



GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT P.O. RANOLI, DIST. VADODARA-391350(GUJARAT)
Phone Nos.: (0265) 2234252, 2234256

Tender Document
For
Procurement of 2.50 Lakh MT Imported Coal
Bid No.: GIPCL/MATL/IMPORTED COAL-5000GCV/2026-27

Tender enquiry comprises of followings annexure:

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NOTICE INVITING TENDER (NIT)
TENDER NO.:GIPCL/MATL/IMPORTED COAL-5000GCV/2026-27

Tender No	GIPCL/MATL/IMPORTED COAL/2026-27
Name of work	Supply and Transportation of Imported Coal through hydraulic dumper to our SLPP-GIPCL plant at Village Nani Naroli, Ta Mangrol, Dist. Surat (FOR site basis)
Place at where Imported Coal to be delivered	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract for supply & transportation of 2.50 Lakh MT Imported Coal to SLPP- GIPCL.
Contract period	As per Clause no 11 of Section-C
EMD	Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs only) by Demand Draft/ BG in favor of Gujarat Industries Power Co. Ltd. And payable at Vadodara mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 5,000/- + 18% GST =Rs. 5900/- (Rs. Five Thousand Nine Hundred Only) by Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Vadodara (Non-Refundable)
Tender Issue Date	20.02.2026
Last date of online submission of offer	12.03.2026 up to 17:30 hrs. on website: https://tender.nprocure.com/
Availability of online e-Tender document	On website: https://tender.nprocure.com/
Security Deposit cum Performance Guarantee	10% of Contract Value
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before due date for submission of offer
E-Reverse auction	Will be informed by GIPCL to eligible bidders

NOTES:

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

Gen. Manager (Materials & Contract)
M/s Gujarat Industries Power Company Limited
P.O.Ranoli-391350 Dist: Vadodara, Gujarat- India
E-mail: bcshah@gipcl.com, corporatepurchase@gipcl.com

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 is in the business of Electrical Power Generation. The current installed capacity is 1574.4 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.

GIPCL Assets

Thermal

- 500 MW (2 x 250 MW) Surat Lignite Power Plant at Village Mangrol, Surat, Gujarat
- 310 MW (145 MW +165 MW) Gas Based Combined Cycle Power Plants at Vadodara,

Gujarat Renewables

- 937 MW Solar Generating Capacity spread across various locations in Gujarat
- 112.4 MW Wind Generating Capacity in the Saurashtra and Kutch region of Gujarat

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

LOCATION OF THE PLANT :-

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

GENERAL INSTRUCTIONS

1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
2. The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

3. The Bidders are requested to make themselves fully conversant with the Terms & conditions of tender, Site conditions etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
4. Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
5. The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
6. The tender documents shall not be transferable.
7. The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
8. Conditional offers shall not be considered and liable to be rejected.
9. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
10. During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
11. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
12. The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
13. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
14. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
15. The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

SECTION-A (PRE-QUALIFICATION CRITERIA)

1. Tender Fee:

Rs.5,900/- (Rupees Five Thousand Nine Hundred only), (5000 + 18% GST) inclusive of applicable GST shall accompany with Bid. Tender fee shall be submitted through DD/RTGS / online mode of payment only.

2. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE

- 2.1 An EMD of **Rs. 1,50,00,000/-** (Rupees One Crore Fifty Lakhs only)
- 2.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank (except Yes Bank) as per Performa of BG enclosed with this tender document under Section-F.

Also, EMD & Tender fee may be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per detail provided in Section-I herein under.

- 2.3 In case EMD is paid in the form of irrevocable BG, the same shall be valid for a period of 180 days after the due date for submission of the bid
- 2.4 The EMD of the successful bidder will be returned after payment of Security Deposit or submission of irrevocable PBG by successful bidder. Alternatively EMD will be converted into SD and successful bidder shall submit SD or performance bank guarantee for the balance amount.
- 2.5 The earnest money deposit will be refunded to the unsuccessful/disqualified BIDDER after the tender is finalized and after award of LOI/Work Order.
- 2.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 2.7 No interest shall be payable on EMD.
- 2.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the expiry of the validity date of the tender.

3. PRE-QUALIFICATION CRITERIA

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

- A. Bidder should possess minimum Three years of experience for supply of Imported Coal on FOR basis during last five years ending in March-2026 and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/ work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
- B. The Bidder shall produce evidence of having experience for supply of Imported Coal on FOR basis through Road/Rail (or by any mode) as defined hereunder during last five years ending March-26, to any State Power Companies/ utilities/ other industries/ state Gencos/ NTPC. The experience should be either of the following:

(i) A single completed order of minimum 1,50,000 MT (the quantity equal to 60% of total estimated quantity) of Imported Coal

OR

(ii) Two similar completed orders where in each order shall be of minimum 1,00,000 MT (the quantity equal to 40% of total estimated quantity) of Imported Coal

OR

(iii) Three similar completed orders where in each order shall be of minimum 75,000 MT (the quantity equal to 30% of total estimated quantity) of Imported Coal

- C. The Bidder shall have experience of supply of Imported Coal on delivered basis through road transport (Min. 15,000 MT per month by road mode) in three consecutive months in any Three Financial years out of last five financial years ending on 31.03.2026, to single or multiple up to maximum three utilities/ CPP/ other industries in Gujarat state from West Coast in India. For this, bidder shall submit corresponding/respective copy of work order, invoice and work completion certificate

If Transportation of coal is done by associate firm or sister concern in that case, bidder shall submit necessary documents to prove/establish relation of concern companies involved in supply and transportation.

Bidder should specifically mention fulfilling of above criteria A, B & C in his offer along with submission of copies of work orders & work completion/execution certificates issued by clients.

- D. The Bidder shall have annual average turnover of INR 200.00 Crores in last three Financial year.

Bidder shall furnish annual audited balance sheet and profit and loss account duly certified by Chartered Accountant for the last three financial years.

- E. The bidder shall have positive Net worth for last three financial year
- F. The Bidder has to submit INCOME TAX Permanent Account Number (PAN), GST no. of the firm. Copies of the same shall be submitted.
- G. Bidder should submit documentary evidence clearly indicating organization structure whether the firm is proprietary / partnership / private limited / public limited etc.
- H. Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- I. The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD & Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by the Bidder. GIPCL reserves the right to accept/cancel/reject any/all Bids

without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

- J. Bidder may visit the SLPP site before participating in the tender to understand the detail scope of work. However, any issues pertaining to scope of work due to non-visit of the site may not be entertained once bidder participates in the tender.
- K. GIPCL reserves the right not to consider bid of vendor who has track record of Non-Compliance/ Non Performance/Non Supply/ Cancellation of Work Order/Purchase Order in past with GIPCL.

Section-B (Technical Specification)

Sr.No	Item Description	Estimated Quantity (MT)
1	Supply & Transportation of Imported Coal through Hydraulic Tippers/ Dumpers (8 X 4) of at least 31 Te Gross Vehicle Weight as certified by the RTO only up to 2,50,000 MT to our SLPP-GIPCL plant at Village Nani Naroli, Ta Mangrol, Dist. Surat	2,50,000 MT

Technical Specification

As per ASTM standard on Air Dried Basis (ADB), unless otherwise specified (ARB means As Receive basis)

Sr. No.	Parameters	Unit	Typical Specifications
1	GCV (ARB) kcal/kg	Kcal/Kg.	4900 - 5100
2	TM (ARB) % by wt.	% by Wt.	10 – 25
3	VM (ADB) % by wt.	% by Wt.	25 – 45
4	Fixed Carbon % by wt.	% by Wt.	By difference
5	Ash (ADB) % by wt.	% by Wt.	10 to 15
6	Sulphur (ADB) % by wt.	% by Wt.	0.6 to 0.8
7	Size mm	100%	0 – 50
8	HGI	---	40 – 55
9	Ash Fusion Temp IDT/HT/FT	Deg.C	1100+ / 1200+ / 1250+

Guaranteed Parameters for Price are :

Sr. No.	Parameters	Typical Specifications (weighted average)
1	GCV (ARB) Kcal/Kg,	5000
2	TM (ARB) % by Wt.	23
3	Ash (ADB) % by Wt.	12%*
4	Sulphur (ADB) % by Wt.	0.6

Note: *Penalty for Ash (ADB) by Wt (Weighted average) will be applicable for more than 15%

SECTION-C (COMMERCIAL TERMS & CONDITIONS OF CONTRACT):

1) Scope of work:

- Supply & Transportation of Imported Coal through Hydraulic Tippers/ Dumpers (8 X 4) of at least 31 Te Gross Vehicle Weight as certified by the RTO at GIPCL (SLPP) site at Nani Naroli, Taluka Mangrol, District: Surat as per instruction given by GIPCL site Engineer from time to time.
- Bidder has to deploy required resources at site for unloading and coordination with site engineers.
- Necessary labour, tools, tackles with all consumables; safety equipment & Personal Protective Equipment (PPEs) for the manpower deployed in the site etc... shall be provided by bidder. These costs are deemed to be included in quoted rates.
- Transportation, accommodation, storage, food, medical, employee compensation insurance etc. to your labour, supervisors, staff shall be in your scope.
- Bidder shall follow all safety rules and regulation as per GIPCL norms.
- Quoted rate of Imported Coal should include all above activities (Supply, Transportation and unloading).

Deployment of Hydraulic Tippers/Dumpers

- The successful bidder shall deploy only those Hydraulic Tippers/Dumpers that are duly pre-approved by GIPCL & dedicated fleet of vehicles.
- 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 three (03) days 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

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.

- 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 ₹ 300.- per RFID Tag for the first fifty (50) tags. For any additional requirement or replacement of a damaged RFID Tag, a charge of ₹ 500/- per tag shall be applicable.
- 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.
- The weighment of imported coal transportation Tippers/Dumpers shall be carried out at GIPCL weighbridges between 06:00 AM and 10:00 PM. 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.

- The concerned Tipper/Dumper Drivers/Operators shall strictly adhere to GIPCL Standard Operating Procedures (SOP) with respect to imported coal supply through Tippers/Dumpers.
- 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.
- 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.
- 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.
- 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.

2) PROCEDURE FOR OFFER SUBMISSION: -

You shall submit your offer in two parts bid as follows: -

Part-I: Pre-qualification /Technical /Un price commercial Bid: -

This bid shall consist of following:

- i. Tender fee, EMD , documents related to Pre-qualification as mentioned at Section-A to be given in separate sealed envelope duly super scribed " Tender Fee, EMD, Pre-Qualification document"
- ii. Confirmation & acceptance of Description of work indicated at Section-B.
- iii. Confirmation & acceptance to all commercial terms and conditions indicated at Section-C.
- iv. Deviation sheet Section-D, indicating deviation, if any, should be submitted duly signed & stamped by the authorized signatory. Right to acceptance of deviation (partly/Fully) lies with GIPCL.
- v. Un-priced copy of Price Bid duly signed and stamped as per Section –E.
- vi. Format of Bank Guarantee for EMD as per Section-F
- vii. Format for performance bank guarantee as per Section-G
- viii. A copy of bid document duly signed and stamped on each page as mark of acceptance of the bid terms and condition.

The bidder shall confirm the list of documents as per format given at Annexure-H.

Part-II:Price Bid:

The price bid to be submitted only against e-tender through (n) Procure, Ahmedabad.
Physical bid shall not be considered/entertained. Submission if priced bid in physical form will result in disqualification of the bidder

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

1. The rates should be as per format only.

2. Conditional price shall not be considered for evaluation.
3. The evaluation of rates shall be done based on the total of Annexure-E and lowest bid/price shall be derived accordingly.

EMD, Tender fee and all technical bid as part-I (above) to be submitted on or before the date of closing of tender up to 17.30 hrs. EMD and Tender fee to be submitted to:

General Manager (M&C)
Gujarat Industries Power Co. Ltd.
P.O. Ranoli
Dist.: Vadodara- 391350
Gujarat – India

3) LANGUAGE OF BID

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

4) MODIFICATION AND WITHDRAWAL OF BIDS

- a. The Bidder may modify or withdraw the bid prior to the deadline prescribed for submission of bids.
- b. No Bid shall be modified subsequent to the deadline for submission of Bids.
- c. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.
- d. GIPCL shall be constrained to forfeit EMD, in case a Bidder decides to withdraw the bid after the due date.

5) POLICY FOR BIDS UNDER CONSIDERATION

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

6) AWARD OF CONTRACT

It shall not be binding upon GIPCL to accept the lowest or any Bid. It shall not be obligatory on the part of GIPCL to furnish any information or explanation for the cause of rejection of a Bid or part of the Bid. GIPCL also reserves the right to split-up the tender, as it deems fit amongst Successful Bidders.

GIPCL shall issue a Letter of Intent (LOI) to the Successful Bidder(s). Subsequently, GIPCL shall issue detailed order to the successful bidder(s). On submission of Performance Guarantee as per format of GIPCL as per Clause 23 which shall be submitted within 15 (Fifteen) days from the date of LOI. Failure of the successful bidder to complete the requirement of

submission of Security-cum-Performance-Bank-Guarantee (SPBG) shall constitute a sufficient ground for annulment of the award of contract and forfeiture of the Earnest Money Deposit. The EMD of the successful bidder will be returned only after furnishing of Security Deposit-cum- Performance Bank Guarantee and acceptance of order.

7) ASSIGNMENT AND SUB-LETTING

The Contractor shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency without prior approval of GIPCL.

8) RIGHT OF REJECTION OF TENDERS

- a. GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- b. Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.**
- c. GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

9) Weighment:-

The weighment done at GIPCL weighbridge shall be final & binding to supplier. Weighment tolerance 0.20% of total received quantity during the fortnight shall be allowed.

If any shortages found more than above tolerance then shortage should be counted as difference between the Actual weight done less permitted tolerance. This will be calculated & consider on fortnightly basis.

For every vehicle if the actual receipt quantity as per weighment at GIPCL weighbridge is higher than challan quantity then challan quantity shall be considered and if the actual receipt quantity as per weighment at GIPCL weighbridge is lower than challan quantity then receipt quantity as per weighment at GIPCL weighbridge shall be consider.

No deviation in this clause shall be entertained. Non-confirmation/ Non-acceptance of this clause may lead to disqualification of bid for further process at the desecration of GIPCL.

10) Contract Quantity & Time Schedule:

Maximum Total Quantity	2,50,000 MT
Month wise Supply	As per tentative schedule indicated below

Tentative Supply Schedule:

Month wise	Quantity (In Te)	Remarks
April-2026	45000	
May-2026	50000	
June-2026	45000	Up to 15.06.2026
October-2026	30000	From 15.10.2026
November-2026	30000	
December-2026	25000	
January-2026	15000	
February-2026	10000	
TOTAL	2,50,000	

Above mentioned schedule is tentative. Actual schedule shall be considered from date of placement of work order.

Further, the total order quantity variation may be +/-10%

Timely supply of the material at site is the essence of the tender.

If Quantity is not completed within stipulated time, GIPCL reserve the right to extend the contract period.

Successful bidder has to supply Imported Coal as per tentative schedule as above unless until instructed by GIPCL for reduction/revision of quantity. The revised schedule, if any, shall be intimated by GIPCL in writing before one week's time.

The imported coal shall be supplied by supplier throughout the month. The quantity of imported coal, supplied by supplier on daily basis shall be nearly equal to monthly quantity of imported coal (Te)/ No. of days in that month however GIPCL shall have sole discretion to vary the quantity of Imported Coal supplied on daily basis

The Supply quantities of Imported Coal are only indicative/ estimated and same shall solely depend on actual requirement of the power plant.

GIPCL shall have sole discretion to vary the quantity of Imported Coal based on the requirement of the power plant for generation of electricity from time to time.

The Bidder / supplier shall agreed and understand the requirement of Imported Coal by Power Plant and it may vary from time to time, to which the Bidders/supplier shall not have any objection. Accordingly, the supplier shall not be entitled to any compensation or indemnity on account of variation in the quantity of Imported Coal.

11)Right of the owner :

GIPCL reserve the rights to reduce 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 accrue in such cases on GIPCL.

12) VALIDITY OF OFFER:-

Your offer shall remain valid for 180 days from the due date of tender.

13) PRICE BASIS, CURRENCIES, PAYMENT, AND OTHER SPECIFICATIONS

13.1 The Bidder is to note that the payments shall be made by GIPCL under the Contract in Indian Rupees only.

13.2 The Bidders shall quote the landed price including transportation of Imported Coal up to SLPP site as per the price schedules at Section-E of the Tender Document.

13.3 The FOB Price and Ocean freight Price in USD by Bidders shall be converted to Indian Rupees using RBI Reference Rate on Base Date for Foreign Exchange.

13.4 The Bidders shall quote its lowest FOR landed price (FOB Price in USD, Ocean freight in USD, Marine Insurance, stevedoring charges, Inland Handling Charges and duty if any in INR of Imported Coal at the SLPP-GIPCL as per the index-based price schedule specified in the Tender Document in the Price Bid Format of the Online Bid.

a. **The FOB Price shall be Variable as below**

(i) As per Argus: Indonesian Coal index (ICI-3) for 5000 Kcal/Kg.

b. **Ocean Freight shall be variable as below**

Ocean Freight shall be computed as: 70% of quoted Ocean freight shall be fixed for the entire duration of contract while balance 30% of the quoted Ocean freight shall vary with Singapore Regional Bunker Prices VLSFO index as per CLARKSON Research.

c. **Balance all price components of price schedule (section -E) shall remain firm throughout the contract period.**

13.5 Bidders shall be responsible for obtaining from the concerned governmental authorities all necessary and applicable statutory clearances/ approvals/ licenses required for supply of Imported Coal on FOR basis and inland handling and transportation of Imported Coal in bulk from the Dahej or any other Discharge Port to SLPP-GIPCL plant.

- 13.6 FOR Site Price: Bidder shall quote its FOR Price in INR (Price Break Up for Basic Coal Price, transportation up to SLPP-GIPCL (GST will be extra as actual)
- 13.7 ***Base date for foreign exchange:*** Bidder shall quote its FOB Prices and Ocean Freight considering the Base Date for Foreign Exchange as per “SBI TT selling of the last day of the month preceding to the bid due date to be referred for conversion of FOB price. In case of holiday on last day of the month, TT selling rate of previous working day to be considered.” which will also be applicable for the price bid evaluation purposes.
- 13.8 Base month for indexation to submit bid: Bidder is requested to consider base indexation of last week of preceding month of bid due date for submission of FOB Price. Price quoted based on this index will only be considered for evaluation.
- 13.9 The Price Should be Quoted considering Ports facilities to handle the materials and are to include all charges/cost but not limited to, levies, wharfage, shunting, trimming, tallying, royalties, taxes, permits, licenses, customs duties, other charges and cost of production or preservation of the materials, Dock and Harbor dues; port rates, export taxes or other fees or charges, if any, levied because of exportation from the country of origin. Any changes in royalties, taxes, permits, licenses and customs duties and charges in the country of origin or in any country other than India where any such amounts may be payable by the Seller will be borne by the Seller. The price shall be inclusive of all charges/costs of Load Port, freight for carriage of imported Coal from Load Port to any Discharge Port insurance coverage up to unloading of coal at SLPP stockyard.
- 13.10 The Bidder shall quote their minimum charges for inland handling in Rs./MT for total scope of work of the Seller, for the discharge ports, in the break-up specified in Price Bid Format. The quoted charges shall be inclusive of all the costs, taxes, duties and levies except GST. No extra charges are payable over the accepted rates. Inland Handling charges shall include all Port charges applicable for Cargo handling viz. wharfage, plot rent, etc. at unloading port.
- 13.11 Any Charges applicable at the time of submission of Bid is considered to be covered under quoted rate. GIPCL will not pay any other charges other than the quoted in the final bid except any new statutory payment applicable during the contract period by Gol.

13.12 Bidder is required to furnish ultimate analysis and ash analysis of the Imported Coal in the Technical Bid. Also, the typical granulometry of the offered coal shall be provided by the Bidder in the Technical Bid

13.13 **Reference Exchange Rate** for any shipment Exchange rate shall be as per GIPCL banker reference which is SBI TT selling of the last day of the month preceding to schedule delivery month to be referred for conversion of FOB price. In case of holiday on last day of the month, TT selling rate of previous working day to be considered.

14) EVALUATION OF BIDS AND SELECTION OF BIDDER:

14.1 FOR Index Based Landed Prices: For the SLPP-GIPCL plant offered FOR Index Based Landed Prices (inclusive of all taxes and duties), will be evaluated for the Imported Coal as specified in this Tender Document Section B. For evaluation of FOR Prices.

14.2 GIPCL reserves the right to cancel/reschedule/extend the Reverse Auction process / tender at any time, before ordering, without assigning any reason.

15) Price

15.1 The Bidder shall quote its lowest FOR Landed Price, Basic Coal Price, Ocean freight, marine insurance, custom duty if any, port handling charges, Transportation Charges, Compensation Cess, and GST extra as actual in INR (specified in the Tender Document), in the Price Bid Format for Index based price schedule. **Except FOB price, Ocean freight and foreign exchange rate which may change where as other price components shall remain fixed until completion of ordered qty.**

Cap/ Ceiling: If the delivery period is extended beyond the scheduled Term due to reasons attributable to Seller, FOR Site Price in Rs./Mt shall remain as per index price based, however in case Seller is unable to supply such quantity, Purchaser reserve the right to procure coal from alternate source and debit the differential cost to Seller towards risk purchase implication.

15.2 The Seller shall submit due details as per Section-K at the beginning of the supply month for the applicable FOR-Site Price for the particular schedule delivery month which is verifiable by the Purchaser

16) PRICING METHODOLOGY FOR COAL TO BE SUPPLIED DURING CONTRACT PERIOD

Since FOB price is variable, following variable pricing methodology/mechanism shall be adopted/considered after award of contract.

A = FOB Price (USD/Mt) to be derived as under

FOB (A) Price Component shall be variable and shall be calculated as below:

For coal to be supplied: The FOB prices shall be average of last 4 Argus indices published (Argus ICI 3 (5000 GAR)) prior to 1st day of Schedule delivery Month (e.g. April).

Example for understanding:

Date	5000 GAR
06.02.2026	72.87 USD
13.02.2026	75.70 USD
20.02.2026	78.50 USD
27.02.2026	70.10 USD
Average -A1	74.29 USD

The above component of FOB Price (A) will be worked out for the payment purpose for the actual delivery schedule month as per the following formula:

FOB Price = A = A1-A2

Where:

A : FOB Price for payment calculated from the above formula for the delivery of a particular month

A1: Current Index value calculated based on average of last 4 weekly Argus indices published for “**Indonesian Coal index (ICI-3) for 5000 Kcal/Kg**” for the preceding month of the scheduled delivery month

A2: The discount/premium discovered in FOB component in terms of absolute value as per price bid. **A2 component shall remain constant for the entire duration of the Contract.**

For the purpose of payment for imported coal of , FOB price as per “Indonesian Coal index (ICI-3) for 5000 Kcal/Kg shall be payable. The example is also shown above for understanding.

Ocean freight B: Bidder has to quote Ocean Freight in to price bid and it would be bifurcated into fixed and variable component in the ratio of 70:30 respectively. Ocean Freight shall be computed as: 70% of quoted Ocean freight shall be fixed for the entire duration of contract while balance 30% of the quoted Ocean freight shall vary with Singapore Regional Bunker Prices VLSFO index as per CLARKSON Research. The variable component of 30% of quoted rate shall be calculated for payment purpose after award of the contract, which is given below.

Ocean freight B = Ba + Bb

Where,

Ba= 70% of **Ocean Freight** component quoted in the Tender and shall be fixed throughout the contract period.

Bb= 30% of quoted ocean freight shall be variable. The variable Component (Bb) of Ocean Freight B will be worked out for the payment purpose for the shipment in schedule delivery month as per the following formula:

$$Bb = \frac{B2 \times B3}{B1}$$

Where:

B1: **Base Index** will be calculated considering last Friday Singapore Regional Bunker Prices VLSFO index as per CLARKSON Research of the preceding month of Bid due date (bid closing date).

B2: **Current Index** will be considered average of last four weekly (to consider Friday indices of each week) indices as per Singapore Regional Bunker Prices VLSFO index as per CLARKSON Research publication corresponding to preceding month of schedule delivery month. In case of holiday on Friday, Indices of previous working day to be considered

B3: 30% of **Ocean Freight** quoted in the Tender.

16.1 The Seller shall provide the calculation sheet, as per Section-K, for the FOR Price applicable for the particular shipment during the schedule month which is verifiable by the Purchaser.

16.2 The “**Reference Exchange Rate**” as defined under clause 13.13 shall be considered final for FOB payment.

17) Statutory compliance: -

All the vehicles placed for transportation of Imported Coal should comply all the statutory requirements from the appropriate authorities. You shall load vehicle as per the RTO guidelines and overloading shall not be allowed.

18) TERMS OF PAYMENT:-

- i) You shall submit bill along with all document for supply of Imported Coal on every fortnight and payment shall be released within 15 days from the date of receipt of material there after i.e. for supply of Imported Coal from 1st to 15th (1st fortnight) of any month, your bill shall reach latest by 20th of the month and payment shall be released by 1st of the next month and same way for second fortnight.
- ii) Outstanding amount, if any, against deduction/verification shall not attract any interest.
- iii) Disputed amount, if with held, shall be released only after completion of total contract and supply on resolution of the particular dispute to an amicable and agreeable solution.
- iv) 90% payment shall be released within 15 days from the date of GRN for every fortnightly supply by GIPCL. Balance retention amount of 10% shall be released within 30days

from the date of respective supply subject to verification of qualitative parameters by IIA for respective period in line with technical specification. However, in the event of non-verification of parameter by IIA inline with technical specification for a respective period, amount shall be release at the end of contract after joint reconciliation as mentioned below.

For a last supply as per contractual delivery, 100% payment of invoice and any other retention of previous period shall be released within 15 days from the date of GRN and subject to joint reconciliation certification of quality and quantity received at GIPCL during contract period by IIA (Independent Inspection Agency) and GIPCL on weighted average basis of coal after completion of supply of the entire contract quantity pertaining to work order.

- v) In case, Vendor/Supplier require payment earlier than stipulated time limit, then GIPCL may levy early payment charges at prevailing standard lending rate of SBI (SLR) + 2% for remaining period of agreed credit time limit. This will not be applicable for any retention charges as per contractual condition. However acceptance of early payment request of vendor shall be at sole discretion of GIPCL.

19)Quality Control of Imported Coal

- I.The supplier shall deliver the coal only if specification of the coal delivered is meeting with parameters as specified in section B.
- II.The Seller shall take all reasonable steps to ensure that the Imported Coal supplied to GIPCL at the SLPP shall be free from stones, metal and any kind of impurities. The Seller shall adopt prudent industrial practices to avoid a mixture of foreign materials like stones and metallic objects and any kind of foreign material extraneous to Coal and not delivered with the Coal. In case stones, shale or metallic items or any kind of impurities is observed in the supplied coal then GIPCL will not accept the delivered coal having impurities as specified above.
- III.In addition to the compliance of Quality parameters (Moisture %), the Imported Coal supplied by Seller shall be dry. Wet Imported Coal shall not be accepted.
- IV.It shall be responsibility of seller to cover the imported coal by tarpaulin or by any other means (during storage as well as transportation of Imported Coal at SLPP) during rainy season or otherwise if required so that dry coal can be supplied at SLPP. However, it should be noted that during the period from June to September (during monsoon), no imported coal shall be supplied by Seller.

20)Price Adjustment & Penalty

The Independent Inspection Agency (IIA) shall be appointed by GIPCL for quality testing at Plant (SLPP). The quality of Imported Coal shall be determined by drawing Imported Coal samples at/ near the Delivery Points. The representative sample will be divided in to two Parts. First Part of the sample shall be tested by IIA and the results furnished shall be final and binding on both the parties. The Second part of the above said sample shall be packed and sealed and analyzed only in case of any dispute. The Seller will depute his representative for collection and analysis of the sample.

Adjustment of quality and quantity shall have to be done on weighted Average basis for total coal supplied at plant. The methodology for sampling and testing of the coal received at Plant by IIA shall be as per mentioned method on page no 28 i.e. The sampling shall be done as per BIS (Bureau of Indian Standard). The preparation of samples and testing/ analysis of

Coal samples shall be carried out strictly in accordance with Applicable Standard and Procedures laid down in BIS-436 (Part-I), (Part-II) & (Part-III). Further, Moisture and Ash shall be determined as per the relevant clauses of BIS Specification No. IS: 1350 (Part I) 1984. Determination of Gross Calorific Value shall be carried out in accordance with procedure laid down in BIS-1350 (Part II) 1970 or any subsequent revision thereof.

If the guaranteed parameters specified in the offer are lower with actual receipt of coal at SLPP then, price adjustment shall be as follows:

- 20.1** If the weighted average value (weighted average value of GCV of coal shall be computed on fortnightly basis) of GCV (ARB) of coal received at SLPP is less than GCV (ARB) of the guaranteed point value, then the penalty would be computed as follows:

$$\text{Penalty (Rs./Mt)} = 1.5 \times \text{EPSP} \times \frac{(\text{Guaranteed GCV (ARB)} - \text{GCV (ARB) at SLPP})}{\text{Guaranteed GCV (ARB)}}$$

Where, EPSP (Rs./Mt)= Ex-power station price i.e. landed cost

- 20.2** If the weighted average value of Ash Content (ADB) as per SLPP analysis (SLPP AC) gives value higher than guaranteed point value, then penalty would be as follows:

$$\text{Penalty (Rs./Mt)} = 1.5 \times (\text{EPSP}/100) \times (\text{SLPP AC} - \text{Guaranteed AC})$$

- 20.3** If the weighted average value of the total Sulphur (ADB) as per SLPP analysis (SLPP SC) gives value higher than guaranteed point value, then penalty would be as follows:

$$\text{Penalty (Rs./Mt)} = \text{Rs.}1.5 \times (\text{EPSP}/10) \times (\text{SLPP SC} - \text{Guaranteed SC})$$

- 20.4** If the weighted average value of the total Moisture (ARB) in SLPP analysis (SLPP TM) is higher than guaranteed point Total Moisture (ARB) then the penalty shall be computed as follows:

$$\text{Penalty (Rs./Mt)} = 1.5 \times (\text{EPSP}/100) \times (\text{SLPP TM} - \text{Guaranteed TM})$$

- 20.5** If the quantity of Stones, Shells, Extraneous materials, etc. received and measured at SLPP as per the report of the third party agency then the penalty shall be applicable as under:

$$\text{Penalty (Rs./Mt)} = \text{Rs.}1.5 \times \text{EPSP} \times (\text{Quantity of Stones, Shells, Extraneous Materials received at SLPP})$$

21) SAMPLING & QUALITY ANALYSIS AND WEIGHMENT

Sampling, analysis and weighment shall be undertaken at the SLPP site in accordance with the contract.

22) DEDUCTIONS / RECOVERY/PANALTY/LD :

The Liquidated damages will be leviable after end of every Monthly on the shortfall in the quantity of delivered imported Coal to be specified in respect of that particular Month, at the following rates. For LD the tentative schedule for transportation on monthly basis at clause no 11 shall be considered.

Shortfall in the delivered Imported Coal quantity	Rate for Liquidated damages for shortfall quantity
Shortfall of the prescribed quantity in Monthly is more than 2% of monthly schedule	Rs 1000/- per MT shall be applicable for total shortage quantity of monthly supply.

Also any cost, charges or expenses which GIPCL may have paid for which, under the contract, you are liable, will be claimed by GIPCL. All such claims shall be debited/recovered from your bill/amount due.

23) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at 5% of the "Total Contract Price" From any Schedule Public Sector Bank or Schedule Private Sector Bank (except Yes Bank) in the format attached and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Balance 5% will be retained from each supply bill in proportion to supply quantity. Contract security deposit shall be submitted strictly within Fifteen days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of One months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

The Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period.

24) RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the supplier fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.

25) DEDUCTIONS FROM CONTRACT PRICE

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the supplier is liable, shall be recovered by the GIPCL. The supplier shall pay all such claims within 15 days of claim failing which the same shall be deducted from the bills of Supplier.

26) Splitting of contract

GIPCL reserves full right to split the contract at its sole discretion and that maximum and minimum quantity per month for each supplier / party will be decided and indicated / intimated to each supplier / party as and when so required.

27) Transit risk & Insurance:

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 Imported Coal would be fastened on the contractor.

28) Precaution

You shall ensure that all the vehicles are properly covered with tarpaulin after loading of Imported Coal to avoid dusting and rain water during road travel.

29) 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 Arbitration Act, 1996 as Amended or any statutory modification thereto or re-enactment thereof in force from time to time. The venue of such arbitration shall be Vadodara, Gujarat state only.

30) JURISDICTIONS:

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.

31) TERMINATION OF CONTRACT BY GIPCL

Supplier shall be responsible to complete the jobs within agreed time schedule and in case supplier fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

In case if supplier's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (OHSAS policy of GIPCL) etc then GIPCL has right to terminate the contract at any time by giving you 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of supplier .

GIPCL reserves the right to may terminate the contract after due recoveries if any of the following events occur –

- (a) Contractor is adjudged as insolvent.
- (b) Contractor has abandoned the contract.
- (c) Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- (d) Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the supplier.
- (e) Any major deviations from contractual terms and conditions.
- (f) GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

32)FAILURE & TERMINATION

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

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

33)SETTLEMENT OF DISPUTES

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

34)EMPLOYEE'S COMPENSATION INSURANCE

Supplier shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The E. C. Policy should be

obtained from Baroda/Surat Jurisdiction (As per Work Location) and shall be assigned to GIPCL. EC policy should cover the specified contract period.

Supplier shall also obtain additional off-duty coverage insurance policy for all his workers.

35) ACCIDENT TO WORKMEN

Supplier shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the work and contractor shall fully abide by the statutory requirements of the employee's compensation act. GIPCL shall not be liable for any compensation due to accident, death or injury to any of supplier's workmen or any third party due to negligence, act or omission on your part.

36) 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.

37) INDEMNITY

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.

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 GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

38) GOVERNING LAW AND JURISDICTION

This tender document and contract shall be governed by the laws of India and the Courts at Baroda/Surat shall have jurisdiction regarding the same.

39) Reverse Auction:

GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.

Lowest 50% out of total eligible Bidders (rounded to the next higher whole number) **or Minimum three (03) eligible bidders**, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.

Decremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (**Lowest Per tonne Remuneration in Rs/tonne**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Per tonne Remuneration in Rs/tonne of Supply, & Transportation of imported coal through hydraulic dumper and the bidders have to reduce their Per tonne Remuneration in Rs/tonne **in decrement of value as decided before start of e-Reverse Auction.**

Since FOB price & Ocean freight is variable (linked with index), resultant effect of reduction in Rs. Per MT during e-reverse auction shall be in fixed component defined at sr. no N of price bid.

After e-Reverse Auction process, L1 bidder shall be decided on lowest Per tonne offer in Rs/tonne of Supply & Transportation of imported coal through hydraulic dumper.

To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.

In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317,

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.

Method of Coal Sampling at SLPP for Road Delivery

Step	Procedure (As per BIS (Bureau of Indian Standard))
1.	The coal shall be delivered to SLPP to meet the delivery requirement of about 1000 Mt per day.
2.	<p>Samples shall be collected from the dumpers received at TPS. The sampling rate would be the randomly selected one dumper out of every five successive dumpers received at TPS. Five samples each of 1 kg would be collected.</p> <div style="display: flex; align-items: center; margin-left: 40px;">  </div>
3.	<p>No. of samples per day = Total dumpers received per day / 5</p> <p>Total Sample Quantity = 5 Kg. per sample x No. of samples per day.</p>
4.	Crush to 4.75 mm by jaw crusher (medium capacity) mixing, conning, end quartering repeatedly up to 4 Kg. - sample (95% sample shall pass through 4.75 mm)
5.	Crush to 2.36 mm by jaw crusher (medium capacity) mixing, conning, end quartering repeatedly up to 1 Kg. - sample (95% sample shall pass through 2.36 mm)
6.	Crush the 1 Kg. – sample to 212 micron by micro pulverizer. 100% sample shall be passed through 212 micron. Thoroughly mixed by mechanical mean.
7.	Such 1 Kg. – samples of 212-micron size, prepared on 7 successive days to be mixed at the end of the 7 th day.
8.	Draw 1 Kg. – sample by mixing, conning and quartering.
9.	Divide this 1 Kg. – Sample in three parts; One for analysis and other two for referee in case required.
10.	Samples to be drawn and prepared on daily basis. Moisture analysis shall be carried out daily. Analysis of samples for other parameters shall be carried out once in every week as stated above. Analysis shall be carried out and weighted average of all the analysis results shall be considered for penalty(as mentioned in

	clause no 20 of Section-C of tender) and price adjustments as per the tender specification.
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Section –D

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.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

MOBILE NO:

COMPANY

DATE

SECTION-E PRICE BID

Price Bid: Price bid Format (This shall form the part of Price bid)

i) For Supply of Coal 5000 GAR on FOR Basis on Index price based Tender Qty 2,50,000 MT

S. No.	Particulars for Price Break-up	SLPP-GIPCL
A	FOB Index value: Bidder is requested to consider base indexation of Argus indices published for Indonesian Coal Index (ICI-3) for 5000 Kcal/KG of last week of preceding month of bid due date for submission of FOB Price. Price quoted based on this index will only be considered for evaluation.	USD/MT
B1	Discount (-) on FOB Index value (USD)	USD/MT
B2	Premium (+) on FOB Index Value (USD)	USD/MT
C	Net Basic FOB Price of Coal after considering discount (USD) (C=A-B1+B2)	USD/MT
D	SBI TT Selling Rate on 27 th of Feb 2026 (INR)	INR
E	FOB Basic Price of Coal in INR (E=C x D)	Rs./MT
F	Ocean Freight in USD	USD/MT
H	Ocean Freight in INR (H=Fx D)	Rs./MT
I	Variable price in INR (I=E+H)	Rs./MT
J	Marine Insurance in Rs.	Rs./MT
K	Inland Handling Charges including port operations of stevedoring, handling and forwarding of coal including vessel unloading, handling and discharges at discharge port, truck loading in INR	Rs./MT
L	In Land Transportation Charges upto SLPP-GIPCL in INR	Rs./MT
M	Other Cost / Finance Cost / Contingency / Penalty / Overheads / Profit in INR	Rs./MT
N	Fixed Component Price of Coal for GIPCL in INR (N=J+K+L+M)	Rs./MT
O	Basic Price of Coal for GIPCL in INR (O=I+N)	Rs./MT
P	GST extra on Basic Coal price for GIPCL in %	
Q	Price of Coal including GST	

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

SECTION-F

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____

Date :

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

...2....

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
9. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

..... Bank
Corporate Seal of the Bank By
its constitutional Attorney

Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

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

Section-G

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

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

B.G. No. _____

Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. _____/ has placed a purchase order on Ms. _____(hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for _____on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No. _____date _____and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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

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

-2-

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

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.

6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

8. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

9. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....
Corporate Seal of the Bank

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

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

Pl find the bank details of BANK GUARANTEE AS UNDER:

. **The details of the bank are:**

- o **Bank : Central Bank of India ,
Address: Central Bank of India, Mid Corporate Branch, Peridot
Complex, Nr. Urmi Char Rasta, Akota, Baroda 390020
IFSC code: CBIN 0283875
Beneficiary : Gujarat Industries Power Company Ltd.**
- o **Contact person at Central bank is:
Shri Hariharan,AGM
E-mail: agmbaro3875@centralbank.co.in**

Section-H

PRE QUALIFICATION AND TECHNICAL SPECIFICATION

TENDER NO: - GIPCL/MATL/IMPORTED COAL-5000GCV/2026-27

Sr No	Particulars	Submitted Yes/No
1.	Tender fee, EMD , documents related to Pre-qualification as mentioned at Section- A	
2	Confirmation & acceptance of detail description of work indicated at Section-B.	
3	Confirmation & acceptance to all commercial terms and conditions indicated at Section-C.	
4	Deviation sheet Annexure-D, indicating deviation, if any, should be submitted duly signed & stamped by the authorized signatory	
5	Un-priced copy of Price Bid duly signed and stamped as per Section –E	
6	Format of Bank Guarantee for EMD as per Section-F	
7	A copy of bid document duly signed and stamped on each page as mark of acceptance of the bid terms and condition	
8	Technical Analysis report for offered Imported Coal	

SECTION- I

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/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 EMD/SD, Advance for Ash, DM water etc.”
(The link is visible as horizontal highlighted below Tenders - News & Update Section.)
3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “ Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

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

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

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

Section-J

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Section-K
CERTIFICATE FOR INDEX BASED PRICE WORKING Coal 5000 GAR

(i) Delivery Schedule Month:

FOB Price for Import Coal Supplied from Indonesia.			
Working of FOB Price as per "Argus*: Indonesian Coal index (ICI-3) for 5000 Kcal/Kg"			5000 KCAL/KG
	A1. Current Index value calculated based on monthly average of weekly indices published for "Indonesian Coal index (ICI-3) for 5000 KCAL/KG" of the preceding month of schedule supply month.	USD/Mt	
	A2. The discount/premium as per price bid	USD/Mt	
A	FOB Price = A = A1 +/- A2	USD/Mt	
B	*Exchange Rate based on SBI TT selling rate Reference on last day of the month preceding to supply month	RS/USD	
C	FOB Price * SBI TT selling rate Reference on last Friday preceding to delivered month= (C=A x B)	INR/MT	
D	Ocean freight in USD D=(Da+Db)	USD/MT	
	Da= 70% of Ocean Freight component accepted in the Tender and shall be fixed throughout the contract period.	USD/MT	
	Db= 30% of Ocean freight component accepted in the tender and shall be variable as per Singapore regional bunker VLSFO index as per CLARKSON research publication calculated as below	USD/MT	
	D1 = Base Index price will be calculated considering last Friday Singapore Regional Bunker Prices VLSFO index as per CLARKSON Research of the preceding month of Bid due date (bid closing date).		
	D2= Current Index price will be considered average of last four weekly (to consider Friday indices of each week) indices as per Singapore Regional Bunker Prices VLSFO index as per CLARKSON Research publication corresponding to preceding month of schedule delivery month. In case of holiday on Friday , Indices of previous working day to be considered		
	D3 = 30% of Ocean Freight accepted in the tender		
	Ocean Freight Db = (D2xD3)/D1		
E	Ocean freight in INR E = DxB	INR/MT	
F	Marine Insurance	INR/MT	
G	Inland Handling Charges including port operations of stevedoring, handling and forwarding of coal including vessel unloading, handling and discharges at discharge port, truck loading in INR	INR/MT	
H	In Land Transportation Charges up to SLPP-GIPCL in INR	INR/MT	
I	Other Cost / Finance Cost / Contingency / Penalty / Overheads / Profit in INR	INR/MT	
J	Basic Price of Coal for GIPCL (J=C+E+F+G+H+I)	INR/MT	
K	Compensation Cess (K=Rs.400/-)	INR/MT	
L	For Landed Price at GIPCL Total (L=J+K)	INR/MT	
M	GST extra on Basic Coal price for GIPCL– present rate 5% (M)	INR/MT	
N	For Price with GST N= L+M	INR/MT	

This is also to certify that the Indices Values for the preceding month to derive the applicable FOB Price and raising FOR Invoice are correct to the best of our knowledge and verified as per the certified copies of the respective publications (enclosed).