

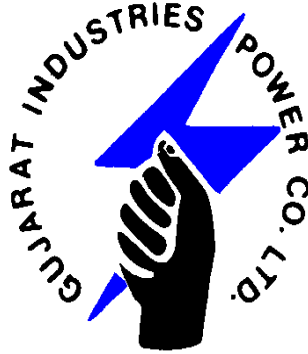


**Tender for Annual Rate Contract For Supply of Spares For BHEL
Make CFBC Boiler
(Bid No.: GIPCL/MATLS/BLR SUPPLY/2017-18)**

GUJARAT INDUSTRIES POWER COMPANY LIMITED

**TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF SPARES FOR BHEL
MAKE CFBC BOILER AT GIPCL-SURAT LIGNITE POWER PLANT (SLPP)**

Bid No.: GIPCL/MATLS/BLR SUPPLY/2017-18



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



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**NOTICE INVITING TENDER (NIT)
TENDER NO.: GIPCL/MATLS/BLR SUPPLY/2017-18**

Name of work	ARC FOR SUPPLY OF BHEL MAKE CFBC BOILER SPARES FOR GIPCL-SLPP
Scope of Supply	Supply of BHEL Make CFBC Boiler Spares as Per Annexure – A of Section-D and as per Section-F (Drawings, Detail Technical Specifications, QAP etc).
Place of Supply	GUJARAT INDUSTRIES POWER CO. LTD., Surat Lignite Power Plant (SLPP) At & Post: Nani Naroli Taluka: Mangrol Dist: Surat pin: 394 110 (Gujarat)
Quantity	The Successful Bidder will be awarded this Contract for the No of items mentioned in Annexure-A with estimated annual quantity of each item which can vary as per requirement within the overall Contract Value.
Contract period	The Period of Contract shall be for Two Years/24 months from the Date of Award of Contract and can be extended for a further period of three months at sole discretion of GIPCL.
Delivery Period	As-n-When required as per Contract Clause no.06 of Section-C,GCC
EMD	Rs. 10.00 Lacs (Rs. Ten Lac.only) as per clause No.06 of Section A.
Security Deposit	10% of Annual Contract Price” (excluding Taxes & Duties, Freight, P&F Charges etc.) Valid for each year of contract 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.



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Cost of tender document / tender fee	Rs. 5,000/- by Demand Draft in favor of GIPCL and payable at Vadodara.
Availability of online Tender document	Tender will be available on (n) Procure from 23/03/2017 to 12/04/2017.
Last date of online submission of offer	12/04/2017 up to 17.30 hrs. on (n) Procure
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form	On or before 12/04/2017 during office hours at office of GIPCL, P.O. Petrochemical – 391346 Dist.: Vadodara, Gujarat – India

NOTES:

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

**Dy. 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 and 5 MW Solar Power Plant. 51 MW Wind Energy Farm Project is under installation and commissioning stage. GIPCL has issued Lol (Letter of Intent) for 26 MW and 71.40 MW Wind Energy Farm Projects. 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. Both 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.

The Company intends to award Annual Rate Contract for Supply of BHEL make CFBC Boiler Spares at GIPCL-SLPP for a period of Two Years and is therefore inviting open tenders online (n-procure portal) from experienced & resourceful suppliers.

2. SCOPE OF WORK:

Detail Scope of Work for ARC for Supply of BHEL make CFBC Spares shall be as per Annexure-A of Section D and as per Section F (Drawings, Detail Technical Specifications, QAP etc).



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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, Site conditions, 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 or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, 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 work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required 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 be a reputed manufacturer of BHEL make CFBC Boiler spares. Tender is floated for Annual Rate Contract for Fifty (50) items as per Annexure-A of Section-D. Bidder should have supplied minimum 80% of items (i.e Minimum 40 items) irrespective of individual item quantities mentioned in Annexure-A to 125 MW or above capacity of BHEL make CFBC Power Plant to any Govt. / semi Govt. Organization / Private sector Power Plants (IPP) in last three years and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of Work Orders along with Successful Supply/Material Acceptance Certificates from clients.
- 4.2** The Bidder shall provide list of customers with a list of past and present orders executed/being executed in 125 MW or above capacity of BHEL make CFBC Power Plant.
- 4.3** The Party should have minimum turnover of Rs. 5.0 Crore per annum from tender related works for last any two financial years out of 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.5000/-** shall be accompanied in form of Demand Draft.
- 4.5** EMD: **The EMD of Rs. 10 Lac** shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause.
- 4.6** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), Excise Registration No, TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 4.7** Following documents are to be submitted by the bidder.
 - 1) List of machinery available with supplier.
 - 2) Details of manpower – engineer/supervisor/workmen.
 - 3) Manufacturing facilities – fabrication machining, foundry, testing facilities etc.
- 4.8** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. 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



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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. 10,00,000/- and Nonrefundable Tender fee Rs. 5,000/- 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.
- 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.



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6.9 SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents duly signed to be submitted in physical on or before due date.	Address for Submission: Dy. 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:

1. The Tender Documents of (Section-A to Section-F) duly signed in all pages without price bid along with techno-commercial deviations, if any shall accompany the bid. If you don't have deviations then write "NIL" in the deviation sheet and then submit with sign & stamp.
2. EMD in the form of DD/BG and Tender Fee in the form of DD.
3. Proof of minimum eligibility criteria as per clause no.04 of Section A.
4. Purchase Order copies and Successful Supply Certificates issued by clients as per eligibility criteria.
5. List of Customers with a list of past and present orders executed/being executed as per eligibility criteria.
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. Copies of INCOME TAX Permanent Account Number (PAN), Excise Registration No, TIN/VAT no. of the firm.
8. List of machinery available with supplier.



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9. Details of manpower – engineer/supervisor/workmen.
10. Manufacturing facilities – fabrication machining, foundry, testing facilities.

b) Price Bid:

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

8. EVALUATION & COMPARISON OF BIDS

- 8.1 Quantity mentioned in Annexure-A is estimated annual quantity which may vary.
- 8.2 GIPCL shall evaluate the Bids received and accepted by it to ascertain the overall lowest evaluated Bid in conformity with the specifications of the tender documents.
- 8.3 Tender Evaluation will be done on package basis for all items put together as Single Package and Bidders have to quote for all the items. If any of the bidder not quoting for any of the items mentioned in the tender, their bid will not be considered.
- 8.4 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.



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- (iii) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (iv) Bids not conforming to the above requirements of signing shall be disqualified.

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



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

14. RIGHT OF REJECTION OF TENDERS

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

14.2 Any Tender without EMD 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 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.

15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work 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. CONTRACT PERIOD

The contract will be for a period of **TWO YEARS** from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

17. ASSIGNMENT AND SUB-LETTING

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



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18. Clarification of Bidding Documents

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

19. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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



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SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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

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



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SECTION-C

GENERAL CONDITIONS OF CONTRACT

1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at 10% of the "Annual Contract Price" (excluding Taxes & Duties, Freight, P&F Charges etc.) valid for each year of contract period 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 strictly within twenty one days from the date of LOI or work 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 (initial security deposit) will be returned to the Supplier without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

2) PRICE AND QUANTITY

Contract shall be Rate contract for the listed items and price of each item shall remain firm throughout contract period of first year and second year as per the contract final price. A separate order shall be placed for the respective item with required quantity as-n-when required during contract period.

Quantity mentioned in the Annexure-A against each item is estimated quantity for the year which may vary based on the requirement and GIPCL do not guarantee for exhaustive usage/availment of entire quantity.

Price quoted by the bidder should be firm and no price increase will be allowed to the supplier during the contract period. The Bidder should quote, price only on free delivery at GIPCL-SLPP Plant on door delivery basis. Prices will be inclusive of inspection, packing and forwarding, transportation, transit Insurance, Octroi, Stacking, Loading/unloading and any other charges etc. However applicable Excise Duty, Sales Tax etc shall be paid extra at actual.



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3) SALES TAX

Sales tax concession form "C" shall be issued in interstate transaction or per the guidelines of sales Tax Authority.

Please clearly state in your offer whether prices are exclusive of sales tax or inclusive of sales tax. In absence of any clarification, it will be construed that quoted price are inclusive of taxes.

4) EXCISE DUTY

The supplier will have to submit Original Copy of Excise Invoice along with material supply.

5) PRE- DISPATCH INSPECTION

Supplier has to intimate GIPCL after manufacturing for inspection of materials at their works if inspection clause mentioned in the PO.

6) DELIVERY

Bidder should Supply Materials/Offer for Inspection maximum within three weeks from date of written intimation/after issue of PO from GIPCL failing which penalty @ 0.5% per week per order value/item value (excluding T&D) shall be levied by GIPCL for late supply maximum up to 10% of items value under order.

Since it is an ARC, Bidder will maintain a stock of the spares and will supply as and when required by GIPCL.

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.

7) PAYMENT TERM

100% of the order value of the supplied lot of materials will be released within 30 days from receipt of materials at site and acceptance by user department after verification documents like Material Test Certificates, Guarantee/warranty certificate, interchangeability certificates, drawings, original invoices etc, if any as per the PO terms.



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8) GUARANTEE/WARRANTY

Guarantee – Bidder shall give replacement guarantee for 12 months from the date of installation or 18 months from the date of supply.

9) TEST CERTIFICATE

Supplier shall provide material test certificate from Govt Approved Laboratory . Supplier shall provide interchangeability certificate. Fitment guarantee for the spare shall be submitted by supplier. If spares will not fit in the machine or in the equipments then it shall be replaced by supplier immediately at their cost. If such spares can not be replaced/repair within 15 days then GIPCL will replace the same at the supplier risk and cost.

10) DRAWING

Supplier shall get the drawing approved from GIPCL prior to Manufacturing.

11) LOSS AND DAMAGES

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

12) INVOICE

Original invoice should be sent at GIPCL- HO and duplicate invoice along with challan should be sent at GIPCL-SLPP Store. (Please mention the Purchase Order No. in Invoice and challan without fail)

13) 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.

14) TRANSIT INSURANCE

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

15) Weight / Quantity of Material supplied: The Weight/Quantity recorded at our GIPCL-SLPP weigh bridge/Store will be taken as the basis of payment.



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16) TERMINATION OF CONTRACT BY GIPCL

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

In case if Supplier's services are not found satisfactory with respect to time bound completion of work, workmanship then GIPCL has right to terminate the contract at any

time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of Supplier.

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

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

17) FAILURE & TERMINATION

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

18) 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



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- b. 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.
- c. 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.
- d. 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.

19) INTERPRETATION OF CLAUSE

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

20) REJECTION OF WORK

If, as a result of inspection, examination or testing, the GIPCL's Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL's Representative may reject such materials, work or workmanship and shall notify the SUPPLIER promptly, stating his reasons. The SUPPLIER shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Supplier failed to rectify the rejected work or workmanship, GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. SUPPLIER shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Supplier failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the SUPPLIER and deducted by the GIPCL from any amount due, or to become due, to the SUPPLIER's dues.

If the GIPCL/Engineer/GIPCL's Representative requires such materials, work or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the GIPCL additional costs for the traveling and lodging costs of GIPCL/Engineer's personal for attending the retest, such costs shall be recoverable from the SUPPLIER by the GIPCL and may be deducted by the GIPCL from any amount due, or to become due, to the SUPPLIER.

21) 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.



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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.

22) INDEMNITY

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

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

23) 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

ANNEXURE-A (LIST OF SPARES FOR BOILER)

Sr No	Item Code	Description	Estimated Qty for one year (In No/Set)	Unit Cost	Excise Duty (in Rs per NO)	Sales Tax (in Rs perNO)	Total Cost
1	710102172	SS 310S SHIELD TYPE :A, L=1M	600				
2	710104147	FINS FLAT-SIZE:19MM WIDTH,1.5 MTR LENGTH MOC: IS 2062 Fe410 A, 8mm thick	200				
3	710104149	FINS FLAT-SIZE:20MM WIDTH,1.5 M LENGTH MOC: IS 2062 Fe410 A, 8mm thick	500				
4	710104150	FINS FLAT-SIZE:21MM WIDTH,1.5 M LENGTH MOC: IS 2062 Fe410 A, 8mm thick	200				
5	710104152	FINS FLAT-SIZE:23MM WIDTH,1.5 M LENGTH MOC: IS 2062 Fe410 A, 8mm thick	200				
6	710104154	FINS FLAT-SIZE:25MM WIDTH,1.5 M LENGTH MOC: IS 2062 Fe410 A, 8mm thick	200				
7	710104155	FINS FLAT-SIZE:16MM WIDTH,1.5 M LENGTH MOC: IS 2062 Fe410 A, 8mm thick	300				
8	710104156	FINS FLAT-SIZE:17MM WIDTH,1.5 M LENGTH MOC: IS 2062 Fe410 A, 8mm thick	200				
9	710104158	FINS FLAT-SIZE:53 MM WIDTH, L-1900 MM, 6MM THICK	200				



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10	710104159	FINS FLAT-SIZE:83 MM WIDTH, L-1900 MM,6 MM THICK	200				
11	710111008	COMBUSTOR NOZZLE HEAD PART NO. 1 MOC of Nozzle Head PART No:1 is as Per DIN 1.4848	1200				
12	710111009	COMBUSTOR NOZZLE BOLT PART NO. 3 MOC of Nozzle BOLT PART No:3 is as Per DIN 1.4848	1600				
13	710111010	COMBUSTOR NOZZLE GUIDE PIPE PART NO. 2 MOC of Nozzle Guide pipe PART No:2 is as Per DIN 1.4828	500				
14	710401014	DUMMY/APH TUBE 50.8 X 2.08MM AS PER DRG.	2000				
15	710401015	DUMMY/APH TUBE 50.8 X 4MM AS PER DRG.	500				
16	711002043 FRG	LIG. CONV. SINGLE LINK ASSY	120				
17	710704069	13" DIFFUSER PLATE DIA 330 SUB TYPE DN33	2				
18	710705017	BURNER LANCE(OUTER PIPE)	10				
19	710705018	INNER PIPE FOR BED LANCE GUN	5				
20	710106063	COMPLETE OIL GUN FOR BED LANCES TYPE M3	5				
21	711201016	WATER COOLED LANCE FOR COMB. SPS. VLV. LAUN DRG. NO. 0.02647.17/2	2				
22	2711201029	LANCE TUBE DIA.135X3175 FOR S/P SPS V/V, DRG NO.0.03295.20	3				
23	710601001	LANCE ASSY FOR LRSB (LRD-1E) DRG. NO. 4-20-001-00360	2				
24	711504052	Vortex Finder Support hook (Stiffener) 60X1500X10MM	25				
25	711504055	Vortex Finder Support Plate type A MOC: SANDVIK 253 MA(22.12 HTR) , 12 MM THICKNESS	15				
26	711504056	Vortex Finder Support Plate type B MOC: SANDVIK 253 MA(22.12 HTR) , 16 MM THICKNESS	5				



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27	711504023	Cyclone Retainor Plate, SS 310	20				
28	2711001007	LIG CONV CONNECTING PIN	800				
29	2711001008	LIG CONV PIN CIRCLIP	650				
30	2711001027	SPROCKET WHEEL OF LIG CONV PART NO. 21 OF DE SIDE CASING ASSY	8				
31	2711001035	SPROCKET SHAFT OF LIG CONV PART NO. 36 OF DE SIDE CASING ASSY	1				
32	2711001080	Lig. Conyor Flighted Chain Link (Flight attachement) Link PCD-216, Redler design for Phase-II	100				
33	2711001081	Lig. Conveyor Plain Chain Link (Without Flight attachement) Link PCD-216, Redler design for Phase-II	100				
34	2711002056	SCRAPER WITH SHAFT FOR LRAF	2				
35	711507005	REFRACTORY ANCHORS TYPE AN- 1 MATL SS310	150				
36	711507010	REFRACTORY ANCHORS TYPE AN- 3,L=100MM, SS310 AS PER ATTACHED DRAWING, ANCHOR TYPE :AN-3	3600				
37	711507011	REFRACTORY ANCHORS TYPE AN- 4,L=350MM SS310 AS PER ATTACHED DRGS	250				
38	711507025	REFRACTORY ANCHOR TYPE AN-5 MATL SS310 DIMENSION OF THE ANCHOR AS PER ATTACHED DRAWING, ANCHOR TYPE :AN-5	1300				
39	711507026	REFRACTORY ANCHOR TYPE AN-6 MATL SS310 DIMENSION OF THE ANCHOR AS PER ATTACHED DRAWING ANCHOR TYPE :AN-6	1600				
40	2711501084	Anchor SS310 for Bull nose,L-500mm T-6mm L-500mm T-6mm One side 100mm lock plate One side 70mm lock plate	50				
41	2711501085	Anchor SS310 for Bull nose,L-525mm T-6mm L-525mm T-6mm One side 100mm lock plate	50				



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		One side 70mm lock plate					
42	711002046	RETURN WHEEL LIG. CONV. PART NO. 2000-7	2				
43	711002057	Guide rail 20mm t for lig.conveyor, L-1490MM	30				
44	711002094	RIM SET FOR ONE DRIVE SPROCKET IT CONSISTS OF 4 NOS HALF CIRCULAR RIM WITH FASTNERS FOR ONE DRIVE SPROCKET OF LIG CONV.	6 Set				
45	711003007	LABYRINTH RING SCRAPER LRALF PART NO. 21	7				
46	711003008	LABYRINTH RING ROTOR LRALF PART NO. 22	5				
47	711003014	SHAFT SLEEVES SCRAPER LRALF PART NO. 52, 1set=2 nos	6 Set				
48	711003015	SHAFT SLEEVES ROTOR LRALF PART NO. 44, 1set=2 no	3 Set				
49	711003040	AIR RING FOR SCRAPPER	6 Set				
50	711003041	AIR RING FOR ROTOR	6 Set				

Important Notes:-

All above price shall be valid for one year.

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

Applicable Price Hike/Reduction for Second Year in % of Annual Contract Value of First Year to be submitted in online (n) Procure



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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



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by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. 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) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No.....dateand 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. WeBank having its branch office atdo 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



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of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.(Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
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)/



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Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

Date.....

.....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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**Schedule of Deviation from Technical Specification and Commercial Terms and
Conditions)**

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

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

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