

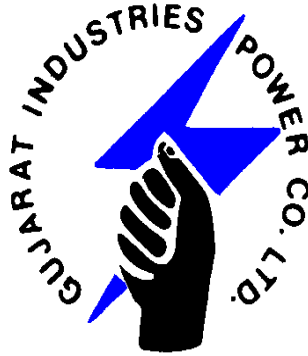


**TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO
TRANSPORTATION/2018-20)**

GUJARAT INDUSTRIES POWER COMPANY LIMITED

**TENDER FOR TRANSPORTATION OF FURNACE OIL (F.O) TO GIPCL, SURAT
LIGNITE POWER PLANT (SLPP)**

Bid No.: GIPCL/MATLS/FO TRANSPORTATION/2018-20





**TENDER FOR TRANSPORTATION OF FURNACE OIL (Bid No.: GIPCL/MATLS/FO
TRANSPORTATION/2018-20)**

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NOTICE INVITING TENDER (NIT) TENDER NO.: GIPCL/MATLS/FO TRANSPORTATION/2018-20

Name of work	Transportation of 6000 MT of Furnace Oil (F.O) from refinery/depot/terminal of IOCL/BPCL/HPCL (Mumbai/ Hazira- Surat / Koyli- Vadodara) to GIPCL-SLPP.
Place of Supply	GUJARAT INDUSTRIES POWER CO. LTD, Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli Taluka: Mangrol Dist: Surat pin: 394 112 (Gujarat)
Quantity	6000 MT
Tender Fee	Rs. 3,000/- by Demand Draft in favor of GIPCL and payable at Vadodara.
EMD	Rs. 1,00,000 (Rs. One Lacs only) as per clause No.06 of Section A.
Security Deposit	Rs.6,00,000/- Valid for Guarantee Period from any Schedule Public Sector Bank or Schedule Private Sector Bank in favour of Gujarat Industries Power Company Ltd as per Clause No.01 of Section C, GCC.
Availability of online Tender document	Tender will be available on (n) Procure from 18.06.2018.
Last date of online submission of offer	02.07.2018, 13:00 hrs. on (n) Procure
Submission of EMD other supporting documents for technical Bid in physical form	On or before 02.07.2018 during office hours at office of GIPCL, P.O. Petrochemical – 391346 Dist.: Vadodara, Gujarat – India



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NOTES:

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

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



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SECTION-A **INSTRUCTIONS TO BIDDERS**

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW Thermal Power Plant, 5 MW Solar Power Plant. GIPCL has set up 112.4 MW capacity of Wind Power Projects as on 31.03.2017 in the State of Gujarat at different sites. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

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

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

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

2. SCOPE OF SUPPLY:

Details of Transportation of Furnace Oil are mentioned in Section-D.



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3. GENERAL INSTRUCTIONS

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



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4. ELIGIBILITY CRITERIA

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

- 4.1 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **three years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. One similar completed work for transportation of petroleum products of Quantity minimum 80 % of total contract quantity i.e. 6000 MT.

OR

b. Two similar completed work transportation of petroleum products of Quantity minimum 50 % of total contract quantity i.e. 6000 MT

OR

c. Three similar completed work transportation of petroleum products of Quantity minimum 40 % of total contract quantity i.e. 6000 MT

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.

- 4.2 Bidders shall have to submit performance certificates from customers for executed orders as mentioned in serial no.4.1.
- 4.3 The Party should have minimum average turnover of Rs. 1.0 Crore per annum during last three financial years. Balance Sheet of the company along with profit and loss account to be submitted duly audited by chartered accountant. The Balance sheet must be in the name of the Company who is purchasing the tender document any type of MOU for this purpose shall not be entertained.
- 4.4 Tender fee: The tender fee of **Rs.3,000/-** shall be accompanied in form of Demand Draft.
- 4.5 EMD: **The EMD of Rs. 01 Lac** (One Lac) shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause.
- 4.6 Bidder must have minimum five (05) tankers registered on their name. Bidder has to submit Registration certificates of minimum 05 tankers owned by him. Bidder shall submit the list of fleet of vehicle under your control.



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- 4.7** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), GST No. of the firm. Copies of the same shall be submitted.
- 4.8** Bidder has to submit Deviation sheet duly signed and stamped. If there is no deviation with respect to tender, to be submitted with NIL deviation
- 4.9** In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 4.10** All the tender documents shall be submitted with sign and stamp on each & every page.

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

The Bidder shall submit all the evidences, documents, attested copies of purchase orders etc as a proof with EMD & Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the 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. LANGUAGE OF BID

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

6. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

- 6.1** An EMD of Rs. 1,00,000/- and Nonrefundable Tender fee Rs. 3,000/- shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. **and payable at Vadodara.**
- 6.2** The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector as per Performa of BG enclosed under Section-E.



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- 6.3** In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 6.4** The EMD of the Successful bidder will be returned after payment of Security Deposit by successful bidder.
- 6.5** The earnest money deposit paid in the form of Demand draft/BG will be refunded to the Unsuccessful BIDDER as soon as the tender is finalized.
- 6.6** Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.
- 6.7** No interest shall be payable on EMD.
- 6.8** The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

6.9 SCHEDULE OF EMD & TENDER FEES

EMD, Tender fee 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: Addl.General Manager (Materials & Contracts) Gujarat Industries Power Company Limited P.O. Petrochemical – 391346 Dist.: Vadodara, Gujarat - India
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7. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The Bids shall be submitted in two parts along with EMD and Tender Fee 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 & Tender Fee in Physical Form to GIPCL-Vadodara.

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



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

b) Price Bid:

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

8. EVALUATION & COMPARISON OF BIDS

- 8.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the overall lowest/item wise lowest evaluated Bid in conformity with the specifications of the tender documents at hid sole discretion.
- 8.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of GIPCL will be final.
- 8.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 8.4 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 8.5 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 8.6 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

9. METHOD OF TENDERING/SIGNATURE ON BIDS

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



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10. MODIFICATION AND WITHDRAWAL OF BIDS

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

11. POLICY FOR BIDS UNDER CONSIDERATION

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

12. 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.

13. PRELIMINARY EXAMINATION OF BIDS

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

13.2 Arithmetical errors will be rectified on the following basis:

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



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14. RIGHT OF REJECTION OF TENDERS

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.

14.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. AWARD OF CONTRACT

15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the overall lowest quotation/item wise lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily at sole discretion of GIPCL.

15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Purchase Order which shall be sent to him through e-mail, courier, fax or registered mail.

15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

16. ASSIGNMENT AND SUB-LETTING

The Transporter 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.



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18. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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



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SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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

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



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SECTION-C

GENERAL CONDITIONS OF CONTRACT

1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount **Rs.6,00,000/-** valid for 24 months from the date of issue of PO from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in SECTION-E, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted within fifteen days from the date of LOI or Purchase Order, whichever is earlier.

The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

The Performance Bank Guarantee will be returned to the Transporter 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) DELIVERY

#####Material should be directly delivered to GIPCL-SLPP.##

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

3) PAYMENT TERM

You shall submit monthly bill for transportation carried out during the month and 100% payment shall be made within **30 days** from date of receipt of invoice.



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4) MODE OF MEASUREMENT AND RECOVERY CLAUSE

- a. Weighment done at GIPCL Weighbridge shall be final for release of payment. Weighbridge tolerance (+/-) 0.5% per tanker shall be allowed, if receive any shortages in furnace oil above this tolerance, the cost of entire shortage of furnace oil & transportation shall be deducted from relevant freight bill.
- b. Quality of furnace oil can be measured randomly from the furnace oil tankers by GIPCL. If any lapses found in the quality of furnace oil, the cost of entire quantity of furnace oil & transportation shall be deducted from relevant freight bill.

5) CONTRACT PERIOD

Validity of contract shall be till completion of entire quantity (two years). GIPCL can extend for further period of 03 months.

GIPCL at any time during the tenure of contract may terminate the same at its sole discretion without assigning any reason.

6) INVOICE

Original invoice should be sent at GIPCL- Baroda and delivery challan should be sent at GIPCL-SLPP Store. (Mention the Purchase Order No. in Invoice and challan without fail)

7) 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.

8) TRANSIT INSURANCE

The transporter will take the transit insurance from respected insurance company for the F.O transportation which covers loss of consignment of Heavy Furnace Oil due to all risks from the IOCL/BPCL/HPCL locations to GIPCL-SLPP for transportation per tanker basis. The premium will be reimbursed by GIPCL on submission the proof. Any claim settlement with insurance company will be done by the transporter. Policy must be submitted to the GIPCL in advance by successful bidder before starting of the contract.

Third party insurance shall be in the scope of transporter. Any liability arising out of death / injury to third party or damage to property of third party following an accident to the vehicle / spillage of furnace oil would be fastened on the owner of the vehicle / carrier/transporter. GIPCL will not reimburse the premium of the same. Your vehicles should have valid explosive license and should take necessary and statutory safeguard since the consignment is hazardous.



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9) QUANTITY OF SUPPLIED MATERIAL:

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

10) STATUTORY PROVISIONS, SAFETY, PRECAUTIONS AND COMPANY RULES

- i) Bidder shall ensure that all the tankers are properly sealed while taking delivery from refinery. Bidder will ensure that all the tankers reach to destination without breaking any of sealing system during transit. All vehicles must have proper sealing mechanism as per norms. Any vehicle found with any deviation in this shall be returned back and cost of furnace oil shall be recovered from transporter.
- ii) The Bidder shall ensure that all the tank-lorries quoted / offered for the purpose of Furnace Oil transportation shall be covered under valid National Permit/ State Permits as applicable for all the destinations at their own cost.
- iii) Octroi, Transit / Bridge / Toll Charges or any other charges/taxes levied on the product (FO) shall be in the scope of Bidder.
- iv) The tank-lorries offered in the contract must comply at all times during the tenure of the contract with valid permits, rules and regulations of Statutory/ Government authorities
- v) The contract is subject to compliance of Motor Vehicle Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications / amendments etc., by the bidder.
- vi) Every offered tank lorry must be fitted with GPS for Vehicle Tracking at Bidder's own cost.
- vii) On frequent shortage and quality complaints, GIPCL is free to take appropriate action including suspension **of tank-lorry for any period / termination of the contract.**
- viii) Bidder shall ensure that the truck arranged by them shall not indulge in any sort of malpractices or any other acts not conducive to the interest of the GIPCL such as misbehavior, dishonesty, disobedience, pilferage etc as per transport discipline guidelines
- ix) The bidder shall conform to the statutory regulations like "Indian Petroleum Act", "Petroleum Rules", "Motor Vehicle Act" & PUC norms etc. as applicable from time to time. In the event of the contracted tank-lorry is found not meeting these provisions, the company shall be free to initiate appropriate action as deemed fit.
- x) The bidder shall comply with all statutory provisions relating to his trade / business /profession including his own employees or employees engaged by the bidder and GIPCL shall not be responsible for his omission or commission.
- xi) The bidder shall ensure valid comprehensive insurance cover for the tank-lorry & its crew at all time during the tenure of the contract.
- xii) The company reserves the right to take appropriate action as deemed fit, if any of the safety requirements are not complied by the bidder during the contract.
- xiii) The carrier shall ensure that the Crew of the tank-lorries in contract is trained under Motor Vehicle Act and their licenses are endorsed by the RTO for having attended the training /refresher courses in transportation of Petroleum Products / Hazardous goods.
- xiv) Bidder shall observe all safety and security rules and regulation of GIPCL which are at present in force and which may come in to force during the tenure of the contract. Any violation of any rules and regulations may result into termination of the contract.



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- xv) No property of GIPCL such as fire hydrant, trees etc. in the area belonging to GIPCL shall be tampered with. In case of default, the damages as assessed by the Authorized officer, whose assessment shall be final and binding to vendor & amount, shall be recovered from the vendor.
- xvi) Bidder shall take necessary safety precautions and shall be fully responsible for safety of your personnel. GIPCL is not liable to pay any compensation to contractor's personnel in case any injury/death.
- xvii) Transporter must have following documents for all tankers in use for lifting F.O · (1) Vehicle registration number and its renewal certificates. (2) Capacity calibration certificates from appropriate authority, under the standards of weight and measure act 1976. (3) Insurance certificate for the tanker. (4) Explosive license issued by the competent authority. (5) Fitness certificate issued by the R.T.O. (6) Any certificate which is necessary if required in future as per. Modification in any law or fixed by the Govt. agency.

11) DAMAGES TO PROPERTY / EMPLOYEE

1. The Carrier shall remain at all times liable to GIPCL for any loss or damage caused to any building, plant, machinery or the property of the GIPCL due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representative or employees.
2. GIPCL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Carrier's the cost of repairs or the amount of loss or damages.
3. The Carrier shall be liable for any loss, any injury to GIPCL's employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees

12) BLACKLISTING OF TRANSPORTER/TANK-LORRY

GIPCL reserves the right to black-list the transporter/ tank lorry which are suspected to be indulging in any sort of malpractices or any other acts not conducive to the interest of the GIPCL such as misbehavior, dishonesty, disobedience, pilferage etc as per transport discipline guidelines. Transporter shall be suspended from the business without giving any reasons and in all such cases no compensation shall be paid to the transporter.

13) TERMINATION OF CONTRACT BY GIPCL

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

In case if Transporter'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 by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of Transporter.



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GIPCL may terminate the contract after due recoveries of pending jobs/damages after if any of the following events occur –

- i. Transporter is adjudged as insolvent.
- ii. Transporter has abandoned the contract.
- iii. Transporter fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Transporter 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 Transporter.
- v. Transporter 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

14) FAILURE & TERMINATION

If the Transporter 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 Transporter 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 Transporter.

15) SETTLEMENT OF DISPUTES

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



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16) INTERPRETATION OF CLAUSE

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

17) 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.

18) INDEMNITY

The Transporter 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 Transporter .

In case, in any litigation pertaining to labour employed through Transporter if any direction or order is issued by court at any point of time the Transporter 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 Transporter shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Transporter.

19) 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.



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SECTION-D

SCOPE OF WORK, TRANSPORTATION DETAILS AND PRICE BID FORMAT

1) SCOPE OF WORK

1. The transportation of Furnace Oil shall be from refinery/depot/terminal of IOCL/BPCL/HPCL, (Mumbai or Koyli or Hazira) to Gujarat Industries Power Company Ltd, Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli, Taluka: Mangrol, Dist: Surat-394112. Bidder has to furnish rates of above three locations to GIPCL-SLPP however the final place from where the FO to be lifted will be intimated to bidder. Transporter has to carry out transportation from any one of above three locations and on the same rates as quoted in the tender during the contract. The distance will be ascertained and decided by the shortest route mutually.
2. The transporter will have to transport F.O. as per day to day requirement for which requirement will be issued from GIPCL-SLPP Site office. However, in the exigencies, the transporter may be required to transport more quantity of F.O depending upon the requirement and urgency of the power station. In that case the transporter is supposed to meet with the increased demand for tankers without any extra cost. This will be part of the job under the transporter. In case of forced shutdown / tripping of units, annual overhauling, running of unit without FO support the requirement of FO shall be reduced or stopped and for which transporter shall not be eligible to claim any ideal charge.
3. The transporter will have to approach IOCL/HPCL/BPCL regarding lifting and transportation of F.O from installation storage tank. The transporter shall have to follow strictly all the rules and regulations of IOCL/HPCL/BPCL existing now and in force from time to time. The aforesaid work is to be executed in consultation with M/s. IOCL/HPCL/BPCL, the transporter shall therefore have to remain in contact with authority of IOCL/HPCL/BPCL for smooth working and follow the instructions time to time.
4. The transporter will have to provide as many empty road tankers as may be required or asked by GIPCL within 24 hours from the time of receiving of obtaining instructions / intimations for lifting and transportation of F.O from GIPCL-SLPP. If the transporter fails to provide empty road tankers as aforesaid, GIPCL shall be entitled to arrange for road tankers by ourselves or through any other agency for lifting and transportation of F.O from the storage tank of IOCL/HPCL/BPCL to GIPCL-SLPP at the risk and cost of the transporter without any reference. Any loss or damage which GIPCL may have to suffer due to failure of transportation, delivery & leakage of oil will be deducted from the transporter's bill.
5. The transporter will not be entitled to any detention or other charges or costs in respect of any delay in loading of FO and sealing of tankers at the storage tank or in unloading of F.O or any other type of delay or increase in the price of engine oil, lubricating oil etc, or any spare-parts of tankers.



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2) DETAILS OF TRANSPORTATION OF FURNACE OIL AND DIESEL PRICE VARIATION

Sr. No	Particulars QTY.	QTY MT
1.	<p>Transportation of Furnace Oil in tankers from refinery/terminal/installation/depot of M/s IOCL/ BPCL or HPCL located at</p> <p>1. Mumbai or 2. Hazira (District: Surat) or 3. Koyali (District: Vadodara)</p> <p>to</p> <p>GIPCL (SLPP) Plant at Village Nani Naroli, Taluka Mangrol, Dist.Surat.</p> <p><u>(Out of above three locations, we may opt only one location or more, however total contract quantity shall be limited up to 6000 MT only)</u></p>	6000

Note: Transportation charges shall remain fix throughout the contract period; however, price variation due to variation in diesel price shall be applicable.

The price variation formula due to price hike/reduction in diesel shall be as follows:

For every increase / decrease in diesel price by every 1 Rs/Litre (average increase/decrease in 15 days shall be considered) from Base rate of diesel, an effect of Rs 3.3 per MT per 200 KM (To & Fro) shall be given on pro-rata basis. Average increase/decrease in diesel price per 15 days shall be considered for price variation.

Bidders shall consider base rate for diesel Rs.73/- per Litre.

The diesel price of **IOCL petrol pump at Nani-Naroli Dist: Surat** shall be considered for price variation.



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3) PRICE BID FORMAT FOR TRANSPORTATION OF FURNACE OIL

A. Bidders are requested to submit their bid as per below format.

	<u>UOM</u>	<u>Quantity to be transported</u>	<u>Rate per MT (Rs)</u>
Transportation of furnace oil from <u>Mumbai to GIPCL-SLPP</u> , Nani Naroli, Ta: Mangrol, District: Surat	<u>MT</u>	<u>6000 MT</u>	To be filled by bidder in (n) Procure Only.
Transportation of furnace oil from <u>Hazira, District: Surat to GIPCL-SLPP</u> , Nani Naroli, Ta: Mangrol, District: Surat	<u>MT</u>	<u>6000 MT</u>	To be filled by bidder in (n) Procure Only.
Transportation of furnace oil from <u>Koyali, District: Vadodara to GIPCL-SLPP</u> , Nani Naroli, Ta: Mangrol, District: Surat	<u>MT</u>	<u>6000 MT</u>	To be filled by bidder in (n) Procure Only.

Note: Transportation charges shall remain fix throughout the contract period; however, price variation due to variation in diesel price shall be applicable.

GST will be paid by GIPCL on reverse charge basis.



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SECTION-E

1.0 ANNEXURE-A

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____ Date: __

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



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4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

..... Bank
Corporate Seal of the Bank By
its constitutional Attorney
Signature of duly Authorized
person

On behalf of the Bank

With Seal & Signature code



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

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

2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the



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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).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed



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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.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized
person

On behalf of the Bank

With Seal & Signature code



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4.0 ANNEXURE- D

Declaration for Contractual Disputes/ Litigations

(To be submitted on Company's Letter Head)

I _____ on behalf ofName of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GOG supported Companies, including GIPCL.

I/We also confirm that M/s Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

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