



Gujarat Industries Power Company Limited  
(Surat Lignite Power Plant)  
At & Post Nani Naroli, Taluka: Mangrol, Dist: Surat, Pin 394110  
(Gujarat)  
Phone Nos.: (02629) 261087

**Tender Document for Transportation of Lignite from Surkha  
( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of  
M/s Gujarat Power Corporation Limited (GPCL)  
at Dist: Bhavnagar**

**to**

**Surat Lignite Power Plant (SLPP) at Nani Naroli, Dist: Surat**

**Either entirely by Road OR  
through a Combination of Road and Sea Routes**

**Tender No. GIPCL/Lignite Transportation/ 2025-26  
Cost of Document: - Rs. 10,000/- (Non-Refundable)**

**Tender enquiry comprises of followings Annexures:**

1	Pre-Qualification Bid	<b>Annexure-A</b>
2	Technical Specifications	<b>Annexure-B</b>
3	Commercial Terms and Conditions	<b>Annexure-C</b>
4	Schedule of Deviation	<b>Annexure-D</b>
5	Price Bid Format	<b>Annexure-E</b>
6	Performa for Bank Guarantee for EMD	<b>Annexure-F</b>
7	Lignite Transport Route Plan	<b>Annexure-G</b>
8	Undertaking for Unconditional Bid & Observance of Contract Conditions	<b>Annexure-H</b>
9	Declaration for Contractual Disputes/ Litigations	<b>Annexure-I</b>
10	Procedure for making Online Payment of Tender Fee in favor of GIPCL	<b>Annexure-J</b>

## NOTICE INVITING TENDER

Offers are invited for the work of “Transportation of Lignite from Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant” as shown in the Lignite Transportation Route Plan (**Annexure-G**).

- Estimated quantity of Lignite Transportation: **05.00 Lakh Te/year**.
- Contract Period: 01 (One) Year, which may be extended to one more year, if mutually consented.
- EMD: Rs. 35.00 Lakh (Rupees Thirty-Five Lakh only),
- Tender document fees: Rs. 10,000/-
- Last date of submission of offer (Physical): 07/04/2026 up to 17.00 hrs.

The bid document can be downloaded from web site <https://tender.nprocure.com> or <http://www.gipcl.com>. For details of Pre-Qualification Criteria & other terms and conditions visit us on <https://tender.nprocure.com> or contact Executive Director (Mines) at below said address. Bidders are advised to keep visiting <https://tender.nprocure.com> website till last date and keep themselves informed for updated information, if any.

Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant,  
At & P.O. Nani Naroli, Taluka Mangrol,  
Dist. Surat-394 110, Gujarat  
Fax: (02629) 261112

## DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid is invited from reputed and experienced Contractors for “Transportation of Lignite from Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant” as shown in the Lignite Transport Route Plan (**Annexure-G**)”

Brief Description of Work	The Contractor shall be awarded an Annual Rate Contract for transportation of lignite from Surkha (N) Lignite Mine of GMDC and/or Ghogha–Surkha Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL), District Bhavnagar, to the Surat Lignite Power Plant. The transportation shall be carried out using trucks of minimum configuration 8×4 (double differential) with a minimum Gross Vehicle Weight (GVW) of 31 tonnes, duly certified by the RTO and compatible with GIPCL weighbridges, in accordance with the Lignite Transport Route Plan ( <b>Annexure No. G</b> ).
Period of Contract	01 (One) Year, which may be further extended to one and half year, if mutually consented.
Quantity of Lignite to be transported	Estimated quantity of lignite transported: Approximately <b>05.00 Lakh Te/year</b> .
EMD	<p>Rs. 35.00 Lakh (Rupees Thirty-Five Lakh only), in the form of Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at Baroda or Bank guarantee from any Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, IDBI Bank and Karur Vysya Bank in the specified Performa of the bid document.</p> <p>The Bank Guarantee (BG) shall be kept valid for a minimum period of six (6) months from the date of submission of the Bid Document.</p>
Cost of bid document / tender fee	<p>Rs. 10,000/- (Rupees Ten Thousand Only) (<b>non-refundable, inclusive of 18% GST</b>) through online payment gateway of company’s website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment form) as per details mentioned @ <b>Annexure-7</b> or by RTGS/NEFT/IFT only in favor of GIPCL as per details below: -</p> <ol style="list-style-type: none"> <li>1. <b>Name of Account Holder:</b> Gujarat Industries Power Co. Ltd.</li> <li>2. <b>A/c. No.:</b> 33514692834</li> <li>3. <b>Name of Bank:</b> State Bank of India</li> <li>4. <b>Address of Bank:</b> Utility Building, Nani Naroli,</li> </ol>

	<p>Taluka Mangrol, Dist. Surat. Pin 394 112</p> <p>5. <b>IFSC code:</b> SBIN0013423</p> <p>6. <b>MICR Code:</b> 394002513</p>
Availability of Bid document	<p>On web site <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> or <a href="http://www.gipcl.com">http://www.gipcl.com</a></p> <p>Amendment, clarifications (if any) will be uploaded to n-procure and will not be published elsewhere. Prospective Bidders are requested to regularly check the updates on above website. Bidders shall take cognizance of all latest amendment/clarifications/corrigendum issued, before submission of the Bid.</p>
Downloading of tender document from websites	27/03/2026 to 07/04/2026
Pre-Bid Meeting:	<p>01/04/2026 at 11.00 hrs.</p> <p>All the prospective and eligible Bidders are requested to attend the Pre-Bid meeting on 01/04/2026 at <b>11.00 Hrs</b> at SLPP (Gujarat).</p> <p><b>Maximum two members per Bidder may be allowed for the Pre-bid conference.</b></p>
Issue of Corrigendum to document, if required:	As and when required till last date of submission.
Mode of Submission of Bids	<p><b>Part-I (Techno-Commercial Bid)</b> shall be submitted in Physical form in a separate sealed envelope super scribed with “<b>Part-I: Techno-commercial Bid</b>” as well as Tender No. and Due Date.</p> <p><b>Part-II (Price Bid) is Strictly to be Submitted Online on or before due date and time, on the <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> in line with Instructions to Bidders as per tender document, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard. Bid submitted with Physical Price Bids Envelope shall become liable for rejection.</b></p>
Last date of on-line submission of entire offer / complete Bid in all two parts.	07/04/2026 up to 17.00 hrs. at <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
Submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address.	08/04/2026 up to 17.00 Hrs.
Date and time for online opening of	09/04/2026 up to 17.00 Hrs.

Techno-Commercial Bid (Part-I)	
Date and time for opening of Price Bid (Part-II):	The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone / fax / courier / email.
<b>E-Reverse Auction:</b>	<b>E-Reverse Auction will be conducted and informed by GIPCL to all qualified Bidders.</b>

The above details are for information purposes only and the details are provided in the document. Bidders are advised to read the bid document before submitting the bid.

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GIPCL during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site <https://tender.nprocure.com> regularly till the last date of bid submission (i.e. 07/04/2026 up to 17.00 hrs).
2. GIPCL reserves the right to reject any or all the offers / bids received.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the bid document. Conditional bid will not be entertained and shall be liable for outright rejection.
4. The Bidders are required to submit their bids on-line in the web site <https://tender.nprocure.com> Documents in physical form, as mentioned in **Annexure-C** shall be submitted by the Bidders at the following address:-

**Executive Director (Mines),**

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 110, Gujarat

Fax: (02629) 261112

## **DISCLAIMER**

1. This Bid Document is not an agreement or an offer by GIPCL to Bidders or any third party.
2. This Bid Document does not purport to contain all the information each Bidder may require. Some Bidders may have better knowledge of the Project than the others. It is expected and recommended that each Bidder conducts its own due-diligence, investigations and analysis and verifies and satisfies itself of the accuracy and completeness of the information in this Bid Document and obtain independent advice/ information from appropriate sources.
3. Neither GIPCL nor its employees or its consultants/advisors shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the work, or any other information supplied by or on behalf of GIPCL or its employees, any consultants/advisors or otherwise arising in any way from the selection process for the award of the work.
4. Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. GIPCL accepts no liability of any nature whatsoever and howsoever caused whether resulting from negligence or arising from reliance of any Bidder upon the statements contained in this Bid Document or any misinterpretation thereof by the Bidder or for any other reason.
6. GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid Document including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIPCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the GIPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.
8. This Bid Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom these are issued or its concerned Promoter(s) / wholly owned Subsidiary (ies) on whose strength / experience the Bidder is seeking qualification. This Bid Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence

to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid Document). In the event that after the issue of the Bid Document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this Bid Document and the information contained herein must be kept confidential by such Bidder and its concerned Promoter(s) / wholly owned Subsidiary (ies) and professional advisors, if any at all times.

9. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GIPCL in relation to, or matters arising out of, or concerning the bidding process. GIPCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GIPCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GIPCL.
10. The Bidders or their Promoter(s) / wholly owned Subsidiary (ies) shall not make any public announcements or circulate any information with respect to this bidding process or this Bid Document. Any public announcements in this regard shall be made exclusively by GIPCL. Any breach by the Bidder shall be deemed to be non-compliance with the terms and conditions of the Bid Document and shall render its Bid liable for rejection and/or disqualification. GIPCL's decision in this regard shall be final and binding on the Bidder.
11. GIPCL reserves the right to change or modify the Bid Document at any time during the bidding process. All Bidders to whom this Bid Document has been issued shall be intimated of any such change. The Bidders or any third party shall not object to such changes/modifications. Any such objection by the BIDDER shall make the bid liable for rejection by GIPCL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of GIPCL with respect to this Bid Document.
12. GIPCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the bidding process. Further GIPCL reserves the right to annul the bidding process and / or to reject any or all bids at any stage prior to the issue of LoI/ Work Order without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for GIPCL's action. Decision of GIPCL shall be final and binding in this regard.
13. GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions, terms and conditions contained in the this Bid Document.
14. The Bidder should confirm that the Bid Document is complete in all respects. In the event that the Document or any part thereof is mutilated or missing, the Bidder must notify GIPCL immediately at the following address:

M/s. Gujarat Industries Power Company Ltd  
Surat Lignite Power Plant

At & Po. Nani Naroli,  
Taluka Mangrol,  
Dist. Surat- 394 110, Gujarat.  
Phone: 02629-261063-261072

If no intimation is received by GIPCL at the above-mentioned address within 5 Business Days from the date of issue / download of the Bid Document, it shall be considered that the Bid Document received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Bid Document. No extension of time may be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain a complete set of the Bid Document.

15. It shall be deemed that by submitting the Bid, the Bidder agrees and releases GIPCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future, except in accordance with law.
16. By receiving this Bid Document, it shall be deemed that the persons so receiving the Bid Document have reviewed, understood and accepted the disclaimers contained in this.

## DEFINITIONS, INTERPRETATIONS ETC.

### Definitions:

1. **Authorized Representative(s) and Signatories:** Each Bidder shall designate maximum two persons (“Authorized Representatives and Signatories”) authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the power of attorney duly authorizing them to perform all tasks including but not limited to signing and submitting the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm, Co-Operative Society or company that has submitted a Bid in response to this document.
3. **Co-Operative Society:** Co-operative Society formed for the purpose including that of Lignite / any mineral transportation work.
4. **Partnership Firm:** In case of a partnership firm the same shall be registered and, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
5. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible for all interactions with GIPCL. However, both Members of the Bidding Consortium shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
6. **Performance Bank Guarantee/ Security Deposit:** Performance Bank Guarantee shall mean the guarantee to be furnished by the Contractor who is selected based on the Bidding process.
7. **Financial Year:** Financial Year shall mean the 12-month period corresponding to the audited financial statements.
8. **Net Worth:** Net worth is the sum total of paid up capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but do not include reserves credited out of revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus.
9. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
10. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.
11. **“Company” or “GIPCL” or “Management”** shall mean Gujarat Industries Power Company Limited including its successors in office and as signees or its representatives authorized to act on its behalf for the purposes of contract.

12. **“Clause” or “provision”** shall mean the clause and sub clauses of this bid document and/or agreement etc.
13. **“Contractor”** shall mean the person or persons, firm, Co-Operative Society or company, whose bid has been accepted by the GIPCL and shall include his/its/their legal representatives, administrators, successors and assigns.
14. **“Contract Document”** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
15. **“Completion Certificate”** shall mean the certificate to be issued by the GIPCL when the work/ s has been completed to his satisfaction as per terms of the contract.
16. **“Commencement of work”** shall mean start of work by the contractor as per contract terms to the satisfaction of the GIPCL.
17. **“Letter of Intent” or “Detailed letter of Acceptance” or “Work order”** shall mean intimation by a letter/ fax/E-mail to Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
18. **“SLPP”** shall mean the Surat Lignite Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Dist.: Surat.
19. **“Lignite”** means lignite / carbonaceous material with designated quality supplied by Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant
20. **“Schedule of quantities”** shall mean the quantities of lignite to be transported and as provided in the contract, for execution of the contract.
21. **“Bid” shall mean the bid submitted** by the Bidder against this bid enquiry document for acceptance by the GIPCL.
22. **“Tonne”** shall mean metric tonne (1000 kilograms.)
23. **“Lignite Stockyard”** shall mean lignite stock and includes the lignite, whether stocked separately or otherwise.
24. **“Site / Work In-charge”** shall mean a person authorized by the GIPCL management, who will look after all the activities related with transportation of Lignite/ to this contract.
25. **“Fortnight”** shall mean a period of 1st to 15<sup>th</sup> of every month viz. first fortnight and a period of 16<sup>th</sup> to end of every month viz. second fortnight.

## **INTERPRETATIONS**

1. Wherever it is mentioned that the contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/ s or provisions etc. shall be made and/ or provided by the contractor to the satisfaction of the GIPCL at the cost and consequences of the contractor.
2. Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the GIPCL, whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.
3. The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to

be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.

4. All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract.
5. In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
6. Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to override the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
7. Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
8. General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
9. The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
10. No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
11. No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorized representative of the parties, to the contract.
12. The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
13. Any reference to “person” shall include individuals, companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
14. A reference to any gender includes the other gender.
15. Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph of this Document.
16. The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.

17. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

### **Governing Law**

1. The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts of Vadodara shall have exclusive jurisdiction over matters relating thereto.

## ANNEXURE-A

### PRE-QUALIFICATION CRITERIA

**Part-I: Techno-Commercial Bid:** Consisting of below said information along with the Tender Fees and EMD.

#### 1. Tender Fee:

Rs. 10,000/- (Rupees Ten Thousand Only) (**non-refundable, inclusive of 18% GST**) through online payment gateway of company's website: [www.gipcl.com](http://www.gipcl.com) (online Payment form) as per details mentioned @ **Annexure-7** or by RTGS/NEFT/IFT only in favor of GIPCL as per details below: -

- a) **Name of Account Holder:** Gujarat Industries Power Co. Ltd.
- b) **A/c. No.:** 33514692834
- c) **Name of Bank:** State Bank of India
- d) **Address of Bank:** Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 112
- e) **IFSC code:** SBIN0013423
- f) **MICR Code:** 394002513

#### 2. EMD

- a) Bidder has to submit an EMD of Rs. 35.00 Lakh (Rupees Thirty-Five Lakh only), in the form of Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at Baroda or Bank guarantee from any Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, IDBI Bank and Karur Vysya Bank in the specified Performa of the bid document.
- b) The BG shall also be maintained valid for at **least Six months after** the completion of the contract period. Performa of BG is enclosed herewith as **Annexure-F**.
- c) In case EMD is paid in the form of BG, it should be valid for 180 days from the due date of submission of offer. The EMD of the unsuccessful bidders will be returned to them after the award of the LoI/ Work Order to the Contractor. Any bid not accompanied with EMD will be rejected. In case, any Bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited.
- d) No interest shall be payable on EMD.

#### 3. Documents to be submitted along with Tender for Pre-Qualification/ Techno-Commercial Bid.

- a) Bidder should possess minimum three years of experience out of last five years in similar nature of jobs like transportation of Coal/ Lignite / Any other Mineral in/ from

mines using hydraulic dumpers/ tippers and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients.

- b) The Bidder should have experience in transportation of Coal/ Lignite / Any other Mineral in/ from mines using hydraulic dumpers/ tippers. The experience should be either of the following:
- I. Bidder should have executed at least one single order of 60% of the estimated yearly quantity i.e. **3.00 Lakh Te** during any of the last five financial years (2022-23, 2023-24, 2024-25 and 2025-26) or
  - II. Bidder should have executed at least two single order of 40% of the estimated yearly quantity i.e. **2.00 Lakh Te** during any of the last five financial years (2022-23, 2023-24, 2024-25, and 2025-26) or
  - III. Bidder should have executed at least three single order of 30% of the estimated yearly quantity i.e. **1.50 Lakh Te** during any of the last five financial years (2021-22, 2022-23, 2023-24, 2024-25, and 2025-26).

**All specified works executed by the Bidder shall be considered for evaluation of work experience, whether carried out directly by the Bidder or as a sub-contractor, subject to submission of documentary evidence duly certified by the principal employer or the awardee contractor, clearly indicating the nature, scope, and value of the work executed.**

- c) Bidder shall submit certified copies of balance sheet for the last three financial years 2022-23, 2023-24, 2024-25 .
- d) The Bidder shall either directly own, have readily available, or have valid tie-ups with other owners/ Partnership Firm/ Co-operative Society for a **minimum of 20 (Twenty) Hydraulic Tippers/Dumpers of configuration 8×4 (double differential), each having a minimum Gross Vehicle Weight (GVW) of 31 Tonnes, duly certified by the Regional Transport Office (RTO) and compatible with GIPCL weighbridges.** The Bidder shall submit a **declaration** confirming the ownership/availability/tie-up of the aforesaid vehicles at the time of bid submission.

Further, the **Bidder (including, as applicable, a Partnership Firm or Co-operative Society)** shall furnish complete details of the said dumpers, duly certified by a **Chartered Accountant**, as documentary evidence. Failure to comply with the above requirements, or submission of false, misleading, or inadequate documentation, shall render the bid liable for rejection.

However, if the bidder has purchased the hydraulic dumpers/ tippers recently, in such case, Bidder shall submit the Invoice and delivery challan and RTO receipt for registering or transferring the Ownership name.

- e) **However, Bidder has to deploy sufficient numbers of dumpers for the transportation work for the completion of monthly targets.**
- f) Bidder shall provide a copy of PAN Card.
- g) The Bidder has to satisfy the following financial criteria of Turnover and Net worth in order to be considered in the Bidding process:
- i. The Bidder shall have to positive Net worth as on 31<sup>st</sup> March, 2025.
  - ii. The Bidder shall have the average turnover of at least Indian **Rupees 21.00 Crore (Rupees Twenty-One Crore Only)** during the last three Financial Years (2022-23 to 2024-25).

Note: The terms Net worth and Turnover shall have the meaning and definition as stated in this document.

- h) Bidder should submit documentary evidence clearly indicating organization structure whether the firm is proprietary / partnership / private limited / public limited/ Co-operative Society formed for the purpose of transportation from Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar; etc.
- i) **Declaration by the Bidder:**

The Bidders have to declare the following on its letter head, under his signatures and seal:-

1. We do hereby confirm and declare that we have independently inspected the delivery points and lignite transport routes as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities and existing industrial environment etc. which are directly or indirectly related to scope of work.
2. We have ascertained the location and situation of lignite loading points and unloading points the specified areas where the contractor would be required to undertake the transportation of lignite, Site earmarked for unloading of transported lignite, lignite stock yard, road network and location of power plant up to where the contractor will be required for tippers/dumper movement for transportation of lignite up to delivery points of the power plant.
3. We have assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the working conditions of the area/s, availability of power supply, water supply, men and machinery requirement etc. The Bidder do hereby agree

and undertakes not to raise any dispute and/ or objection at any stage on any ground whatsoever.

4. We have assessed the condition & facilities at various locations of stockyards.
  5. We have assessed the quantity of daily lignite requirement & agree to transport it regularly.
- j) Bid document duly signed by contractor on each page.
- k) Format of Schedule of Deviation from Technical Specification and Commercial Terms and Conditions as mentioned in **Annexure-D**.
- l) To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction.**
- m) Additional Pre-Qualification Criteria: Bidder shall have to submit the “Declaration for Civil and Criminal Disputes / Litigations” as amended in Annexure-I attached.**

The Bidder shall submit a duly executed “Declaration for Civil and Criminal Disputes / Litigations” in the format prescribed under Form-H, as amended and attached to this Tender Document.

In the event the Bidder, or any of its partners or directors, is or has been involved in any litigation, arbitration, or other legal proceedings, whether pending or concluded, during the preceding five (5) years from the date of submission of the Bid, the Bidder shall disclose full particulars of such proceedings in the prescribed format.

GIPCL reserves the right to scrutinize the disclosures and any supporting documents relating to such litigation or proceedings, and to assess the nature, gravity, and relevance of the same for the purpose of determining the Bidder’s eligibility and suitability for the present tender.

GIPCL may also consider the frequency, pattern, and nature of such disputes in assessing the Bidder’s suitability for the present contract work.

Based on such scrutiny, GIPCL may, at its sole discretion, reject the Bid if it is of the opinion that the litigation history or circumstances disclosed are likely to adversely affect the Bidder’s ability, integrity, reliability or capacity to perform the Contract. Without limitation, such circumstances may include:

- a) termination of any prior contract for default or non-performance;
- b) blacklisting, debarment, or suspension by any government authority or public sector undertaking;
- c) repeated disputes relating to delay, non-performance, or imposition of

- liquidated damages in comparable projects;
- d) pending proceedings relating to insolvency, winding up, or material financial distress;
- e) litigation involving allegations of fraud, corruption, or misrepresentation in procurement or contractual matters; or
- f) litigation that may materially impair the Bidder's financial resources, assets, or operational capability required for execution of the Contract.

The decision of GIPCL in this regard shall be final and binding for the purposes of evaluation of the Bid under this Tender Document. Failure to disclose any material litigation or furnishing of false or misleading information shall render the Bid liable for rejection.

GIPCL may seek additional information or clarification regarding any disclosed litigation and the Bidder shall promptly provide the same.

#### **4. INSTRUCTION TO THE BIDDERS:**

##### **4.1 Instruction to Bidders**

Bidders are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer. In case of any doubt they may seek clarification/further information's from the ED (Mines) or the AGM (Mines) at the Administrative Office of GIPCL at SLPP at the following telephone numbers during office hours from 08.30 a.m. to 5.30 p.m.

ED (Mines)	02629-261087	<a href="mailto:nkpurohit@gipcl.com">nkpurohit@gipcl.com</a>
AGM (Mines)	9727757613	<a href="mailto:manipane@gipcl.com">manipane@gipcl.com</a>

##### **4.2 Site Visit**

The Bidders are advised to visit the proposed work Site after downloading the tender copy from <https://tender.nprocure.com> or <http://www.gipcl.com> to study the actual working and all other related conditions, before submitting their offer.

It is perquisite and necessary for all interested bidders to visit the site/plant after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account. The bidders shall examine the site of works and its surroundings at his own responsibility. The bidders shall collect information that may be necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at bidder's account.

The bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

### 4.3 e-Tendering

- 4.3.1 Bid documents are available only in electronic format which Bidder can download free of cost from the websites <https://tender.nprocure.com> or <http://www.gipcl.com>
- 4.3.2 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://tender.nprocure.com> only. No physical submission of price will be entertained as it should be furnished online only. Also, no fax, email and letter will be entertained for the same.
- 4.3.3 Following should be submitted in physical form in sealed covers separately at GIPCL's office ,
- i. Document fee
  - ii. EMD
  - iii. Supporting documents for Techno-Commercial Bid

The Executive Director (Mines)  
M/s. Gujarat Industries Power Company Limited  
Village Nani Naroli, Taluka Mangrol,  
Dist. Surat – 394110 (Gujarat)

- 4.3.4 Bidder who wish to participate in online bids 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. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
- 4.3.5 All online bids should be digitally signed. Kindly note that valid Digital Signature Certificates is must for the entire interested Bidder. Online tendering process is not possible without **valid digital signature certificate**.
- 4.3.6 Interested Bidder are also requested to complete their procedure for taking digital signature certificate at least 3 days before last date of submission of tender online.
- 4.3.7 Free Bidder training camp will be organized every Saturday between 16.00 hrs. to 17.00 hrs. at M/s (n) code solutions. Bidders are requested to take benefit of the same (Advance Confirmation to M/s (n) code is requested).
- 4.3.8 M/s (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder.  
An M/s (n) code solution is also fully authorized to issue digital signature certificate to Bidder.  
The Bidders who have no facility to participate in on-line tenders are requested to contact M/s (n) code solutions for the same.
- 4.3.9 All the correspondence in respect of training, support or digital signature certificate should be addressed to M/s (n)code solutions directly on the above-mentioned address

## **Annexure-B**

### **Technical Specifications**

1. **The Bidder shall provide Hydraulic Tippers/ Dumpers of minimum configuration of 8×4 (double differential) with a minimum Gross Vehicle Weight (GVW) of 31 tonnes, duly certified by the RTO and compatible with GIPCL weighbridges. These tippers/dumpers should be compatible for GMDC/GPCL/SLPP weighbridges and delivering lignite at Feeder Breaker/ Apron Feeder or any other delivery point decided by GIPCL.**

## ANNEXURE-C

### COMMERCIAL TERMS & CONDITIONS OF CONTRACT

#### **1. PLANT SYNOPSIS:**

Gujarat Industries Power Company Limited (GIPCL) was incorporated in the year 1985 as a Public Limited Company. The Company is registered with the Registrar of Companies, Gujarat under the Companies Act, 1956, registered and corporate Office is located at P.O. Ranoli, Vadodara- 391 350, Gujarat, India. GIPCL has been promoted by Gujarat Fertilizers and Chemicals Ltd. (GSFC), Gujarat Alkalies and Chemicals Ltd. (GACL) and Gujarat Urja Vikas Nigam Ltd.(GUVNL, erstwhile Gujarat Electricity Board). GIPCL functions under the umbrella of Energy and Petrochemicals Department, Govt. of Gujarat. GIPCL's equity shares are listed on the Bombay Stock Exchange (BSE) and National Stock Exchange (NSE).

GIPCL is in the business of Electrical Power Generation, the current installed capacity is 1859.40 MW. The Company has a diversified power generation portfolio comprising Thermal (Lignite and Gas) and Renewable (Wind and Solar) Power Plants. GIPCL also operates captive Lignite and Limestone Mines to meet the fuel requirement of the 500 MW Surat Lignite Power Plant. Over the years, GIPCL has established itself as a formidable player in the power generation business.

1. 500 MW (2 x 250 MW) Surat Lignite Power Plant at Village Mangrol, Surat, Gujarat.
2. 310 MW (145 MW +165 MW) Gas Based Combined Cycle Power Plants at Vadodara, Gujarat
3. 112.4 MW Wind Generating Capacity in the Saurashtra and Kutch region of Gujarat.
4. 937 MW Solar Generating Capacity spread across various locations in Gujarat.
5. Mangrol-Valia and Vastan Lignite Mines with a combined capacity of 5.4 Million Tonnes Per Annum

#### **2. LOCATION OF THE PLANT :-**

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad NH-8. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and state highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad-gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

#### **3. PROCEDURE FOR OFFER SUBMISSION:-**

Bid shall be submitted in two parts namely: Pre-qualification /Techno-Commercial Bid and Price Bid as per following:

**Part-I: Pre-qualification /Techno-Commercial Bid:-**

This bid shall consist of following:

1. Tender fee, EMD and Documents related to Pre-qualification as mentioned at **Annexure- A**.
2. Confirmation & Acceptance of Technical Specifications indicated at **Annexure-B**.
3. Confirmation & Acceptance to all Commercial Terms and Conditions indicated at **Annexure-C**.
4. Deviation sheet **Annexure-D**, indicating deviation if any should be submitted duly signed & stamped.
5. Price Bid **Annexure-E**
6. Proforma For Bank Guarantee for EMD **Annexure- F**
7. Undertaking for Unconditional Bid & Observance of Contract Conditions indicated at **Annexure- H**.
8. Declaration for **Declaration for Civil and Criminal Disputes / Litigations** as mentioned at **Annexure- I**
9. **The details of machinery owned should be provided with a certificate from Chartered Accountant**
10. **To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Technical bid (In EMD cover); so that the bidder shall be allowed to participate the e-Reverse Auction.**

**Part-II: Price Bid:**

The price bid to be submitted only against e-tender at the <https://tender.nprocure.com>. Physical bid shall not be considered/ entertained.

The following criteria to be considered while submission/ evaluation of offer.

1. The rates should be as per **Annexure-E** only.
2. Conditional price shall not be considered for Evaluation.
3. Evaluation of both Techno-Commercial Bid and Price Bid shall be done separately.
4. Techno-Commercial evaluation of bid shall be carried out first. This will be done on the basis of Eligibility Criteria as given in **Clause 3.0** of this Section and the completeness and conformity of the bid with respect to requirements.
5. Price Bids of only Techno-Commercial acceptable bids shall be considered for further evaluation.
6. Bid Evaluation shall be done as per the details given in **Annexure-E**.

7. **Lowest three (03) eligible bidders or 50% out of total eligible Bidders** (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
8. Incremental Value for the e-Reverse Auction and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (**Lowest Lignite Transportation Rate in Rs/tonne of transported lignite**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Lignite Transportation Rate in Rs/tonne of transported lignite and the bidders have to reduce their Lignite Transportation Rate in Rs/tonne of transported lignite in decrement of value as decided before start of e-Reverse Auction.
9. After e-Reverse Auction process, L1 bidder shall be decided on lowest Lignite Transportation Rate in Rs/tonne of transported lignite.

EMD, Tender fee along with all the required documents to be submitted at the office of the Executive Director (Mines) at the address given below, on or before 08/04/2026 up to 17.00 Hrs. On receipt and verification of the same, the Bidder will be declared qualified for the Price Bid.

**Executive Director (Mines)**

M/s. Gujarat Industries Power Company Limited  
Village Nani Naroli,  
Taluka Mangrol,  
Dist. Surat – 394110 (Gujarat)

**4. Scope of work:**

**1. Description of work:**

The Scope of work involves the transportation of Lignite from Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP either entirely by Road OR through a Combination of Road and Sea Routes, as may be considered suitable by the vendor, subject to the requirements of GIPCL from time to time as shown in Lignite Transport Route Plan (**Annexure-G**),

Hydraulic Tippers/ Dumpers of minimum configuration of 8×4 (double differential) with a minimum Gross Vehicle Weight (GVW) of 31 tonnes, duly certified by the RTO and compatible with GIPCL weighbridges for lignite transportation commensurate with the work for the transportation of lignite from Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant

as shown in Lignite Transport Route Plan (**Annexure-G**), Again the weighment of the lignite shall be carried out at SLPP's weighbridge near Feeder Breaker or Apron feeder at SLPP.

1. The approximate weighted average road distance from Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (**Annexure-G**), is approximately **360 Km** (One Way weighted average: For calculating the Weighted Average Lead distance for lignite transportation, it will be from Lignite Loading Point at Surkha ( N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to average of the lead distance of Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan and Considering that lignite transport quantity will be transported to Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP in the ratio of 70% and 30 % respectively).
2. While transporting lignite, due care is to be taken to avoid any kind of pollution & en-route spillages. The contractor shall arrange to cover the dumper/ tipper by tarpaulin suitably.
3. The Bidder shall either directly own, have readily available, or have valid tie-ups with other owners/ Partnership Firm/ Co-operative Society for a **minimum of 20 (Twenty) Hydraulic Tippers/Dumpers of configuration 8x4 (double differential), each having a minimum Gross Vehicle Weight (GVW) of 31 Tonnes, duly certified by the Regional Transport Office (RTO) and compatible with GIPCL weighbridges.** The Bidder shall submit a **declaration** confirming the ownership/availability/tie-up of the aforesaid vehicles at the time of bid submission.

Further, the **Bidder (including, as applicable, a Partnership Firm or Co-operative Society)** shall furnish complete details of the said dumpers, duly certified by a **Chartered Accountant**, as documentary evidence. Failure to comply with the above requirements, or submission of false, misleading, or inadequate documentation, shall render the bid liable for rejection.

However, if the bidder has purchased the hydraulic dumpers/ tippers recently, in such case, Bidder shall submit the Invoice and delivery challan and RTO receipt for registering or transferring the Ownership name.

**However, Bidder has to deploy sufficient numbers of dumpers for the transportation work for the completion of monthly targets.**

The Contractor will carry out transportation of lignite up to designated spot as per Lignite Transport Route Plan (**Annexure-G**) and as per the requirement of GIPCL Power Plant from time to time.

## **2. Estimated Quantities of Lignite Transportation:**

The estimated quantity for transportation of lignite shall be approximately **5.00 lakh tonnes** from Surkha (N) Lignite Mine (GMDC) and/or Ghogha–Surkha Lignite Mine of Gujarat Power Corporation Limited, District Bhavnagar.

The approximate quantity to be transported shall be **2.50 lakh tonnes from each mine**. However, this quantity is indicative and may vary depending on operational requirements, and the bidder shall have no objection to such variation.

The fortnightly transportation targets shall be provided by GIPCL at least two (2) days prior to the commencement of the respective fortnight/week. These targets shall be determined based on the requirement of power plant consumption.

### **Note: -**

1. The quantity for the transportation of lignite is only indicative/ estimated figures. The actual quantity of lignite transported will depend solely on the requirement of the GIPCL. GIPCL shall have sole discretion as to the requirement of lignite from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/ Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of lignite transported.
2. Further GIPCL reserves the right to increase/decrease the fortnightly quantity by giving at least a 02 days prior notice in writing.
3. Above mentioned estimated quantities are however, not sacrosanct and actual figures may vary depending on the actual field conditions and other factors.

## **3. Time for Completion of the Work Covered by Contract:**

1. The period of contract will be 01 (One) Year, which may be further extended to one and half year, if mutually consented, from the date of letter of Intent at the sole discretion of GIPCL.
2. The period of **07 (Seven) days** shall be allowed for mobilization to commence the operations as per scope of work reckoned from the date of issuance of letter of intent.
3. The zero-date reckoned for the contract shall be the date of the commencement

letter issued to the Contractor.

4. If the contractor desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, GIPCL within 07 (Seven) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion, which shall be final and binding on the contractor, is satisfied that reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL.
5. Failure or delay by GIPCL to hand over the targets to the contractor necessary for the executions of the works, or to provide the necessary instructions or any other delay by GIPCL due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages or compensation thereof, provided, however, that GIPCL may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.
6. If, for any reason whatsoever, including but not limited to reduced or lesser requirement of lignite by the power plant, the awarded quantity remains unexecuted at the expiry of the stipulated Contract Period of one year, GIPCL shall have the right, at its sole discretion, to extend the Contract Period for a further duration of upto Six (06) Months. Such extension shall be on the same rates, terms, and conditions of the existing Contract, without any price escalation, and shall not require execution of a fresh agreement.

Further, subject to mutual consent of both parties, the Contract Period may be extended beyond the aforesaid Six (06) Months for a period of upto one year. In such an event, GIPCL shall issue a revised work order, and the work shall continue on the existing rates, terms, and conditions.

7. If the Contractor completes the awarded work quantity before completion of the awarded contract period of one year, GIPCL may its sole discretion and with the consent of contractor, award such additional work quantity as it may deem fit, at the same rates and same terms and conditions of the contract. GIPCL may its sole discretion award such additional work quantity as it may deem fit, at the same rates and same terms and conditions of the contract.

#### **4. Quality Control of the Transported Lignite:**

1. The Contractor shall transport lignite from Surkha (N) Lignite Mine (GMDC) and/or Ghogha-Surkha Lignite Mine of Gujarat Power Corporation Limited,

District Bhavnagar, to the Surat Lignite Power Plant (SLPP) located at Nani Naroli, District Surat.

2. The Contractor shall ensure that no deterioration in the quality of lignite occurs during transportation from GMDC and/or GPCL, and shall take all necessary preventive measures in this regard.
3. The quality of lignite shall be determined by drawing Lignite samples at/ near the Delivery Points by GIPCL's laboratory. The method of sample collection and the frequency of random sampling will be determined by GIPCL. The representative sample will be divided in to two Parts. First Part of the sample shall be tested at GIPCL's laboratory and the results furnished by GIPCL's laboratory shall be final and binding on the Contractor. The Second part of the above said sample shall be packed and sealed and analyzed only in case of any dispute.
4. The sampling shall be done as per BIS (Bureau of Indian Standard). The preparation of samples and testing/ analysis of Lignite samples shall be carried out strictly in accordance with Applicable Standard and Procedures laid down in BIS-436 (Part-I), (Part-II) & (Part-III).
5. GIPCL's laboratory shall prepare & maintain daily and monthly analysis report of Lignite.
6. The quality of lignite delivered at SLPP shall be compared with the quality parameters of lignite supplied by GMDC and/or GPCL mines. In case any substantial variation or deterioration in lignite quality is observed, GIPCL shall have the right to take appropriate action against the Contractor.

**5. Special terms & Conditions for Transport Contract:**

1. The contractor, before starting the work, shall furnish to the Site-In charge nominated by GIPCL the list of Hydraulic Tippers / Dumpers proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No Hydraulic Tippers / Dumpers shall be deployed for the work without the approval of the Site-In charge nominated by GIPCL. The contractor shall register the Hydraulic Tippers / Dumpers at GIPCL.
2. Only Hydraulic Tippers / Dumpers with RFID Tag shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of lignite transportation. Hence, before deployment of Hydraulic Tippers / Dumpers, Contractor has to registered Hydraulic Tippers /

Dumpers for RFID Tag, if required by the GIPCL, at GIPCL site office. GIPCL will charge @ Rs. 300/-per RFID Tag for first 100 RFID Tags. Additional requirement/ replacement of damaged RFID Tag will be @ Rs. 500/-per RFID Tag.

3. Only Hydraulic Tippers / Dumpers in good operational and safe condition having valid fitness certificate permits/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.
4. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the dumpers/tippers and keep them in good and safe conditions at all times.
5. Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the Tippers / Dumpers deployed for the work.
6. In no case any un-authorized driving of the Tippers / Dumpers shall be permitted by the contractor.
7. The Tippers / Dumpers shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances as per RTO Norms.
8. Contractor's dumpers/tippers should ply only on specified routes/ roads within the GIPCL premises. In case, plying of the dumpers/tippers on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Site-In charge.
9. In case of violation of this provision, penalty may be imposed on the contractor and/ or the contract terminated.
10. The work shall be executed round the clock on all the days of week as directed by the Site-In charge nominated by GIPCL and the contractor shall be obliged to comply with the same.
11. The contractor shall not have any claim whatsoever for the idleness of his Tippers/ Dumpers / employees for want of lignite or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
12. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the Tippers / Dumpers required/ deployed for the work. The company shall have no liability whatsoever on this account.
13. The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's Tippers / Dumpers in transit or while engaged in the work.

14. If the Company suffers any loss on account of suspension of transportation or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the Tippers / Dumpers of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.
15. The contractor shall not engage any person of less than 20 years of age or females during night hrs as required by the relevant law.
16. In case any accident occurs or any injury is caused to any employee of the Company by the Tippers / Dumpers of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.
17. Any truck/ truck driver not complying with the terms and conditions of the tender documents is liable to be suspended/ debarred by Site-In charge nominated by GIPCL.
18. The successful bidder shall deploy only those Hydraulic Tippers/Dumpers that are duly pre-approved by GIPCL.
19. For approval of the proposed Tippers/Dumpers, the bidder shall submit a complete list along with detailed particulars of the vehicles intended to be deployed at least one (01) day in advance through official email. For each vehicle, the bidder shall furnish self-attested copies of the following documents:
  - a. Registration Certificate (RC Book)
  - b. Valid Fitness Certificate
  - c. Valid RTO Permit
  - d. Valid Insurance Policy
  - e. Proof of Road Tax Payment
  - f. Valid Pollution Under Control (PUC) Certificate
20. In the event of expiry of any of the above documents, the concerned vehicle shall be deactivated in the system and shall not be permitted for deployment until valid documents are submitted and duly approved by GIPCL.
21. Upon entry of the vehicle details into GIPCL's system and subsequent approval, a Unique RFID Tag shall be issued to each approved vehicle. GIPCL shall charge Rs. 300/- per RFID Tag for the first fifty (50) tags. For any additional requirement or replacement of a damaged RFID Tag, a charge of Rs. 500/- per tag shall be

applicable.

22. No vehicle shall be permitted for weighment at GIPCL weighbridges without prior system approval and without being fitted with a valid RFID Tag issued by GIPCL.
23. The weighment of coal/lignite transported through Tippers/Dumpers shall be carried out exclusively at GIPCL weighbridges, at any time during the day or night, as per the operational requirements of GIPCL. The decision of GIPCL regarding weighment shall be final and binding on the Contractor.
24. The successful bidder shall schedule and dispatch vehicles accordingly within the stipulated time. Any vehicle whose weighment remains pending on a particular day shall undergo weighment on the following day during the aforesaid time slot. However, in the event of any emergency requirement, GIPCL may instruct the vendor, with sufficient advance notice, to allow weighment beyond the above-mentioned time. The vendor shall be bound to comply with such instructions.
25. The concerned Tipper/Dumper Drivers/Operators shall strictly adhere to GIPCL Standard Operating Procedures (SOP) with respect to imported coal supply through Tippers/Dumpers.
26. The Hydraulic Tippers/Dumpers shall be loaded strictly within their maximum permissible carrying capacity and shall not be overloaded under any circumstances, in compliance with applicable RTO norms.
27. During transportation of imported coal, due care shall be taken to prevent pollution and en-route spillages. The contractor shall ensure that all Tippers/Dumpers are properly covered with suitable tarpaulin sheets throughout transportation
28. The contractor's Tippers/Dumpers shall ply only on the specified routes/roads within the GIPCL premises. In case movement on any other route/road becomes necessary, prior approval from the Site In-charge shall be obtained.
29. In the event of violation of any of the above provisions, GIPCL reserves the right to impose appropriate penalties and/or terminate the contract, as deemed fit.

#### **5. Acceptance of LOI/ Work Order and Payment of Security Deposit:-**

Within 04 days of issue of LOI/ Work Order, the Contractor will make payment of performance security deposit, as an acceptance of the LOI/ Work Order, in the manner prescribed in **Annexure-C**, terms and Condition. The failure shall be deemed to be refusal by the Bidder to accept the LOI/ Work Order and amount of EMD will be forfeited and necessary further action may be initiated as may be deemed fit by the management.

## 6. Commencement of Work:-

- a) **A letter, authorizing Contractor to commence the work will be issued by GIPCL after submission of Security Deposit along with acceptance Contractor will have to mobilize and start the actual lignite transportation within 07 (Seven) days from the date of issue of LOI/ Work Order. In case of failure to commence the work within the stipulated mentioned period the contract may be terminated, at the discretion of GIPCL.**
- b) The zero-date reckoned for the contract shall be the date of issuance of LOI/ Work Order to the Contractor.

## 7. Weighment:-

- a) The contractor shall be paid only on the basis of weighment at SLPP weighbridges at plant side only. Weighment of lignite as recorded at the SLPP weighbridges or any other weighbridge at plant side shall be considered and treated as final for the purpose of this contract. In case any of the weighbridges near designated lignite delivery point is not in working condition for whatsoever reason, then the Contractor agrees and undertakes to get the weighment done at any of the weighbridge as directed by GIPCL. The Contractor shall not raise any dispute including claim for any extra cost regarding the said authorization of any such weighbridge on this account by GIPCL.

**The difference in weighment between two weighbridges at Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar and SLPP weighbridges or any other weighbridge at plant side) shall be treated as transit loss and shall be reconciled fortnightly.** The dumpers/tippers are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled fortnightly and the actual quantity of lignite received at GIPCL shall be considered as final and payment shall be made based on actual receipt quantity only.

If the actual receipt quantity at SLPP weighbridges is higher than weighted quantity at Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar, then the weighted quantity at Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar shall be considered.

- b) Transit shortage for the transportation of the lignite from Surkha (N) Lignite Mine to SLPP location shall not be more than **0.20%** of the lignite transported during the fortnight (to be computed from the date of award of contract). Excess transit loss if any, shall be recovered from the Contractor's RA Bill on fortnightly basis for which

two times the prevalent Lignite purchase price per tonne shall be considered. The fortnightly reconciliation of the lignite transportation quantity shall be done by GIPCL.

**8. Right of the owner :**

GIPCL reserve the rights to reduce/ increase the quantity or short close the ordered quantity at any stage. GIPCL shall intimate two weeks in advance before short closing the contract. No financial claim shall be entertained in such cases by GIPCL.

**9. Validity of Offer:**

Your offer shall remain valid for **90 days** from the due date of tender.

**10. Rates for Transportation of Lignite Payable and Escalation/Reduction thereafter:**

GIPCL proposes to award the annual rate contract for transportation of Lignite from Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant by using Hydraulic Tippers / Dumpers as shown in the Lignite Transport Route Plan (**Annexure-G**) as and when required. Bidders are requested to quote their rates accordingly. The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done as per scope of work at contracted rates by GIPCL on fortnightly basis.

The fortnightly running account bill for the work as mentioned at FORM-PRICE BID/SCHEDULE (“PRICE BID”) i.e. rates in INR per tonne of Lignite transported (Which shall include, all operating and capital costs including interest, depreciation and transportation of lignite as per Section - V, Scope of work & special conditions of the contract shall be considered on the fortnightly performance basis.

Fortnightly Payment of Lignite transported = Q x A

A = Lignite Transportation Rate for the relevant fortnight.

Q = Quantity of transported lignite for the relevant fortnight as per the weighment at SLPP, weighbridges.

The contractor will be paid for lignite transported only on the basis of its weighment at SLPP Weigh Bridge near the designated delivery point i.e. Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder.

The remuneration to be paid by GIPCL to contractor for the entire work to be done and for performing the obligations of this contract LoI/ Work Order by the contractor shall be ascertained by applying the quoted rates on the work done and payment shall be made accordingly as per bid provisions for the work actually executed and approved by the GIPCL.

The sum as ascertained shall constitute the sole and inclusive remuneration to the contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.

The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document. The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of GIPCL in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work. The contractor shall not be entitled to raise any claim and/ or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares and wages etc. on them or any other ground or reasons whatsoever.

**Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates). The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.**

**Contractor shall at his expense comply with all labour and industrial laws and such other acts and statues as may be applicable to the contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold their payments till all legal liabilities are discharged.**

Escalation/Reduction will be considered only on diesel. GIPCL will work out the simply average out of the revised diesel prices from 1<sup>st</sup> to 15<sup>th</sup> or 16<sup>th</sup> to 30/31<sup>st</sup> of every fortnight and consider this worked out rate for the purpose of the calculation of Escalation/Reduction on diesel for the transported lignite quantity during the same fortnight.

Escalation/Reduction will be applicable on diesel as per the actual change in newly worked out rate (average out of the revised diesel prices from 1<sup>st</sup> to 15<sup>th</sup> or 16<sup>th</sup> to 30/31<sup>st</sup> of every fortnight price of diesel) over the base price i.e. price at IOC outlet at Nani Naroli. **The base price of the Diesel is 90.50 Rs/Litre (Average out of the revised diesel prices from 1<sup>st</sup> to 15<sup>th</sup> of March, 2026) taken from the IOC outlet at Nani Naroli.**

**Diesel Price Variation Rate in Rs. per Te.:**

Diesel Price Variation Rate (per Te.) =  $D \times 2/d \times R/C$

Where,

D = Weighted average one-way distance from Surkha (N) Lignite Mine, GMDC and/or

Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant in kilometers  
d = Distance covered per Ltr. of Diesel by the Truck in K.M.  
C = Capacity of Tippers (in Te.)  
R = Variation in the price of diesel from the base price (in Rs. per Ltr.)

**Diesel Price Variation Rate in Rs. per Te. =  $D \times R / 30$  Where,**

**D** = One Way weighted average distance from Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Surat Lignite Power Plant in kilometers viz. **360 Kms.**  
**d** = Distance covered per Ltr. of Diesel by the Truck in K.M viz. 2 Km/Ltr  
**C** = Capacity of Tippers (in Te.) viz. **30.00 Te.**  
**R** = Variation in Price of Diesel from the base price (in Rs. per Ltr.)

#### **11. Revision of Rates for Transportation of Lignite Payable: -**

The following special terms and conditions will be applicable to revision of lignite transportation rates.

- 1. Weighted Average Lead distance:** The weighted average distance from Lignite Loading Point at Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (Annexure-G) is **360 km.**
- 2. Variation in Weighted Average Lead Distance:** - The lead distance for lignite transportation as mentioned above is only weighted average distance planned. Whenever there is a change, as approved by GIPCL, in the specified unloading location or any geographical change in the transportation road direction/ alignment resulting in variance in lead distance by more/less than 5.00% of the weighted average lead, the escalation on this account will be calculated as per the formula given below:

The formula has been adjusted based on the % of diesel cost:

**Calculation of Rate due to Variance of lead distance from Planned lead**  $RR = AR \times (0.60 + 0.40 \times AL/PL)$ , where the Diesel cost is = **40%**

RR = Revised Rate of transportation on change of Weighted Average Lead (Rs. /tonne).

AR = Awarded rate of transportation for planned Weighted Average Lead (Rs. /tonne).

AL = Actual Weighted Average Lead in km.

PL = Planned Weighted Average Lead in km (360 Km) for the awarded rate.

**Note:**

- a) Weighted Average Lead distance means one-way distance.
- b) For calculation of revised rate, the variation in Weighted Average Lead would be rounded off to the nearest 100 meters.
- c) The change in Weighted Average Lead distance, if any, will be measured and certified by committee of GIPCL and it will be binding on the Contractor and the Contractor shall raise no dispute in this regard. If variation in the said Weighted Average Lead distance for transportation of lignite is more than 5.00% of awarded weighted average lead, the revised rate formula as mentioned above will be applied for payment of the work done. For any variation in the said Weighted Average Lead distance for transportation of lignite up to 5.00%, revised rate formula and revised rate as mentioned above shall not be admissible.
- d) For calculating the Weighted Average Lead distance for lignite transportation, it will be from Lignite Loading Point at Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to average of the lead distance of Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (**Annexure-G**)

**12. Statutory compliance: -**

The Contractor shall be responsible for making all statutory compliances with regard to execution of all works under the contract awarded to him, including but not limited to employment of manpower, deploying necessary transport vehicles and complying with the rules and regulations of registration, licenses, etc. in this regard. All the trucks placed for transportation of lignite should comply all the statutory requirements from the appropriate authorities. You shall load vehicle as per the RTO guidelines and overload shall not be allowed.

**13. Sub-Letting of Work:-**

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein without prior written consent of GIPCL. Even if the subletting of part of work is allowed by company, it shall not absolve the contractor from his contractual obligations.

**14. TERMS OF PAYMENT:-**

The Contractor shall submit bill along with all necessary documents for the transportation of Lignite on every fortnight and payment shall be released within 15 days then after i.e. for supply of Lignite from 1st to 15th (1st fortnight) of any month, your bill should reach latest by 20th of the month and payment will be released by 30th of the month or within 10 days of the receipt of the bill, whichever is later and the same way for second fortnight (16th to end of every month), the bill should reach latest by 5th of the next month and payment will be released by 15th of the next month or within 10 days of the receipt of the bill, whichever is later.

For obtaining running account payment, the contractor will submit bill for the work done in every fortnight as per the methodology given in Clause No. 4 and 5 of Annexure-C. The bill should be submitted along with following details:

- a) Date wise weighbridge statement duly certified by Site-In charge nominated by GIPCL, showing the tonnage of Lignite delivered, with summary sheet showing total tonnage of Lignite delivered during the R.A Bill period.

The GIPCL shall verify the bills & quantity of lignite delivered, to SLPP during the fortnight and the admissible amount of the bill of the contractor, will be paid after making necessary deductions,

- a) Income Tax (TDS) as per the provisions of the Income Tax Act in force,
- b) Amount of LD levied, if any
- c) Cost of other material / services provided, if any.

The running bill shall be signed by the Contractor's authorized representative, and certified by the Site in charge of GIPCL. The bill so prepared and certified will be submitted for payment to the office of the ED/ GM (Mines).

#### **15. Security Deposit / Performance Guarantee:**

- a) Within 04 days of issue of LOI, the Contractor will make payment of security deposit (SD) in the form of Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at Baroda or Bank guarantee from a Nationalized Bank or IDBI Bank or Axis Bank or HDFC Bank or ICICI Bank or Kalapur commercial Co-operative Bank, in the specified Performa of the bid document, for an amount of Five Percent (05%) of Contract Value (05.00 Lakh Tonne of Lignite transported) of contract.
- b) Balance, 5% of PBG will be deducted @ 5% of the value of the monthly RA bill starting from 1<sup>st</sup> RA Bill, till the total PBG deducted amounts to 5% of the estimated value. No further cash retention will be made toward PBG after 5% of average annual value of one years of contract is deducted.

- c) The BG shall also be maintained valid for at least six (06) months after the completion of the contract period.
- d) The entire Security Deposit shall be refunded after three months of the expiry/ successful completion of contract, subject to handing over of possession of work Site, camp Site (if allowed on GIPCL acquired land / lease) provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GIPCL arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the GIPCL.
- e) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GIPCL, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full his dues to the GIPCL. In case of premature termination of the contract, the Security Deposit may be forfeited and the GIPCL will be at liberty to recover the loss suffered by it from the Contractor.
- f) The GIPCL may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GIPCL as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.
- g) All compensation or other sums of money payable by the Contractor to GIPCL or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from GIPCL on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- h) In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. GIPCL may recover the same by way of additional deductions from bills.
- i) No interest is payable on Security deposit amount.
- j) In case of enhancement of quantum of work due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- k) In case, the contractor fails to mobilize required manpower and equipments within 07 (Seven) days from the date of issue of LOI/ Work Order the amount of**

**performance security deposit may be forfeited at the sole discretion of the company.**

**16. DEDUCTIONS / RECOVERY :**

- a) Failure on the part of the Contractor to start transportation of lignite within stipulated period (After 10 (Ten) days from the date of LOI/ Work Order), or after completion of its extension if any, by GIPCL, necessitated by delay not caused by or attributable directly to GIPCL, contractor shall be liable to pay liquidated damages to GIPCL @ Rs.10000.00 (Rupees Ten Thousand only) for each day of delay in commencement of transportation of Lignite. Payments of damages, aforesaid, shall be made fortnight by the Contractor failing which the same shall be recovered from Security Deposit Bank Guarantee. If the transportation does not commence within 10 (Ten) days from the expiry date of schedule time of (including its extension if any, owing to delay on account of the Contractor and / or for reasons not attributable directly to GIPCL), GIPCL shall have the right to invoke the termination clause. The Contractor agrees that the liquidated damages mentioned herein are genuine pre-estimates of the damages that may be caused to GIPCL in the events mentioned above and that payment of such liquidated damages by the Contractor shall be without prejudice to any other legal remedy that might be available to GIPCL under law.
- b) The obligation to strictly comply with the specified fortnight quantity indicated by the GIPCL's office is fundamental requirement and obligation of the contractor.
- c) In case of any shortfall for meeting the minimum requirement on fortnight target basis for the transportation, the liquidated damages shall be applied as indicated below :-
- a) **Up to 5 % Shortfall of fortnight target** - 10% of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
  - b) **More than 5% and up to 10% Shortfall of fortnight target** - 15 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
  - c) **More than 10% and up to 15% Shortfall of fortnight target** - 20 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
  - d) **More than 15% and up to 20% Shortfall of fortnight target** - 25 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
  - e) **More than 20% Shortfall of fortnight target** - 30 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.

If there is reduction in lignite transport quantity due to less off take by GIPCL for any

reason or due to any constraint in lignite loading at Surkha (N) Lignite Mine, GMDC and/or Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar, LD will not be applicable on the Contractor.

**17. Transit Risk:**

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 lignite should be the sole responsibility of the contractor and the Contractor shall indemnify GIPCL against all claims, actions and demands arising on account of the same.

**18. Precaution**

You shall ensure that all the tippers/ dumpers are properly covered with tarpaulin after loading of lignite to avoid dusting during road travel.

**19. Adherence to Safety Procedures, Rules, Regulations and Restriction**

- a) The Contractor shall comply with all provisions of Applicable Laws (including labour laws, rules, regulations and notifications issued there under from time to time). All safety and labour laws whether enforced by any Governmental Authorities or by the GIPCL shall be applicable in the performance of this Contract and the Contractor shall abide by them.
- b) Each of the Contractor represents and warrants that the Contractor as well as Contractor's personnel has full knowledge of applicable law that may govern the performance of their obligations under this Contract and they shall comply with the same during the Term of the Contract.
- c) Each of the Contractor agrees to obtain and maintain, at its own expense, all Applicable Permits that may be required under Applicable Laws for the performance of their obligations under this Contract.
- d) Any default or failure by the Contractor in complying with the Applicable Laws on account of lack of information or knowledge on the part of the Contractor shall not excuse the Contractor from performance of its obligations under the Contract.
- e) The Contractor shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, orders in relation to the deployment of labour. Any misrepresentation, false or untrue statement made by the Contractor in this behalf or in the event the Contractor acts or performs the contract in breach of the requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Contractor and the Contractor shall be solely accountable and liable for the same.

**20. INTERPRETATION CLAUSE**

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of MD, GIPCL will be final and binding.

## **21. INDEMNITY**

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

## **22. 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.

## **23. ARBITRATIONS:**

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the Supplier and GIPCL, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be referred to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereto or re-enactment thereof in force from time to time. The seat and venue of such arbitration shall be Vadodara, Gujarat state only. The arbitration shall be conducted in English language.

## **24. GOVERNING LAW AND JURISDICTIONS:**

This Contract and the interpretation of the provisions thereof and the performance thereof shall be governed by the laws of India. Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of Suit, any and all actions and proceedings arising out or relative to the contract (including any arbitration in terms thereof) shall lie in the court of competent civil jurisdiction in this behalf at Vadodara only (where this contract has been signed on behalf of the Management) and only the said court shall have jurisdiction to entertain and try such action (s) and / or proceedings to the exclusion of all the other courts.

## **25. TERMINATION:**

1. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the contractor if any of the following events occur :-
  - i. Contractor is adjudged as insolvent.
  - ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
  - iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
  - iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
  - v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
  - vi. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein. The Contractor commits a breach of the contractual terms and conditions.
2. GIPCL shall give the Contractor a 15 days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
3. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by GIPCL under the contract from the Contractor.
4. The SD shall be retained till completion of the defect liability period.

## **26. FORECLOSURE:**

If, due to local site conditions, or any other unforeseen circumstances beyond the reasonable control of either GMDC, GPCL, GIPCL or the Contractor, the continuation of the work becomes impracticable or commercially unviable, GIPCL may constitute a Committee consisting of representatives of GIPCL, the Contractor, and an independent expert having technical or financial expertise to examine the prevailing circumstances.

The Committee shall review the causes and conditions affecting the execution of the

Contract and assess whether the work can reasonably continue under the existing terms and conditions of the Contract or whether any modification of the contractual terms is required, or whether foreclosure of the Contract would be in the mutual interest of the Parties.

The Committee shall submit its recommendations within a period of three (3) months from the date of its constitution. In the event the Committee recommends foreclosure, it shall also indicate the broad financial implications, taking into consideration the value of work executed, the value of the remaining work, the period of the Contract already completed, the balance contract period, and any other relevant commercial factors. Based on the recommendations of the Committee, GIPCL may decide to foreclose the Contract. In such event, the Contractor shall be paid for the work duly executed up to the date of foreclosure in accordance with the terms of the Contract, and no claim for loss of profit or damages on account of the unexecuted portion of the work shall be admissible. The decision of GIPCL regarding foreclosure of the Contract shall be final and binding on the Contractor.

**ANNEXURE –D**

(To be submitted on Company’s Letter Head)

**SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND COMMERCIAL TERMS AND CONDITIONS**

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from OWNER’s General/ Special Conditions of this 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 General /Special Conditions, then the latter shall govern and will be binding on the BIDDER for quoted price.

Name of Firm : \_\_\_\_\_

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

**ANNEXURE-E**

**PRICE BID**

Since GIPCL proposes to outsource works for the transportation of lignite of total estimated quantity **05.00 Lakh Te during one year**, Bidders are requested to quote their rates as under:

<b>Sr. No.</b>	<b>ITEM</b>	<b>Quantity of Lignite to be Transported</b>	<b>Lignite Transportation Rate in Rs/tonne of transported lignite</b>
1	Transportation of Lignite from Surkha ( N) Lignite Mine, GMDC at Dist: Bhavnagar to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan ( <b>Annexure-G</b> )	2.50 Lakh Tonne	
2	Transportation of Lignite from Ghogha-Surka Lignite Mine of M/s Gujarat Power Corporation Limited (GPCL) at Dist: Bhavnagar to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan ( <b>Annexure-G</b> )	2.50 Lakh Tonne	
3	Sub-Total		
4	GST		
5	Grand Total Amount (3+4)		

- 1) Management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
- 2) The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
- 3) Rate quoted shall remain valid for 180 days from the date of submission of price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
- 4) **Rates include all taxes inclusive of GST.**
- 5) **The rates shall be quoted considering transportation of lignite either entirely by road or through a combination of road and sea routes, as may be adopted by the Contractor. The quoted rates shall remain firm and applicable for any variation in quantities, whether increase or decrease, and no additional claim on this account shall be entertained.**

**Further, the Contractor shall be deemed to have fully assessed all logistics, route conditions, distances, statutory requirements, and operational constraints, and no claim whatsoever shall be entertained on account of any change in route, mode of transportation, distance, or any combination thereof, for any reason whatsoever, except as specifically provided for in the tender document.**

- 6) GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.
- 7) Rate quoted for the **Lignite Transportation Rate in Rs/tonne of transported lignite** shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand total amount for Lignite Transportation Rate in Rs/tonne of transported lignite shall be considered as the base rate which will put up for starting e-Reverse Auction.**
- 8) E-Reverse auction shall be for reducing the lowest grand total amount of Lignite Transportation Rate in Rs/tonne of transported lignite and the bidders have to reduce grand total amount of Lignite Transportation Rate in Rs/tonne of transported lignite in decrement of value as decided before start of e-Reverse Auction. After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount of Lignite Transportation Rate in Rs/tonne of transported lignite.
- 9) L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of works, if found quoted unreasonably high.
- 10) Awarded Rates shall be escalated based on the formula for escalation rate as provided in the bid document.

**ANNEXURE-F**

**PROFORMA FOR BANK GUARANTEE FOR EMD**

(To be stamped in accordance with stamp Act.)

Ref..... Bank Guarantee No.....  
Date.....  
Guarantee cover period: From.....  
To.....  
Last date of lodgments of claim .....  
(same as expiry date)

To,

M/s. Gujarat Industries Power Company Limited  
At & Post – Nani Naroli, Taluka Mangrol  
Dist. Surat – 394 110  
Dear Sirs,

In accordance with your “Invitation for Bids” under your specification No..... and dated .....M/S. .... having its Registered/Head Office at..... (herein after called the BIDDER) wish to participate in the said bid for ..... As an irrevocable bank Guarantee against bid guarantee for an amount of ..... Valid for six months from ..... is required to be submitted by the CONTRACTOR as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the ..... Bank at ..... having our Head Office at (local address) ..... Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (herein after call the “Purchaser”) (In figures) ..... (in words) .....

..... Without any reservation protest, demur and recourse. Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective of any dispute or difference raised by the BIDDER. It shall be conclusive and enough for enforcement of bank guarantee on the bank if purchaser invokes the bank guarantee stating only that the default has been committed by the BIDDER, thus far and no further.

This Guarantee shall be irrevocable and shall remain valid up to .....If any further extension of this guarantee is required, the same shall be extended to such required

period on receiving instructions from..... on whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this ..... day of .....200..... at.....

.....

(Signature)

.....

(Name)

Designation with Bank stamps:

Attorney as per Power of Attorney No.

Dated.....

Notes;

1. The minimum validity of the bank guarantee for EMD amount should be for six months.
2. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.

**ANNEXURE-G**

**Lignite Transportation Route Plan**



**Distance by road is about 360 Km**

**Annexure-H**

(To be submitted on Company's Letter Head)

**Undertaking for Unconditional Bid & Observance of Contract Conditions**

It is to certify that I/We have gone through the terms & conditions of the bid thoroughly and having examined the Condition of Contract, Specification and Schedule of rates for the execution of the works, I/we offer to supply equipment, execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specifications and Schedule of Rates. Also, having understood & learnt the implications, I/We are making our unconditional price bid offer for the entire works. I/We further confirm that no deviation in any condition is considered or taken into account by us while making our assessment.

I/We undertake, not to assign or sublet the contract or any part thereof or any benefit or interest therein or there under, without the prior written consent of GIPCL. I/We shall take full responsibility in strict supervision on rehandling activities with the help of experienced and qualified Supervisors and shall take full responsibility for safety of all Site operations. I/We assure that all equipment shall be fitted with necessary safety equipment / appliances to take care of the safety and operational comfort of the machines.

I/We also undertake responsibility for full compliance of other applicable Labour & Environment Laws and such other statutes which are / will be applicable while carrying out the Contract work.

To effect our above undertaking, we submit herewith a signed copy of bid document (on each page) as token of our acceptance of all terms and conditions of the bid).

Name of Firm :  
Signature of Bidder :  
Seal of Company :  
Name of Bidder :  
Designation :  
Date :

**Annexure-I**  
**(To be submitted on Company's Letter Head)**

**Declaration for Civil and Criminal Disputes / Litigations**

I/We, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of Bidder), hereby declare as follows:

1. The Bidder hereby confirms that it is not presently blacklisted, debarred, suspended, or placed under “stop deal” by any Government, Semi-Government authority, Public Sector Undertaking, or statutory body in India or abroad. The Bidder further declares that details of any such action taken against it during the last five (5) years, including cases where the period of blacklisting and / or debarment has expired or is under challenge, are disclosed below.
2. The Bidder further confirms that no contract awarded to it has been terminated for default or non-performance during the last five (5) years, except as disclosed below.
3. The Bidder hereby discloses details of all material litigations, arbitrations, or contractual disputes involving the Bidder, its directors, partners, key managerial personnel, controlling shareholders (Special Purpose Vehicles) or group entities during the last five (5) years, including those with Government authorities, PSUs, or private entities.
4. **Details of such disputes, litigations, arbitrations, and any pending or concluded criminal proceedings are provided in Annexure-I to this Form, including the following particulars (where applicable):**
  - a. Name of the employer / authority / complainant
  - b. Nature of dispute / allegations
  - c. Contract value (if applicable)
  - d. Forum (court / arbitration / investigating authority)
  - e. Case / FIR number
  - f. Current status of proceedings
  - g. Amount involved (if applicable)
5. For the avoidance of doubt, the above disclosure shall include any pending or concluded civil and / or criminal proceedings involving the Bidder, its directors, partners, key managerial personnel, or controlling shareholders, including but not limited to offences involving fraud, corruption or misrepresentation.
6. The Bidder acknowledges that GIPCL reserves the right to review such litigation history and, at its sole discretion, reject the Bid if it is of the opinion that the nature, number, status, or circumstances of such litigation may adversely affect the Bidder's ability, integrity, reliability, or capacity to perform the Contract.
7. I/We further confirm that the information provided herein is true and complete. Any misrepresentation, suppression of facts, or false declaration shall result in disqualification of the Bid and may lead to forfeiture of Bid Security.

Name of Entity:

Signature of Bidder:

Seal of Entity:

Date:

## PROCEDURE FOR MAKING ONLINE PAYMENT OF TENDER FEE

1. For making online payment, first go to the website: **www.gipcl.com**
2. Then, click on the caption/link as can see like: “**Click here for Making Online Payment of Advance for Ash, DM water etc.**” (The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)
3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

**Optional Note:** Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Deptt. or Concerned Person, so that the vendor can be identified. The same party code may be used for future transactions also.

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway. By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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