined in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
15.	"Destination" or "Site"	Means the land and other places upon which the Facilities are to be installed, i.e., GIPCL-SLPP, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat, Gujarat, and such other land or places as may be specified in the Contract.
16.	"Drawings"	Includes all drawings furnished by GIPCL/PMC as a basis for the proposal; supplementary drawings furnished for clarification; drawings submitted by the Bidder with the proposal (subject to approval by GIPCL); and drawings furnished during progress of works.
17.	"Effective Date"	Means the date of issuance of the Letter of Intent (LoI) / Letter of Award (LoA) / Work Order by GIPCL to the successful Bidder.



18.	"Facilities"	Means the complete new Lignite Feeding System near Plant End (new Feeder Breaker, conveyors, new ramp, electrical, C&I, civil, structural and all associated works under Package A), associated works under Package B, and the contingency surface feeder arrangement under Package C; to be designed, engineered, supplied, erected, tested and commissioned by the Contractor under the Contract.
19.	"Feeder Breaker Relocation" or "New LHS"	Means the complete scope of work for Design, Engineering, Supply, and Construction of a new Lignite Feeding System near Plant End (Installation of New Feeder Breaker) under Package A, including new ramp and all associated systems, at GIPCL-SLPP Phase-I, under R&M and LE programme.
20.	"Final Acceptance"	Means GIPCL's written acceptance of all works performed under the Contract after successful completion of Performance Guarantee Tests and fulfilment of all contractual obligations.
21.	"GCC"	Means the General Conditions of Contract as given in Volume-I, Section 4 of this Tender Document.
22.	"GIPCL"	Means Gujarat Industries Power Company Limited.
23.	"Guarantee Test(s)"	Means the Performance Guarantee Test(s) to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the specified Functional Guarantees (capacity, throughput, power consumption, availability, etc.).
24.	"Handing Over"	Means GIPCL's written acceptance of all works after successful completion of Performance Guarantee Tests and fulfilment of all contractual obligations.
25.	"Installation Services"	Means all services ancillary to the supply of the Plant and Equipment, including transportation, insurance, inspection, site preparation, civil and structural works, erection, testing, commissioning,



		guarantee testing and training of GIPCL's personnel.
26.	"LoI / LoA / WO"	Means Letter of Intent / Letter of Award / Work Order issued by GIPCL to the Successful Bidder.
27.	"LHS"	Means Lignite Handling System.
28.	"Month"	Means calendar month of the Gregorian calendar.
29.	"OEM / Sub-Vendor"	Means the Original Equipment Manufacturer or approved sub-vendor of any major equipment or system.
30.	"PMC"	Means Project Management Consultant (M/s STEAG Energy Services India Pvt. Ltd. or as appointed by GIPCL).
31.	"Project Manager"	Means the person appointed by GIPCL to perform the duties delegated by GIPCL for supervising and coordinating the Contract.
32.	"R&M and LE"	Means Renovation, Modernization and Life Extension programme of GIPCL-SLPP Phase-I (2 x 125 MW Units 1 & 2).
33.	"SCC"	Means the Special Conditions of Contract as given in Volume-I, Section 5 of this Tender Document.
34.	"SLPP"	Means Surat Lignite Power Plant, Phase-I, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat, Gujarat.
35.	"Subcontractor"	Means any person to whom execution of any part of the Facilities is sub-contracted directly or indirectly by the Contractor, including its legal successors or permitted assigns.
36.	"Successful Bidder"	Means the Bidder who has been awarded the Order and is designated as the Contractor for the Project.
37.	"TED" or "RFP"	Means this Tender Enquiry Document issued by GIPCL including all Volumes, Sections, Appendices, amendments and corrigenda vide Tender No. GIPCL/SLPP/R&M/LHS/FB-RELOCATION/EPC/2026.



38.	"Time for Completion"	Means Thirty (30) calendar months from the date of issuance of LoI/LoA/Work Order by GIPCL, within which Commissioning and Handing Over of the complete Facilities has to be achieved.
39.	"TPH"	Means Tonnes Per Hour – unit of material handling/conveying capacity.
40.	"VFD"	Means Variable Frequency Drive for electric motors.

2.16 Interpretations

1. Language: Unless otherwise agreed by the parties in writing, the Contract and all other Bid documents, correspondence and communications shall be written in English. Any document prepared in any other language shall be accompanied by an English translation, which shall prevail in matters of interpretation.
2. Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
3. Headings: The headings in this TED are included for ease of reference only and shall neither constitute a part of the Contract nor affect its interpretation.
4. Persons: Words importing persons or parties shall include firms, corporations and government entities.
5. Gender: References to any gender shall include all genders.
6. Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, dated, expressly refers to the Contract, and signed by a duly authorized representative of each party.
7. Independent Contractor: The Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or sub-contractors engaged by the Contractor shall be under the complete control of the Contractor and shall not be deemed to be employees of GIPCL. The sub-contractor shall not make any direct claim on GIPCL and the Contractor shall be responsible for handling all sub-contractors.
8. Non-Waiver: No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract shall prejudice, affect or restrict the rights of that party under the Contract. Any waiver of a party's rights must be in writing, dated and signed by an authorized representative of the waiving party.



9. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
10. Country of Origin: "Origin" means the place where the materials, equipment and other supplies are mined, grown, produced or manufactured, as applicable. This shall be in accordance with Ministry of Commerce & Industry / Government of India guidelines on Make in India / Public Procurement (Preference to Make in India).

Yours faithfully,

For and on behalf of Gujarat Industries Power Company Limited

CGM (THERMAL)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant (SLPP), Village: Nani Naroli, Taluka: Mangrol, Dist.:
Surat, Gujarat