

GUJARAT STATE ELECTRICITY CORPORATION LIMITED

**Bidding Document And
Technical Specification**

For

Supply of Non-Coking Steam (Thermal) Imported Coal

To

Gujarat State Electricity Corporation Ltd.

On

Highseas Sales Basis

Tender Specification No.: GSECL/FUEL/IMP COAL/PT-12/CIF

Tender Fee: Rs. 15,000/-

Prepared By:

**Fuel Department, GSECL, Corporate Office,
Vidyut Bhavan, Race Course, Vadodara: 390 007**

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SECTION – I: INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS:

- 1.1.1 The Gujarat State Electricity Corporation Ltd. (GSECL), Vadodara, India invites “On-Line Tenders” (through e-tendering), from the eligible bidders for **Supply of total 10.00 lakh Mt of Non-Coking Steam (Thermal) Imported Coal in Bulk to GSECL on CIF (Cost, Insurance & Freight)/ HSS (Highseas Sales) Basis of Type-1 (GCV (AR) 5800 Kcal/Kg) for its use at Gandhinagar, Wanakbori & Ukai Thermal Power Stations of GSECL** on the terms and conditions specified in this tender specification.
- 1.1.2 Important Notice: The Bidder to note that the tender is for Indian Rupee payment only and Bidder will quote CIF Prices for Type-1 Coal for all the Discharge Port(s) mentioned in the tender, as per the Price Schedule specified in the Tender. The bidder should obtain all necessary and related statutory clearances applicable for supply of imported coal on CIF/HSS basis from the concerned Authorities. Bidder shall offer Type-1 Coal having specifications and ranges as specified in Section-III. **The Bidder should offer the prices considering the Guaranteed Point Values of Parameters of Coal as specified under clause no. 3.2 of Section-III. The offers having coal inferior to the acceptable range mentioned above will be rejected.** The typical coal from single mine shall be offered. Blended coal shall not be offered. Bidder shall furnish ultimate analysis & ash analysis of coal. Typical granulometry of the offered coal will also be provided.
- 1.1.3 The Notice Inviting Tenders (NIT) is placed on the Websites on 1st August-2012 .
- 1.1.4 The bidders shall quote their FOB and Ocean Freight Base Prices considering the Base date of **Bid closing date**, which will also be applicable for the RBI Reference Exchange Rate of the Base Date for the Evaluation purpose.
- 1.1.5 Bidder shall submit their offer through “On-Line Tender” and in physical form named as “Physical Tender” as per the system of making bids and its submission prescribed in clause no. 1.2 below. **It is mandatory for the Bidder to submit the offer in both modes i.e. “On-Line Tender” and “Physical Tender”. In case of non-receipt of “On-Line Tender” and “Physical Tender” in time, their bid shall be ignored.**
- 1.1.6 The “Physical Tender” should reach at the office of Chief Engineer (Fuel), GSECL, Vidyut Bhavan, Race Course, Vadodara: 390 007, Gujarat, India on or before **15:00 hrs. (IST) of 23rd August-2012 (Thursday).**
- 1.1.7 The last date of submission of “On-Line Tender” is on or before **16:00 hrs. (IST) of 23rd August-2012 (Thursday).** After such date and time, “On-Line Tender” will be closed and its submission will not be possible thereafter. No extension shall be granted in any circumstances whatsoever.
- 1.1.8 The “Physical Tender” should be sent by Regd. Post A.D./ Speed Post only. Courier/ Telegraphic/ FAX/ Telex message Bids will not be accepted under any circumstances.

- 1.1.9 The “Physical Tender” received after the hour and the date, so fixed above, will not be considered and no further correspondence will be entertained.
- 1.1.10 The Technical Bids of “Physical Tender” and “On-line Tender” will be opened in the Office of the Chief Engineer (Fuel), GSECL, Vidyut Bhavan, Race Course, Vadodara: 390 007, Gujarat, India at **16:30 hrs. (IST) on 23rd August-2012 (Thursday), (if possible).**
- 1.1.11 Bidder's authorized representatives (up to two persons only) may attend the Bid Opening. The Technical Bids will be opened on the due date and the Price Bids of the qualified bidders will be opened at later date, which will be intimated to the qualified bidders.
- 1.1.12 In case, the date of Bid Opening happens to be a holiday, the bid shall be opened on the next working day.
- 1.1.13 At the time and date notified for opening of the tenders, the Technical Bids will be opened and the bids, which do not contain Demand Draft for Tender Fee and Demand Draft / Bid Guarantee for Earnest Money Deposit of the requisite amounts, will be disqualified and will be rejected outrightly.
- 1.1.14 The Bidder’s Bid and the documents attached thereto shall be considered forming part of the Contract.

1.2 SYSTEM OF MAKING BID AND ITS SUBMISSION:

- 1.2.1 The Tender Specification and Bidding Documents may be downloaded from the Website <https://gsecl.nprocure.com> or <https://www.nprocure.com> (FOR VIEW, DOWNLOAD & ON-LINE SUBMISSION) and GSECL Website www.gsecl.in (FOR VIEW & DOWNLOAD)
- 1.2.2 Bidders shall submit their tenders through e-tendering. The “On-Line Tender” and “Physical Tender” shall be submitted as prescribed below. Bidder should understand the e-tendering procedure thoroughly and then fill up/ submit the bids. No excuse of insufficient knowledge of e-tendering process shall be accepted.
- 1.2.3 **Any deviation/ modification/ discrepancy between the Data/ Details/ Documents of the bids submitted by the Bidder in the “On-Line Tender” and the “Physical Tender” is not allowed and would be liable for rejection.** No further communication in the matter shall be entertained.
- 1.2.4 **“On-Line Submission” of Bids:**
- i) For “On-Line Submission” of bids, the bidder is required to obtain Digital Signature Certificate (meant for e-tendering) from M/s. (n) Code Solution – A Division of GNFC Ltd. and/ or from any other authorized agencies. The bidder, in whose name the Digital Signature Certificate / Registration is obtained, can only fill-up the “On-Line Tender”, as the same is not transferable.
 - ii) The contact details of M/s. (n) Code Solutions are as under:

M/s. (n) Code Solutions A division of GNFC Ltd. 403, GNFC Infotower, Bodakdev, Ahmedabad: 380 054	Toll free: 1800 233 1010 Tel: +91 79 40007501/ 12/ 16/ 17/ 25 Fax: +91 79 40007533 Website: https://gsecl.nprocure.com www.nprocure.com
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- iii) Bidders shall fill-up/ submit “On-Line Tender” in the formats provided in the Bidding Documents. The Bidding Documents form the parts of “Technical Bid” and “Price Bid”. Bidder shall also upload the required documents as prescribed in clause no. 1.2.6 below.
- iv) **Bidders may take out prints of the filled tenders for their record purpose and for the required submission of the “Physical Tender” before the bid is submitted “On-Line”, as it will not be possible to do so after closing of “On-line” tender.**

1.2.5 “Physical Submission” of Bids:

- i) The “Physical Tender” in a sealed envelop, superscripted as "**Physical Tender**", shall contain the required documents as prescribed in clause no. 1.2.6 below.
- a) The bidders shall submit their “Physical Tender” in three envelopes at the same time on or before the notified date and time fixed for the submission of Physical Tender.
- b) The first envelope, superscripted as “**Tender Fee/ EMD**” shall contain the Demand Draft towards Tender Fee and Demand Draft or the unconditional and irrevocable Bid Guarantee towards Earnest Money Deposit (As per Annexure-IV).
- c) Second envelope superscripted as "**Technical Bid**", shall contain the Tender Specification (downloaded from the Website) duly signed and sealed and Annexure-I (Printout from their “On-line Tender”) duly signed and sealed by the bidder along with other Bidding Documents viz. Schedule of Deviation (as per Annexure-II) duly filled in, signed and sealed by the Bidder.
- d) The above two envelopes shall be enclosed in the third envelope, superscripted as “**Physical Tender**”. All the envelopes shall be individually sealed, signed, superscripted and addressed.
- e) At the time and date notified for opening of the tenders, the envelope of “**Tender Fee/ EMD**” will be opened first and then the “**Technical Bid**” envelope will be opened. The Bids which do not contain Demand Draft for the payment of Tender Fee and/or Demand Draft/ Bid Guarantee for the payment of Earnest Money Deposit will be rejected and the “Technical Bid” envelopes of those Bids will not be opened. **If the bidder indicates the prices in the Technical Bid then the bid will be rejected.**
- f) The Bidder's Bid and the documents attached thereto shall be considered as forming part of the Contract Documents.
- g) The sealed envelope of “Physical Tender” containing the Bids, Tender fee, Bid Guarantee etc. must be sent to Chief Engineer (Fuel) at the address given below:

Chief Engineer (Fuel) Gujarat State Electricity Corporation Ltd. Vidyut Bhavan, Race Course, Vadodara: 390 007, Gujarat, India.
Tel # 91-265- 6612341 (Direct), 6612342 Mob.# 919925208878 Fax # 91-265-2355195 (Direct)

This envelope must show on the outside, the name of the Bidder and his address. In addition, the lower left-hand corner of the envelope should indicate the following: “Tender No. **GSECL/FUEL/IMP COAL/PT-12/CIF** Bid for Supply of Non-coking Steam (Thermal) Imported Coal to Gujarat State Electricity Corporation Ltd. on highseas sales basis. Last date for receipt of Physical Bids 15.00 Hrs. on _____ and the Bid Opening date _____.”

- h) Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto.
- i) All information in the bid shall be in English only; Erasures and other changes shall be noted over the initials of the person signing the Bid.

1.2.6 Mode of Submission of the Required Documents:

- i) The tender specification warrants the submission of several documents to ascertain that the bidder meets with the Minimum Qualifying Requirements and other technical and commercial qualification requirements prescribed in the tender specification.
- ii) The bidder shall therefore understand the requirements and submit the documents strictly as prescribed below. Any deviation to this is liable for disqualification of the bids/ bidder.

Tender Reference	Particulars of Documents	On-Line Submission	Physical Submission
Clause no. 1.3.1	Demand Draft towards payment of Tender Fee of Rs. 15,000/-	Scan and Upload	Original DD
Clause no. 1.3.2	Demand Draft /Bank Guarantee of requisite amounts towards EMD	Scan and Upload	Original DD /BG
Clause no. 1.4	Letter of authority from the Company/ Joint Venture/ Consortium in favor of the person, who is authorized to submit the bid.	Scan and Upload	Original
Clause no. 1.5.2	Letter of authority and support for participating in this tender from the miners	Scan and Upload	Original
Clause no. 1.5.3	<p>Details of past experience in import or export to India of Non-coking Steam (thermal) Coal in the last three years (i.e. Financial Year 2009-10, 2010-11 & 2011-12) showing order wise details of quantity delivered, value, together with the name, address and Fax/Tel No. of the Purchasers.</p> <p>Bidder shall have to submit the Bill of Lading copies to evident their experience of average 5 lakh Mt per annum in last three years (aggregate 15 lakh Mt in the last three years).</p>	Scan and Upload	Original

Clause no. 1.5.3	Experience Certificates from the customers for the satisfactory performance	Scan and Upload	1 Copy of each
Clause no. 1.5.4	A copy of the Single Order of minimum Rs. 50 crores executed in the last three years.	Scan and Upload	1 Copy
Clause no. 1.5.6	Copy of audited annual accounts for the last three years, bank credit limits, bank references, of the bidder/ both members of the joint venture/consortium.	Scan and Upload (Optional)	1 Copy of each document
Clause no. 1.5.6	Details of net worth of the bidder as reflected in the balance sheet as on 31.3.2012 of the bidder duly certified by Chartered Accountant or a Solvency Certificate of Rs. 100 crores in their favour	Scan and Upload	Original
Clause no. 1.5.8	Copy of the Agreement or MoU entered into by the joint venture/ consortium partners	Scan and Upload (Not for Single Bidder)	1 Copy
Annexure-I	Bidder's Details and Technical Bid	Bidding Document Annexure-I to be filled up	1 Print Out of the Annexure-I duly signed, sealed along with attachment
Annexure-I	Ash Analysis, Ultimate Analysis and Typical Granulometry of the coal offered	Scan and Upload	1 Copy of each document
Annexure-II	Schedule of Deviations	Bidding Document Annexure-II to be filled up	1 Print Out of the Annexure-II duly signed, sealed.
Annexure-III	Price Bid	Bidding Document Annexure-III to be filled up	<u>NOT TO BE SUBMITTED WITH PHYSICAL BID</u>

1.2.7 All information in the bid shall be in English only; Erasures and other changes shall be noted over the initials of the person signing the Bid.

1.3 TENDER FEE AND BID GUARANTEE/E.M.D.:

1.3.1 The bidder shall pay a non-refundable tender fee of Rs. 15,000/- (Rupees fifteen thousand only) by way of Crossed Demand Draft or Banker's Cheque in the name of Gujarat State Electricity Corporation Ltd., payable at Vadodara.

1.3.2 A Bid Guarantee i.e. unconditional E.M.D. of Rs. 7.50 Crore (Rs. 75 Million) must be submitted along with the offer in either of the following forms (a) or (b):

- a) Total Rs. 7.50 Crore (Rs. 75 Million) by way of Crossed Demand Draft or Banker's Cheques in the name of Gujarat State Electricity Corporation Ltd. payable at Vadodara.

OR

- b) By way of an Acceptable Bank Guarantee from any Nationalized Banks including Public Sector Bank (IDBI Bank Ltd.), Private Sector Banks (AXIS Bank /ICICI Bank/ HDFC Bank), Commercial Bank (Kotak Mahindra Bank/Yes Bank/Indus Ind Bank), Regional Rural Banks of Gujarat (Saurashtra Gramin Bank/ Baroda Gujarat Gramin Bank/ Dena Gujarat Gramin Bank) and Co-operative Banks of Gujarat (Kalupur Commercial Co-op. Bank Ltd./ Rajkot Nagarik Sahakari Bank Ltd./ Ahmedabad Mercantile Co-op. Bank Ltd./The Mehsana Urban Co-Operative Bank Ltd./Nutan Nagarik Sahakari Bank Ltd.) in favour of Gujarat State Electricity Corporation Ltd.. The Bank Guarantee shall be as per the proforma in Annexure-IV.

1.3.3. The validity of the above Bank Guarantee should be as per Bid Guarantee Form for EMD (Annexure-IV) and the same shall be extended as may be required.

1.3.4 Any bid not accompanied by Tender Fee and Bid Guarantee or Demand Draft or Banker's Cheques of the amount specified in clauses 1.3.1 & 1.3.2 or of less than the amounts specified in the above clauses shall be disqualified.

1.3.5 The Contract Agreement unless otherwise agreed to shall be signed by the successful Bidder within 30 days from the date of Detailed Order at the office of the Purchaser on the date and time mutually agreed upon as per the prescribed format [enclosed hereto in Annexure-VI], on submission of Security Deposit-cum-Performance Bank Guarantee as per format of GSECL [Annexure-V] which shall be submitted within 20 days from the date of Detailed Order. Failure of the successful bidder to complete the requirement of submission of Security-cum-Performance-Bank-guarantee 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 signing of the Contract Agreement.

1.3.6 EMD of unsuccessful bidders shall be refunded on finalization of the Tender i.e. acceptance of the Tender of successful Bidder and submission of SD by the successful Bidder. The BG/ EMD will be returned to the respective Bidders on their request along with original money receipt of GSECL towards EMD and advance stamped receipt of the same amount.

1.3.7 No interest will be paid on Bid Guarantee / Earnest Money Deposit.

1.4 SIGNATURE ON BIDS:

1.4.1 The "On-Line Tender" shall be submitted with the Digital Signature Certificate (meant for e-tendering) of the authorized person of the bidder. The "Physical Tender" must contain the name, designation and place of Business of the person with Phone and Fax Nos. of persons making the bid and must be signed and sealed by the Bidder with his usual signature by the same person submitting the "On-line Tender".

1.4.2 A Bid by a Joint Venture or Consortium must be furnished with the full names of both partners and be signed with the partner's name, by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person or persons signing. A letter of authority shall be furnished with Bid.

- 1.4.3 Bids by corporations/companies must be signed with the legal name of the Corporations/Companies by the President, Secretary or any other person or persons authorized to bind the corporation/company in the matter.
- 1.4.4 Each page of the Technical Bid of “Physical Tender” has to be numbered consecutively, signed and sealed.

1.5 BIDDERS’ MINIMUM QUALIFYING REQUIREMENTS:

- 1.5.1 The bidder can be a single bidder bidding on his own or on a joint-venture/consortium basis formed by maximum of two partners. A party cannot submit multiple bids, either as a single bidder or on a joint-venture/consortium basis by forming multiple consortiums with different members. To qualify technically, bidder shall satisfy all the following minimum threshold criteria.
- 1.5.2 The bidder shall have a letter of authority and support for participation in this tender from the miners, from whose mines the offered coal would be procured.
- 1.5.3 Bidder should have minimum experience of either import or export to India of average 5 lakh Mt per annum in last three years (i.e. Financial Years 2009-10, 2010-11 & 2011-12) (aggregate 15 lakh Mt in last three years) of Non-coking Steam (Thermal) coal.

Bidder shall have to submit the Bill of Lading copies to evident their experience of aggregate 15 lakh Mt in the last three years as above.

Details of orders executed, with quantity and value, together with name and address of their customers with Fax No./ Telephone No. are to be attached. Bidders shall also submit experience certificates from their customers for their satisfactory performance in support of their offers.

- 1.5.4 Bidder should have executed a single order of minimum Rs. 50 crores in the last three financial years. A copy of the Purchase Order should be submitted with the Bid.
- 1.5.5 Minimum Tendering Quantity: Bidder must offer minimum 50% of the total Tender Quantity indicated in clause no. 2.1.(b) below and have to accept the delivery schedule as per the requirement of the Purchaser.
- 1.5.6 The bidder must demonstrate sound financial status as defined in this clause to the satisfaction of GSECL. Documentary proof including copy of audited annual accounts for the last 3 years, bank credit limits, bank references, etc. of the bidder, and in the case of joint-venture/consortium bidders, of both members of the joint-venture/consortium shall be attached. The Documentary proof shall include but not limited to:
- a) Audited Financial Accounts
 - b) List of Banks from which references can be obtained with the contact details i.e. Address, Telephone and Fax Nos. Listing of Bankers shall be deemed an authorization by the bidder/ Joint Venture / Consortium Bidder for the Purchaser to request such references and for the bankers to release them to the Purchaser.

- c) The bidder/Joint Venture/ Consortium, in addition to and not as a limitation to the above-mentioned criteria, **have to meet the threshold criteria that, either the annual accounts of the bidder for the last financial year shall reflect positive net worth of Rs. 100 crores as reflected in the Balance Sheet of the Bidder as on 31.3.2012 OR the Bidder should submit a Solvency Certificate of Rs. 100 crores in their favour.**

1.5.7 The above experience or financial criteria can be met on aggregate basis by the consortium bidder.

1.5.8 In the event of the bidder being a joint venture/consortium, the Purchaser requires that both the parties of the joint venture/consortium accept joint and several liabilities for all the obligations under the agreement.

A joint venture/ consortium shall comply with the following requirements:

- a) The bid, and in case of a successful bid, the Contract Agreement shall be signed so as to legally binding on all.
- b) One of the partners shall be authorized to be in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of both the partners.
- c) The partner in charge shall be authorized to incur liabilities and receive instructions on behalf of any one or of both partners of the joint venture/consortium and the entire execution of the contract including payment shall be done exclusive with the partner in charge.
- d) Both partners of the joint venture/consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (1.5.2) above.
- e) A certified copy of the agreement or MOU entered into by the joint venture/ consortium partners shall be submitted with the bid.
- f) In case of bidding through a joint-venture/ consortium basis, no change in the joint-venture/consortium partners will be allowed without the prior permission of the Purchaser.

1.5.9 The bidder blacklisted by any Government Organization will stand disqualified.

1.5.10 Notwithstanding anything stated above, the Purchaser reserves the right to assess the credibility, capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the Purchaser and bidder shall furnish all other required documents to the Purchaser.

1.5.11 The Purchaser also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

1.6 CONCLUSION:

1.6.1 Bidders must ensure that the conditions laid down for submission of offers are completely and correctly fulfilled. It should be particularly noted that no change in proforma for Bid Guarantee is acceptable.

- 1.6.2 Bids, which are not complete in all respects as stipulated above, or without Tender Fee/EMD will be liable for rejection without any intimation to the bidders.
- 1.6.3 The Price Bids of only those bidders will be opened whose offers meet with the Minimum Qualifying Requirements and whose techno-commercial offers are acceptable to GSECL.
- 1.6.4 GSECL reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. GSECL also reserves the right not to order any quantity against this tender. In such cases, the EMD will be refunded to the bidders without any interest. GSECL's decision in this regard shall be final and binding to all the bidders.
- 1.6.5 Bidders are required to quote their rates for all the designated Discharge Ports in the tender, failing which their offer will be ignored.
- 1.6.6 It shall not be binding upon GSECL to accept the lowest or any bid. It shall not be obligatory on the part of GSECL to furnish any information or explanation for the cause of rejection of tender or part of the tender. GSECL also reserves the right to split-up the tender, as it deems fit amongst successful bidders. The part order should be acceptable to the bidder at the same quoted rate, terms and conditions. Moreover, in the event of placement of part orders, the distribution of shipments shall be solely at the discretion of GSECL and the same shall be binding to bidders.
- 1.6.7 **Canvassing Not Permitted:** The Bidder should abstain from pursuing/ canvassing the matter, directly or indirectly with any Officer of GSECL, as otherwise, their tender would be liable for disqualification.
- 1.7 **Validity of Offer:**
The offer should be valid for acceptance for a period of **at least 90 days from the date of opening of the Technical Bids.**
- 1.8 **Evaluation of Bids:**
The Power Station-wise offered CIF prices will be evaluated for the Guaranteed Point Values as specified in this tender added together with the applicable Customs Duty at the respective port and the Inland Handling and Transportation Charges (inclusive of taxes and duties) from the respective port to the Power Station (IHC charges being obtained through separate open tender). For evaluation of Power Station-wise CIF Prices; RBI Reference Rate on Base Date shall be considered.

$$\text{Evaluated Price for a TPS} = \frac{\text{Landed Price of Coal at TPS}}{\text{GCV (AR) of 5800 Kcal/Kg}}$$

Where,

1. Landed Price of Coal at TPS (Rs./Mt) = CIF at DP + CD + IHC (Lowest) from DP to TPS
2. CIF at DP (Rs./Mt) = FOB Base Price (Rs./Mt) + Ocean Freight Base Rate + Marine Insurance
3. FOB/ Ocean Frt./ Marine Ins. (Rs./Mt) = Rate in (USD/Mt) x RBI Reference Rate on Base Date
4. IHC = Inland Handling Charges + Railway/Road Freight from the respective port to TPS (inclusive of taxes & duties)

SECTION-II: SCOPE AND TERMS & CONDITIONS

2.1 Scope:

- a) The scope under this Tender covers supply of total 10.00 lakh Mt of Non-coking Steam (Thermal) Imported Coal of Type-1 to GSECL at the designated Discharge Port(s) on CIF/HSS basis having technical specifications of Type-1 Coal as per Section-III of this Tender for its use at the power stations of GSECL with the delivery schedule as stated below.
- b) The Seller will arrange delivery of the imported coal vessels in suitable sizes to deliver total 10.00 lakh Mt of Type-1 Imported Coal in one year with the uniform monthly delivery rates for the power stations of GSECL as shown below.

(Qty in lakh Mt)

GSECL TPS (Gandhinagar/ Wanakbori/Ukai)	Qty. Planned to be Procured (Tender Quantity)		Discharge Port(s)	Type of Coal
	Per Month	Per Annum		
Total	0.84 lakh Mt	10.0 lakh Mt	Dahej/ Magdalla/ Mundra/ Navlakhi	Type-1

The Purchaser has planned to procure the imported coal for a period of one year commencing the delivery tentatively from date of order. The quantities mentioned above are tentative. **The quantity to be procured and the shipment schedule for the respective power station will be decided by the Purchaser based on the requirements of each power station in the period of procurement.** Bidder must offer **minimum 50% of the total Tender Quantity** indicated above and have to accept the delivery schedule as per the requirement of the Purchaser.

- c) Bidder shall indicate the name of the miner and mines (with country of origin), from which the offered coal will be procured, with the letter of authority and support for participation in this Tender.

2.2 DEFINITIONS:

In this Tender, the following terms shall be interpreted as indicated below:

- a) **‘The Purchaser’** means Gujarat State Electricity Corporation Limited, Vadodara constituted under the Companies Act, 1956, its successors, representatives, heirs, executors and administrators as the case may be.
- b) **‘The Seller’** means the Company, firm or any other business enterprise, with whom the contract for Supply of Imported Coal is awarded, and shall be deemed to include the Seller’s successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract.

- c) The ‘**Contract**’ means the agreement signed by the Purchaser and the Seller in terms of Annexure–VI including all attachments and appendices thereto and all documents incorporated by reference therein.
- d) ‘**Imported Coal**’ shall mean Non-coking Steam (Thermal) Imported Sized Coal as per specifications set out in Section-III.
- e) ‘**Services**’ mean all services required for Supply of Imported Coal to GSECL on CIF/highseas sales basis.
- f) ‘**Delivery Point**’ for the Seller is highseas at Discharge Port.
- g) “**The Reference Exchange Rate**” for any vessel shall be the Reserve Bank of India Reference Exchange Rate of US\$ v/s INR prevailing on the date of Bill of Lading of the vessel OR the hedged FOREX Rate (US\$ v/s INR) at which the FOREX Cover is obtained as per the mutual agreement. If RBI reference rate of the date of Bill of Lading is not available due to holiday or otherwise then FE rate of the next immediate day will be considered for the purpose of payment.

The above-referred stipulation for obtaining FOREX Cover may be exercised in the following manner:

The Seller shall advise the Purchaser the prevailing rate at which a FOREX Cover through an authorized dealer can be obtained with a suitable mechanism. The Seller shall also advise the prevailing premium for the FOREX Cover. The Purchaser will decide whether to hedge the transaction and to obtain a FOREX Cover or not. If the Purchaser opts to hedge the transaction then the Seller shall take a FOREX Cover and hedge the transaction. The cost of the same (premium) shall be on account of the Purchaser. If the transaction is left uncovered and if the exchange rate goes adverse then no exchange rate variation shall be paid to the Seller. Exact modalities, within the prevalent guidelines of RBI and the provisions of FEMA in the matter, shall be finalized at the time of award of the contract.

2.3 Commodity:

Non-Coking Steam (Thermal) Imported Coal in bulk of Type-1 with the technical specifications as per Section-III.

2.4 Origin: The Seller can offer the coal from any foreign origin. The Seller will source the coal from the mines of the miners from whom the letter of authority and support for participation is submitted in the tender as per clause no. 1.5.2 above. The Seller shall source the coal from the offered mines/origin continuously and in case of any default in sourcing the coal from the offered mines/origin, the Seller would be responsible to source the coal with identical technical specifications from any other mines/origin with prior approval of the Purchaser.

2.5 Order Quantity Tolerance: Quantity tolerance of up to +70,000 MT over the order quantity shall be applicable at the discretion of GSECL.

2.6 Misrepresentation of Quality: There are serious economic and operational costs associated with the receipt of off-specification coal. The Seller will not load the vessel with the coal having specifications outside the rejection limits specified in Section-III, otherwise it will be rejected and payment will not be made for such coal.

2.7 Shipping Terms:

2.7.1 Vessel Type: Vessel should not be older than 15 years. In case vessel is more than 15 years, overage premium and all additional expenses arising out of overage of vessel, including slower discharge rate, as agreed by the Inland Handling Contractor at the time of accepting the nomination, than the guaranteed rate will be to the seller's account. The rate of discharge generally available at the selected discharge port would be guaranteed by the Inland Handling Contractor appointed by the Purchaser.

2.7.2 Bidder shall select suitable size of vessel (viz. Capsize / Panamax / Handymax) considering the delivery schedule advised by the Purchaser. For the monthly delivery schedule of about 70,000 Mt, Panamax vessel would be preferred. However, the higher size of vessel (viz. capsize) may be accepted at the discretion of the Purchaser. Also, the Bidder shall select suitable type of vessel (geared or un-geared) with the required grab capacity and cranes suitable for the discharge port and discharge period after ensuring the capacity and facilities available at the Discharge Port for which the prices are offered.

2.7.3 Seller shall nominate vessel for acceptance of the Purchaser. Such nomination of the vessel shall be made not later than 21 days from the first day of the delivery date applicable for the particular vessel as mentioned in delivery schedule below. Vessel nomination at less than 21 days time from loading may be accepted. However, the acceptance of the vessel at short notice will be at sole discretion of Purchaser. Purchaser will confirm the same within two working days after receipt of the intimation.

2.7.4 Seller shall advise the rate of demurrage while nominating the vessel, which in any case shall not exceed USD 20,000/- per day. Seller shall indicate demurrage/ dispatch rate at time of nomination of the vessel. The rate of dispatches shall be half of the demurrage rate. Demurrage incurred/ dispatch earned shall be settled ship-to-ship basis.

2.7.5 Seller shall arrange to send 7/5/3/2/1 day & 6 hours notices of arrival at port of discharge to the Purchaser and handling agent appointed by the Purchaser.

2.7.6 Vessel equipment failure will be excluded from Lay time, if it is signed and accepted by Master of vessel.

2.7.7 Turn Time of 12 hours allowed on even if used basis (12 hours TT EIU).

2.7.8 In case of the master stopping discharge due to rolling, bad weather etc. laytime not to be counted. Similarly, in case of bad weather/fog, sea swell and barges are not able to proceed to mother vessel or stay alongside mother vessel, due consideration in laytime to be given for all bad weather rolling etc. and to be duly documented in Statement of Facts. In the absence of master/ chief officer not certifying weather delays, certificate of weather conditions from competent authorities will form basis for non/bad weather working day.

2.8 Port of Discharge:

- 2.8.1 NOR (Notice of Receipt) can be tendered 24 hrs. SHINC (Sunday & Holidays Inclusive).
- 2.8.2 Letter of Indemnity: In case of the vessel arrives at discharge port prior to Purchaser receiving the original shipping documents, the Purchaser will be allowed to discharge coal against Letter of Indemnity (as per ship owners format) to be furnished on their letterhead.
- 2.8.3 Seller to ensure delivery of legible non-negotiable copies of documents (as per para 2.12.6) at least 7 working days before vessel's arrival at discharge port to Purchaser and / or Inland Handling Contractor appointed by the Purchaser. If commencement of discharge delays due to delay in delivery of document to the Purchaser, same to be excluded from time to count.

2.9 Insurance:

- 2.9.1 The Seller shall arrange and pay for a marine and inland insurance cover for 110% of the value of coal upto coal stockyard (from warehouse to warehouse – anywhere in India) for each shipment covering the risks under institute cargo clause 'C' including spontaneous combustion and the risks of war, strike, riots and civil commotion from the Loading Port upto the coal stockyard at anywhere in India or 90 days from the date of loading of cargo at Load Port, whichever occurs first.
- 2.9.2 The insurance policy(ies) shall specify that claims, if any, will be submitted, admitted and paid in US Dollars. The Purchaser shall be shown as beneficiary while obtaining such insurance. The Insurance policy should allow the Purchaser to make claim in India and all the claims and settlement of dues shall be the responsibility of the Seller.
- 2.9.3 Complete details of the relevant ocean going vessel shall be provided in the Insurance Policy. Seller shall provide Insurance Policies to Purchaser evidencing insurance actually arranged.

2.10 Delivery:

- 2.10.1 Seller will arrange loading of the imported coal vessels in suitable sizes (not less than 30,000 Mt) for delivery of the coal at the selected discharge port.
- 2.10.2 The date of arrival of the vessel at Discharge Port will be the date of delivery of the vessel quantity.
- 2.10.3 Scheduling of the Vessels: Order may be placed for any one or more power stations and for the Type-1 coal. The Power Station-wise shipment schedule with the nominal delivery rate required will be advised in the order.
- 2.10.4 Delivery schedule for the first vessel will start after 30 days from placement of Letter of Intent (LOI) or any date later that would be advised by Purchaser in the LOI. Seller shall plan loading of the second and subsequent vessels as per the nominal delivery rate advised in the order. Since the requirement of imported coal at the power stations is not uniform, the Purchaser will advise the delivery schedule of 10 days duration with cut-off date for every vessel with an advance notice of 21 days. The supplier shall advance the shipments for additional quantity upto 25% over the nominal monthly quantity for speedy

delivery, if so required by the Purchaser to meet the higher requirement of coal at TPS in any month.

- 2.10.5 The delivery of the vessel should be arranged within the given schedule of the vessel only. However, the early delivery of the vessel may be accepted by the Purchaser at its sole discretion. In such case, the CIF prices payable will be fixed as per clause no.2.12.2 below.
- 2.10.6 Any delay in arrival of the vessel beyond the cutoff date of delivery of the vessel will be considered as delay in supply and subject to penalty as per clause no. 2.10.11. Also, in such case, the CIF prices payable will be fixed as per clause no.2.12.3 below.
- 2.10.7 Passage of Title: The title of shipment shall pass on from Seller to Purchaser upon Purchaser's acceptance of documents and signing of the Highseas Sales Agreement for the said shipment. The Seller shall endorse all the necessary documents (including Bills of Lading) in favour/ in the name of Purchaser before the vessel entering into Customs barrier and complete all formalities required for highseas sales agreement.
- 2.10.8 Risk of Loss: Risk of loss shall pass from Seller to Purchaser upon delivery of the vessel and unloading of cargo at Discharge Port.
- 2.10.9 **The Seller will not be allowed to replace the nominated vessel once accepted by the Purchaser and sailed from the Load Port.** However, the same will be allowed by the Purchaser at its sole discretion, without changing delivery schedule, on submission of unavoidable circumstances with documentary evidence by the Seller.

In case of replacement of the vessel after the date of Bill of Lading, the CIF Prices as per the B/L date of the original vessel or as per the replaced vessel, whichever is lower shall be payable. Similarly, the Foreign Exchange Rate corresponding to B/L date of the original vessel or the replaced vessel, whichever is lower shall be applicable for working out the CIF Price in Rs./Mt.

- 2.10.10 The delivery schedule as specified above has to be maintained strictly. Any delay in the delivery of the vessel is subject to penalty as stated in clause no. 2.10.11 below.

2.10.11 Penalty for Delayed Supply:

In case of default or late delivery of the vessel, the Seller shall be liable to pay the penalty of Rs. 50,000/- per day for the no. of days delay in delivery after the cutoff date of the particular vessel. The penalty for delayed supply is subject to Force Majeure condition.

The delivery schedule stipulated in the offer shall be the essence of the contract.

2.11 Price:

- 2.11.1 The Bidder shall quote his lowest CIF (Cost, Insurance and Freight) Price (FOB Price, Ocean Freight and Marine Insurance in USD (US Dollar) per metric ton of imported coal on the Base Date (specified in the Tender)), in the Price Bid Format: Annexure-III of the "On-Line Tender", for supply of imported coal to the Purchaser at the respective designated Discharge Ports on highseas sales basis having technical specification as mentioned in Section-III.

2.11.2 **It is mandatory for bidder to quote the prices for all the ports mentioned in the tender otherwise their offer will be ignored.**

2.11.3 The CIF prices of Imported Coal on the Base Date are to be quoted in three components of (i) FOB Price (A3), (ii) Ocean Freight upto the respective designated Discharge Ports (B3) and (iii) Marine Insurance (C).

$$\text{Quoted CIF Price on the Base Date (USD/Mt)} = A3 + B3 + C$$

Where,

A3 = Quoted Base FOB Price (USD/Mt)

B3 = Quoted Base Ocean Freight (USD/Mt)

C = Quoted Marine Insurance (USD/Mt)

2.11.4 The FOB Price Component and Ocean Freight Component shall be variable and shall be calculated as per Methodology of CERC for payment purpose, which is given below. The third Component i.e. Marine Insurance shall remain fixed through out the Contract period.

The Methodology of FOB Price and Ocean Freight variation and/or Indexation for the payment purpose for supply of imported coal to GSECL shall be as under.

a) The CIF Price of Coal payable to the Seller shall be variable as per the formula given below:

$$\text{The CIF Price (Cost, Insurance \& Freight) for payment} = A + B + C$$

Where:

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

B = Ocean Freight (USD/Mt) to be derived as under

C = Marine Insurance (USD/Mt)

b) **FOB Price:** The above component of FOB Price (A) will be worked out for the payment purpose for the actual date of Bill of Lading of the vessel as per the following formula:

$$\text{FOB Price} = A = \frac{A2 \times A3}{A1}$$

Where:

A1: **Base Index** value in USD per Mt calculated average monthly from the weekly indices of Richard Bay API4, Barlow Jonker, Global Coal New Castle, with weightage 50:25:25 for GCV of 6000:6700:6700 respectively, as published for the preceding month (Saturday to Friday in respect of the Indices of “Richard Bay API4” and “Global Coal New Castle” and of Friday to Thursday in respect of the Index of “Barlow Jonker”) to the Base Date (i.e. Bid Closing Date).

A2: **Current Index** value in USD per Mt calculated average monthly from the weekly indices of Richard Bay API4, Barlow Jonker, Global Coal New Castle, with weightage 50:25:25 for GCV of 6000:6700:6700 respectively, as published for the preceding month (Saturday to Friday in respect of the Indices of “Richard Bay API4” and “Global Coal New Castle” and of Friday to Thursday in respect of the Index of “Barlow Jonker”) to the date of Bill of Lading of the vessel.

A3: **FOB** component quoted in the Tender.

- c) **Ocean Freight:** The above Component of Ocean Freight (B) will be worked out for the payment purpose for the actual date of Bill of Lading of the vessel as per the following formula:

$$\text{Ocean Freight} = B = \frac{B2 \times B3}{B1}$$

Where:

B1: **Base Index** will be considered monthly average as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Warf, as per Clarkson Research Publication declared weekly of preceding month of the Base Date (Bid Closing Date).

B2: **Current Index** will be considered monthly average as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Warf, as per Clarkson Research Publication declared weekly of preceding month of date of the Bill of Lading of the vessel.

B3: **Ocean Freight** component quoted in the Tender.

- d) The Marine Insurance Component (C) under the Contract shall remain firm for the entire duration of the contract.
- e) **Cap/ Ceiling:** If the delivery period is extended beyond the scheduled contract period due to reasons attributable to successful bidder, the Cap/Ceilings of CIF coal price as applicable on the last day of scheduled delivery period, as calculated above, shall be applicable for extended period. However, in case of the CIF price during the extended period is lower than the Cap/Ceiling price, the lower price as calculated above shall be applicable. Similarly, the Foreign Exchange Rate corresponding to the actual B/L date of the vessel or the FE Rate corresponding to the last day of the scheduled delivery, whichever is lower shall be applicable for working out the CIF Price in Rs./Mt

Accordingly, the CIF Price for the purpose of payment shall be determined as A+B+C i.e. the sum of FOB Price, Ocean Freight and Marine Insurance.

2.11.5 The prices 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, 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. The price shall be inclusive of all charges/costs of Loading Port, freight for carriage of imported coal from Load Port to any Discharge Port selected by GSECL, insurance coverage upto coal stockyard at TPS and any other charges applicable at port of loading and from loading of coal till passage of title.

2.11.6 The price shall also be inclusive of all the port charges related to the vessel at the port of discharge and other incidental expenses such as tonnage dues, light dues, harbor dues, other taxes and charges which are customarily payable for the vessel.

- 2.11.7 The prices stated above are also to include all rights (if any) of patent; registered design or trademark and the Seller shall indemnify the Purchaser against all claims in respect of the same.
- 2.11.8 The “**Reference Exchange Rate**” as defined under clause no. 2.2(g) shall be considered final for CIF payment.
- 2.11.9 After receipt of the load port documents of any vessel by the Purchaser, Highseas Sales Agreement will be executed as per format given in Annexure-VII for the vessel indicating the quality, quantity of the coal and highseas sales rate, which will be worked out from the unit CIF rate payable for the vessel as per the Contract, Reference Exchange Rate applicable for the vessel and after adjustment for the quality of coal. This HSS rate would deem included any highseas sales commission applicable for the vessel. **The Seller shall undertake to bear any difference in the amount of customs duty payable over the HSS rate or as assessed by the customs due to any reason.**
- 2.11.10 Marine Insurance: Insurance coverage upto coal stockyard (from warehouse to warehouse – anywhere in India) for 110% of CIF value shall be the responsibility of the Seller. The price of imported coal includes cost of such insurance.
- 2.11.11 The price per ton paid by Purchaser for coal delivered under the Agreement includes all sums to be borne by the Seller for all taxes of every nature, which are assessed or may be assessed as a result of the sale of coal pursuant to the Agreement. Seller’s acceptance of the amounts paid by Purchaser for coal delivered under the Agreement shall constitute full and final settlement of any and all claims by Seller for costs or expenses incurred or paid by Seller, either while the Agreement is in effect or at any time in the future, with respect to the production, shipment, or sale of coal pursuant to the Agreement. Seller agrees to defend, indemnify, and hold Purchaser harmless from and against any claim or liability for any such taxes, fees, governmental impositions, assessments, premiums, or penalties.

2.12 Payment Terms:

- 2.12.1 The price payable shall be worked out based on the certificate of Sampling and Analysis at Load Port issued by internationally accredited third party inspection agency and weighment as per Bill of Lading quantity, after applying Price Adjustment and Penalties, if any, as per Section-III. Accordingly, Seller shall raise manually signed invoice vessel-wise.
- 2.12.2 If early delivery of the vessel is accepted by the Purchase at its sole discretion, the CIF Prices will be fixed for the actual Bill of Lading (B/L) Date of the vessel or the deemed B/L date, whichever is lower basis. The deemed B/L date, in this case, would be the 15 days prior to the first date of the delivery schedule of the vessel considering the haulage of 15 days for the vessel. Similarly, the Foreign Exchange Rate corresponding to the actual B/L date of the vessel or the deemed B/L date, whichever is lower shall be applicable for working out the CIF Price in Rs./Mt. If the highseas sales agreement is signed before the deemed B/L date then the difference, if any, would be adjusted in the balance 10% payment of the vessel.

- 2.12.3 If late delivery of the vessel is accepted by the Purchase at its sole discretion, the CIF Prices will be fixed for the actual Bill of Lading (B/L) Date of the vessel or the deemed B/L date, whichever is lower basis. The deemed B/L date, in this case, would be the 15 days prior to the last date of the delivery schedule of the vessel considering the haulage of 15 days for the vessel. Similarly, the Foreign Exchange Rate corresponding to the actual B/L date of the vessel or the deemed B/L date, whichever is lower shall be applicable for working out the CIF Price in Rs./Mt.
- 2.12.4 90% of the invoice value shall be paid through Letter of Credit (L/C) on 45th day from the date of Bill of Lading or on the 15th day from the date of arrival of the vessel or **on the 15th day from the first day of the delivery schedule of that vessel**, whichever is later.
- 2.12.5 The Seller shall endorse all the necessary documents (including Bills of Lading) in favor/ in the name of Purchaser before the vessel entering into Customs Barriers and complete all the formalities required for highseas sales agreement.
- 2.12.6 Letter of Credit will be opened in any Nationalized/ Scheduled/ Commercial Bank within 7 working days after receipt of non-negotiable set of Load Port documents and after executing highseas sales agreement for the vessel. The Load Port Documents shall comprise of (i) Certificate of Origin, (ii) Certified Copy of Clean Shipped on Board Bills of Lading, (iii) Certificate of Sampling and Analysis at Load Port. Necessary Load Port documents for opening of the L/C will be furnished within seven (7) days from the date of B/L. The L/C opening charges of Purchaser's Bank will be to the Purchaser's account and amendment charges and all other charges including Beneficiary's Bank charges will be to the Seller's account.
- 2.12.7 The internationally accredited Independent Inspection Agency (IIA), appointed by the Purchaser, shall carry out Sampling and Analysis of coal for quality assessment, Draught Survey for weighment and Stack Survey for stones, shales, extraneous materials, etc. at the Discharge Port. The CIF and IHC Contractors may depute their representative to witness the Sampling and Analysis of coal, Draught Survey and Stack Survey at the Discharge Port. The Certificate of Sampling and Analysis and the Draught and Stack Survey Reports issued by the IIA shall be final for determination of price and payment. The final payment amount will be worked out after applying Price Adjustment on account of Quantity Shortage, Quality slippage and Penalties, if any, as per Section-III.
- 2.12.8 Balance 10% amount payable after deduction of penalties applicable as per clause 3.5 will be released within 15 days by cheques from the date of reconciliation of quantity and quality upon unloading of entire cargo and issue of the certificate of sampling and analysis and Draught and Stack Survey Reports at Discharge Port by the Inspection Agency.
- 2.12.9 Following documents are required to be submitted 10 days prior to the due date of payment to the Bank in which L/C is opened for drawl of 90% payment through L/C as mentioned in clause no. 2.12.4 above along with one set of documents to CE (Fuel), GSECL, Vadodara.
- (i) Manually signed Invoice of Seller for 100% (90% is payable through L/C and Balance 10% is payable later on as per clause no. 2.12.8 above) value in one original plus one copy showing Unit Price applicable after Price Adjustment and Penalties, if any, as per Certificate of Load Port Sampling and Analysis and Bills of Lading quantity.

- (ii) One certified copy of Certificate of Origin issued by Chamber of Commerce. Name of the mines from which the coal is supplied should be indicated.
- (iii) Certified copy of Clean shipped on Board Bills of Lading (B/L) showing actual tonnage shipped (duly endorsed in favour of Purchaser), Port of Loading, Port of Discharge, Carrier Name and also indicating date of B/L.
- (iv) Original Certificate of Sampling and Analysis at Load Port issued by internationally accredited third party inspection agency (duly endorsed in favour of Purchaser).
- (v) Policy of the Insurance coverage (duly endorsed in favour of Purchaser).
- (vi) Copy of Highseas Sales Agreement.
- (vii) Certificate of arrival of the vessel at Discharge Port issued by Port Authority.

2.12.10 Following documents are required to be submitted to CE (Fuel), GSECL, Vadodara for drawl of balance 10% payment:

- (i) Manually signed Credit Note of Seller in one original plus one copy showing recovery on account of shortage in weighment as per draught survey compared to B/L quantity and recovery on account of Price Adjustment and Penalties, if any, as per Certificate of Sampling and Analysis at Discharge Port.
- (ii) Certificate of Sampling and Analysis, the Draught and Stack Survey Reports at Discharge Port issued by international accredited third party agency appointed by the Purchaser.

2.13 Sampling and Analysis (Load Port and Discharge Port):

Purchaser and Seller shall follow the procedure and principles of weighment, sampling and analysis of coal at both the loading port and discharge port as mentioned in Section-III.

2.14 Facility for Test and Examination:

The Purchaser reserves the right, at his own expense, to witness the sampling, weighment and analysis at the load port. The Purchaser also reserves the right to inspect the mine site and any intermediate stack yard at any time during working hours. All the costs for the inspector deputed by the Purchaser will be born by him.

2.15 Execution:

The whole contract is to be executed to the entire satisfaction of the Purchaser/ GSECL.

2.16 Seller's responsibility:

The Seller shall be solely responsible for the execution of the contract in all respect in accordance with the conditions of the contract.

2.17 Security-cum-Performance Bank Guarantee:

On acceptance of the bid, the Seller shall furnish a Security-cum-Performance Bank Guarantee in the proforma of GSECL (as per Annexure-V) from any Nationalized Banks including Public Sector Bank (IDBI Bank Ltd.), Private Sector Banks (AXIS Bank /ICICI Bank/ HDFC Bank) within 20 (Twenty) days from the date of Detailed Order, by the Seller for an amount equivalent to 10% of the order value. The Security-cum-Performance Bank Guarantee shall remain in full force and effective during the period

that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall continue to be enforceable for 120 days after the date of last consignment of the imported coal contracted to be purchased.

The Security-cum-Performance Bank Guarantee and/or any amendment there to shall be executed on a stamped paper of requisite money value in accordance with the Bombay Stamp Act as applicable to Gujarat.

2.18 Seller's Failure to Supply:

In case the Seller fails to effect the deliveries without prior written consent to Purchaser or due to conditions other than Force Majeure, Purchaser has the right to procure and transport the quantity of the product so defaulted at the Seller's risk and cost in all respect. In such an event the Seller shall reimburse any differential costs incurred by Purchaser over and above the value originally contracted by Purchaser with the Seller within 30 days after the date Purchaser notifies the Seller of such differential costs arising out of purchase of the defaulted quantity from other parties. Purchaser will also have the right to deduct such differential costs in part or full from any payments due to the Seller. Such remedy for Seller's failure to supply shall not diminish the Purchaser's right to invoke the performance guarantee.

2.19 Force Majeure:

If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as "even"), then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Chairperson, GSECL as to whether the deliveries have been so resumed or not shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Seller at a price to be fixed by the Chairperson, GSECL, which shall be final, all acceptable material in possession of the Seller or supplied by the Seller at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, as the Seller may with concurrence of the Purchaser elect to retain.

2.20 Termination/ Cancellation: Purchaser reserves the right to cancel the contract in full or part by written notice of one month if the performance is not satisfactory in accordance with the contract/ order in opinion of GSECL or the contract is found uneconomical to GSECL. GSECL also reserves the right to terminate/ cancel the order by giving one month written notice without assigning any reason thereof.

2.21 Arbitration:

- 2.21.1 Except as otherwise provided in the Contract Agreement, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between the Purchaser and the Seller in connection with, or arising out of, or relating to the Contract Agreement or the breach, termination or validity hereof, the Purchaser and the Seller shall attempt in good faith, for a period of thirty (30) days after the receipt by one party of a notice from the other Party of the existence of the Dispute, to settle such Dispute in the first instance by mutual discussions between the Parties.
- 2.21.2 If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 2.21.1, the Dispute shall finally be settled by arbitration in terms of the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof.
- 2.21.3 The language of the arbitration shall be English, and the place of arbitration including for holding of any and every proceeding shall be Vadodara, Gujarat, India.
- 2.21.4 There shall be three arbitrators. Each Party shall select one arbitrator within 30 days after giving or receiving the demand for arbitration. Such arbitrators shall be freely selected, and the Parties shall not be limited in their selection to any prescribed list. The two arbitrators selected by the Parties shall select the third arbitrator. If a Party does not appoint an arbitrator who has consented to participate within 30 days after the selection of the first arbitrator, the relevant appointment shall be made by under Indian Arbitration and Conciliation Act.
- 2.21.5 The award rendered shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the arbitrators' decision.
- 2.21.6 The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties.
- 2.21.7 Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations hereunder.
- 2.21.8 The provisions of this Clause no. 2.21 shall survive the termination of the Contract Agreement.

2.22 Jurisdiction:

All the questions, disputes or differences arising under out of or in connection with the Tender/ Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender/ Acceptance of tender is issued, is situated i.e. Vadodara, Gujarat, India.

2.23 TRANSFER AND SUBLETTING:

The Seller shall not sublet transfer, assign or otherwise part with the contract or any part thereof to any third party either directly or indirectly.

2.24 ACCEPTANCE OF OFFER:

2.24.1 The Purchaser reserves the right to accept/ to reject the offer in part or in full without assigning any reason thereof.

2.24.2 Purchaser reserves the right to place order on more than one bidder for any quantity.

2.25 ISSUES RELATED TO ENVIRONMENT AUTHORITIES / PUBLIC:

Issue related to environmental issues including public grievances (if any) shall be to the responsibility of the bidder.

2.26 INDEPENDENT SELLER:

The parties recognize and agree that Seller is not an agent or employee of Purchaser nor any affiliate of Purchaser and that Seller is independent of any managerial or other control or direction by Purchaser and is free to perform, by such means and in such manner as Seller may choose, all work in pursuance of commitments hereunder.

2.27 SELLER'S ACCEPTANCE:

Acknowledgment of the Detailed Order or shipment of coal under the Agreement shall constitute Seller's acknowledgment and acceptance of all provisions herein and all provisions of the Detailed Order.

**SECTION III: TECHNICAL SPECIFICATION,
SAMPLING, ANALYSIS AND PENALTIES**

- 3.1 **Country of Origin:** Seller can source the coal from any foreign origin. Bidder will indicate the name of the miner & mines from which coal offered will be produced, with a letter of authority and support for participation.
- 3.2 **Quality:** Specifications of Non-coking Steam (Thermal) Imported Coal of Type-1.

Technical Specifications: Type-1:

Parameter	Unit	Acceptable Range	Guaranteed Point Value (GPV)	Rejection Limit
Total Moisture (AR)	% by wt.	10 to 20	16	Over 20
Ash Content (AD)	% by wt.	8 to 16	12	Over 16
Fixed Carbon (AD)	% by wt.	30 to 50		
Volatile Matter (AD)	% by wt.	25 to 45		Over 45
Sulphur (AD)	% by wt.	0.6 to 0.8	0.6	Over 0.9
Gross Calorific Value (AR)	Kcal/Kg	5400 to 5800	5800	Below 5400
Hard Grove Index	--	45 to 60		
Ash Fusion Temp. IDT/ HT/ FT	deg. C	1100+ / 1200+ / 1250+		
Size: 0-50 mm	% by wt.	100% 0 to 2 mm: Max. 5%		0-2mm: above 20%

Guaranteed Parameters for Price Basis :-

GCV (ARB)	5800 Kcal/kg
Total Moisture (AR)	16%
Ash (ADB)	12%
Sulphur (ADB)	0.6%

The price to be offered considering the above Guaranteed Parameters only. The offers having coal inferior to the acceptable range mentioned above will be liable for rejection. No weightage shall be given for better quality.

- 3.3 Important Notes:
- All parameters above are as per the relevant ASTM/ISO test standards.
 - Seller to ensure that Load Port Analysis closely matches the Technical Specification offered to avoid rejection of cargo.
 - In case any of the values of the above parameters exceed rejection levels as indicated above, Purchaser shall have the right to reject the entire lot. In case of rejection, **Seller has to remove such rejected quantities at his own cost and shall compensate the cost incurred by the purchaser viz. customs duty, port charges, etc. for the rejected quantity.**
 - No extraneous matter like metals, boulders, stones, shales etc. will be supplied in the coal.

- e. Bidder shall offer the typical coal from single mine having specifications close to the range of the specifications desired by us.
- f. Blended coals shall not be offered.

3.4 Sampling & Quality Analysis and Weighment:

At Load Port:

- 3.4.1 For Sampling, Analysis, Weighment of coal shipment, Seller shall at their own cost, appoint internationally accredited inspection agency after taking consent from the Purchaser. Bidder shall indicate the name(s) of the agencies proposed for the purpose.
- 3.4.2 All the parameters of the specifications shall be determined according to ASTM/ISO Standards at Load Port and they shall be stated on the Certificate of Analysis of the cargo.
- 3.4.3 Certificate of Analysis should contain the name of the mine from which the coal is dispatched along with detailed sub-lot wise analysis results while carrying out the Load Port Analysis with details of calculations involved in analysis.
- 3.4.4 Seller shall arrange for detailed Mineralogical analysis of Ash content for Purchaser's records. Also, Seller shall provide ultimate analysis on Dry Ash free basis for constituents like Carbon, Hydrogen, Nitrogen, Sulphur and Oxygen (By difference).
- 3.4.5 Quality shall be subject to penalties as stated in para 3.5 below.
- 3.4.6 **Weighment:** Quantity to be determined as per Draft Survey by the appointed agency at Load Port, upon completion of loading. The cost of such survey shall be to Seller's account.

At Discharge Port:

- 3.4.7 Purchaser shall appoint Internationally Accredited Independent Inspection Agency (IIA) for sampling and analysis of coal at Discharge Port. Method and extent of sampling and analysis shall be as per ASTM/ISO Standards. The cost of the agency shall be borne by the Purchaser.
- 3.4.8 Quality as determined by International Accredited Agency at Discharge Port will be final for payment subject to penalties as stated in para 3.5 below.
- 3.4.9 Quantity of coal shall be determined by draught survey and quantity of Stones, shales, extraneous materials etc by stack survey through approved marine licensed surveyor on a ship-to-ship basis and shall be final for payment subject to penalties as stated in para 3.5 below.
- 3.4.10 The discharge port draught survey, stack survey and analysis will be binding on both the parties. If desired, the CIF and IHC Contractors may depute their representatives to witness the same.

3.5 Price Adjustment/ Penalties:

The Price Adjustment and/or Penalties shall be applicable in case of deviations from the Guaranteed Point Value (GPV) of the Specifications mentioned at clause 3.2, as under.

Price Adjustment on the basis of Load Port Analysis:

- 3.5.1 CIF Price adjustment for lower GCV (AR): If Load Port GCV (AR) (LP GCV) is lower than Guaranteed Point Value of GCV (AD) (GPV GCV) mentioned at clause 3.2, then the price is to be adjusted as follows:

$$\text{Revised CIF (Rs./Mt)} = \text{CIF} - \left[1.5 \times \left(1 - \frac{\text{LP GCV}}{\text{GPV GCV}} \right) \times (\text{CIF} + \text{IHC}) \right]$$

Where,

CIF = CIF Price (Rs./Mt) for the vessel as calculated under clause no. 2.11 above.

IHC = Inland Handling and Transportation Charges from Discharge Port to TPS including taxes and duties (Rs./Mt)

For example,

If CIF = Rs. 5000/- PMT and IHC = Rs. 750/- PMT and LP GCV = 5600 Kcal/Kg then

$$\text{Revised CIF (Rs./Mt)} = 5000 - \left[1.5 \times \left(1 - \frac{5600}{5800} \right) \times (5000 + 750) \right] = 4702.58$$

- 3.5.2 Penalty for higher Ash Content (AD): If Ash Content (AD) at Load Port analysis (LP AC) gives a value higher than the Guaranteed Point Value of Ash Content (AD) (GPVAC), then penalty would be as follows:

$$\text{Penalty (Rs./Mt)} = 1.5 \times (\text{CIF}/100) \times (\text{LP AC} - \text{GPV AC})$$

For example,

If LP AC = 13.50% & CIF=Rs.5000/- PMT then

$$\text{Penalty (Rs./Mt)} = 1.5 \times (5000/100) \times (13.50 - 12) = 112.50$$

- 3.5.3 Penalty for higher Total Sulphur Content (AD): If Total Sulphur (AD) at Load Port (LP TS) gives a value higher than the Guaranteed Point Value of Total Sulphur (AD) (GPV TS), then penalty would be as follows:

$$\text{Penalty (Rs./Mt)} = 1.5 \times (\text{CIF}/10) \times (\text{LP TS} - \text{GPV TS})$$

For example,

If LP TS = 0.65% & CIF=Rs.5000/- PMT then

$$\text{Penalty (Rs./Mt)} = 1.5 \times (5000/10) \times (0.65 - 0.60) = 37.50$$

- 3.5.4 Penalty for higher Total Moisture: If Total Moisture (AR) in Load Port analysis (LP TM) is higher than the Guaranteed Point Value of Total Moisture (AR) (GPV TM) then the penalty would be as follows:

$$\text{Penalty (Rs./Mt)} = 1.5 \times (\text{CIF}/100) \times (\text{LP TM} - \text{GPV TM})$$

For example,

If LP TM = 17.50% & CIF=Rs.5000/- PMT then

$$\text{Penalty (Rs./Mt)} = 1.5 \times (5000/100) \times (17.50 - 16) = 112.50$$

- 3.5.5 Seller shall raise vessel wise Highseas Sales Invoices as per the Highseas Sales Invoice Rate (HSS Rate) worked out from the Revised CIF Price (Rs./Mt) after deduction of any penalties (Rs./Mt) applicable as per clause no. 3.5.2 to 3.5.4 above for the Bill of Lading quantity of the vessel.

Various Penalties for difference/ deviation in Discharge Port Analysis from Guaranteed Point Values/ Load Port Specifications:

- 3.5.6 Penalty for lower GCV (AR):

If GCV (AR) at Discharge Port analysis (DP GCV) is lower than both the values of GP GCV and LP GCV then the penalty would be computed as follows:

If LP GCV of the vessel is equal to or higher than GP GCV then,
Penalty (Rs./Mt) = (Revised CIF + CD + IHC) x 1.5 x $\frac{(GP\ GCV - DP\ GCV)}{GP\ GCV}$

If LP GCV of the vessel is lower than GP GCV then,
Penalty (Rs./Mt) = (Revised CIF + CD + IHC) x 1.5 x $\frac{(LP\ GCV - DP\ GCV)}{LP\ GCV}$

Where, CD = Customs Duty (Rs./Mt)

- 3.5.7 Penalty for higher Ash Content (AD): If Ash Content (AD) at Discharge Port analysis (DP AC) gives a value higher than both the values of GP AC and LP AC then penalty would be computed as follows:

If LP AC of the vessel is equal to or lower than GP AC then,
Penalty (Rs./Mt) = 1.5 x (Revised CIF/100) x (DP AC – GP AC)

If LP AC of the vessel is higher than GP AC then,
Penalty (Rs./Mt) = 1.5 x (Revised CIF/100)x (DP AC – LP AC)

- 3.5.8 Penalty for higher Total Sulphur Content (AD): If Total Sulphur (AD) at Discharge Port analysis (DP TS) gives a value higher than both the values of GP TS and LP TS then penalty would be calculated as follows:

If LP TS of the vessel is equal to or lower than GP TS then,
Penalty (Rs./Mt) = 1.5 x (Revised CIF/10) x (DP TS – GP TS)

If LP TS of the vessel is higher than GP TS then,
Penalty (Rs./Mt) = 1.5 x (Revised CIF/10) x (DP TS – LP TS)

- 3.5.9 Penalty for higher Total Moisture: If Total Moisture (AR) in Discharge Port analysis (DP TM) is higher than both the values of GP TM and LP TM then the penalty would be computed as follows:

If LP TM of the vessel is equal to or lower than GP TM then,
Penalty (Rs./Mt) = 1.5 x (Revised CIF/100) x (DP TM – GP TM)

If LP TM of the vessel is higher than GP TM then,
Penalty (Rs./Mt) = 1.5 x (Revised CIF/100) x (DP TM – LP TM)

3.5.10 Penalty for Size: If the quantity of coal in the size range of 0-2 mm exceeds 5%, then the penalty of Rs. 120/- per Mt for every 5% over the 5% or part thereof shall be applicable.

3.5.11 Penalty for Stones, Shales, Extraneous Materials, etc.: The penalty for the quantity of stones, shales, extraneous materials, etc. received with the cargo as per the Stack Survey Report of the third party agency shall be applicable as under:

Penalty (Rs.) = 1.5 x Revised CIF x Quantity of Stones, Shales, Extraneous Materials as
per Stack Survey Report

3.5.12 Final CIF amount payable after Discharge Port analysis: The final CIF amount payable will be worked out from the HSS Rate of the vessel (Rs./Mt) after deduction of any penalties (Rs./Mt) applicable as per clause no. 3.5.6 to 3.5.10 above for the quantity of the coal measured at the Discharge Port as per the draught survey and then after deduction of the penalty (Rs.) for stones, shales, extraneous materials, etc. as per clause no. 3.5.11 and any other penalties applicable as per terms of the Contract. A Joint Reconciliation Statement for the working of final CIF amount payable for the vessel will be signed by the Seller and Purchaser.

ANNEXURE- I: TECHNICAL BID FORMAT

Tender No. GSECL/Fuel/Imp Coal/PT-12/CIF

(This shall form the part of Technical Bid)

Bidder's Details:

1.	Offer Ref. No. & date:	
2.	Name of the Bidder/ Bidders (in case of JV/Consortium):	
3.	Name and Designation of the person signing this bid:	
4.	Full Postal Address: Telephone No. / Fax No. E-mail: (Contact in India for foreign Company)	
5.	Details of Tender Fee: DD No. & date, Issuing Bank	
6.	Details of EMD: DD No., date, Issuing Bank <u>OR</u> BG No. no., date, valid upto, Issuing Bank	
7.	Details of Net Worth of the bidder as reflected in the Balance Sheet of bidder as on 31.3.2012	
8.	Validity of the Bid:	
9.	Tender Specification downloaded shall be submitted duly signed and sealed on each page by the Bidder in the Physical Tender in confirmation to the acceptance of the terms and conditions of the tender (subject to deviations, if any, mentioned in Annexure-II)	Attached (in Physical Tender)
10.	List of Enclosures (other than the documents as listed below)	

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE- I: TECHNICAL BID FORMAT

(This shall form the part of Technical Bid)

Technical Specifications of Coal:

S.No.	Particulars	Bidder to indicate/ enclose		
1.	Country of Origin			
2.	Producer/ Miner & Mines (as per clause no. 1.5.2)			
3.	Quality Parameter of offered coal	Type of Coal: Type-1		
		Unit	Offered Range	GUARANTEED POINT VALUE
	Total Moisture (AR)	% by wt.		16%
	Inherent Moisture (AD)	% by wt.		
	Ash Content (AD)	% by wt.		12%
	Fix Carbon (AD)	% by wt.		
	Volatile Matter (AD)	% by wt.		
	FC/VM Ratio	--		
	Sulphur (AD)	% by wt.		0.6%
	Gross Calorific Value (AR)	Kcal/Kg		5800
	Hard Grove Index	--		
	Ash Fusion Temp. IDT/ HT/ FT	deg. C		
Size: 0-50 mm 0-2 mm	% by wt. % by wt.			
4.	Ash Analysis		To be enclosed	
5.	Ultimate Analysis		To be enclosed	
6.	Typical granulometry of the coal		To be enclosed	
7.	Offered for the GSECL Thermal Power Stations (Gandhinagar/Wanakbori/Ukai):		Total (Mt)	
8.	Quantity per annum	Tender Quantity	10,00,000	
		Offered Quantity		

- Bidder must offer minimum 50% of the total Tender Quantity

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE- I: TECHNICAL BID FORMAT

(This shall form the part of Technical Bid)

List of Documents to be submitted in the Technical Bid:

Tender Reference	Particulars of Documents	On-Line Submission	Physical Submission
Clause no. 1.3.1	Demand Draft towards payment of Tender Fee of Rs. 15,000/-	Scan and Upload	Original DD
Clause no. 1.3.2	Demand Draft /Bank Guarantee of requisite amounts towards EMD	Scan and Upload	Original DD /BG
Clause no. 1.4	Letter of authority from the Company/ Joint Venture/ Consortium in favor of the person, who is authorized to submit the bid.	Scan and Upload	Original
Clause no. 1.5.2	Letter of authority and support for participating in this tender from the miners	Scan and Upload	Original
Clause no. 1.5.3	<p>Details of past experience in import or export to India of Non-coking Steam (thermal) Coal in the last three years (i.e. Financial Year 2009-10, 2010-11 & 2011-12) showing order wise details of quantity delivered, value, together with the name, address and Fax/Tel No. of the Purchasers.</p> <p>Bidder shall have to submit the Bill of Lading copies to evident their experience of average 5 lakh Mt per annum in last three years (aggregate 15 lakh Mt in the last three years).</p>	Scan and Upload	Original
Clause no. 1.5.3	Experience Certificates from the customers for the satisfactory performance	Scan and Upload	1 Copy of each
1.5.4	A copy of the Single Order of minimum Rs. 50 crores executed in the last three years.	Scan and Upload	1 Copy
Clause no. 1.5.6	Copy of audited annual accounts for the last three years, bank credit limits, bank references, of the bidder/ both members of the joint venture/consortium.	Scan and Upload (Optional)	1 Copy of each document
Clause no. 1.5.6	Details of net worth of the bidder as reflected in the balance sheet as on 31.3.2012 of the bidder duly certified by Chartered Accountant or a Solvency Certificate of Rs. 100 crores in their favour	Scan and Upload	Original
Clause no. 1.5.8	Copy of the Agreement or MoU entered into by the joint venture/ consortium partners	Scan and Upload (Not for Single Bidder)	1 Copy

Annexure-I	Bidder's Details and Technical Bid	Bidding Document Annexure-I to be filled up	1 Print Out of the Annexure-I duly signed, sealed along with attachment
Annexure-I	Ash Analysis, Ultimate Analysis and Typical Granulometry of the coal offered	Scan and Upload	1 Copy of each document
Annexure-II	Schedule of Deviations	Bidding Document Annexure-II to be filled up	1 Print Out of the Annexure-II duly signed, sealed.

ANNEXURE-II: SCHEDULE OF DEVIATIONS

Tender No. GSECL/Fuel/Imp Coal/PT-12/CIF

(This shall form the part of Technical Bid)

Deviation, if any, taken by the Bidder shall be brought out specifically in this schedule. However, Bidder shall not indicate any details of prices in this Schedule of Deviation. Except the deviations brought out in this Schedule, all other terms and conditions of the Tender will be considered acceptable to the Bidder.

Clause No.	Deviation Taken

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE - III: PRICE BID FORMAT

Tender Spec. No.: GSECL/Fuel/Imp Coal/PT-12/CIF
(This shall form the part of "On-Line" Price Bid)

Page: 1 of 1

S. No.	Particulars	Type of Coal	Type-1			
		Dis. Port>	Dahej	Navlakhi	Magdalla	Mundra
1.	FOB Price (A3)	USD/Mt				
2.	Ocean Freight (B3)	USD/Mt				
3.	Marine Insurance (C)	USD/Mt				
4.	Total (A3+B3+C).	USD/Mt				

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE-IV:
BID GUARANTEE FORM FOR EMD.
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)
FOR TENDER NO. _____

WHEREAS Messer's _____(Name & Address of the Firm) having their registered office at _____ (Address of the firm's Registered office) (Hereinafter called the '**Tenderer**') wish to participate in the tender No.-- _____for _____ (Name work) for Gujarat State Electricity Corporation Ltd. (hereinafter called the "**Beneficiary**") and WHEREAS a Bank Guarantee for _____ (Amount of E.M.D) valid till----- (mention here date of validity of this guarantee which will be 3 months beyond initial validity of Tenderer's offer), is required to be submitted towards the Earnest Money Deposit by the Tenderer along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No.----- dated----- and hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the Gujarat State Electricity Corporation Ltd or any officer authorized by it in this behalf any amount not exceeding Rs.----- (amount of E.M.D.) (Rupees-----) to the said Gujarat State Electricity Corporation Ltd. on behalf of the tenderer.

We----- (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Gujarat State Electricity Corporation Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary incase of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of ----- (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the tenderer and the Gujarat State Electricity Corporation Ltd.

NOTWITHSTANDING anything contained hereinbefore our liability under this guarantee is restricted to Rs.----- (amount of E.M.D.) (Rupees-----) (In words). Our Guarantee shall remain in force till----- (date of validity of the Guarantee).

Place:
Date:

Signature of the Bank's Authorized
Signatory with official seal

ANNEXURE - V:
FORMAT FOR SECURITY-CUM-PERFORMANCE
BANK GUARANTEE

(On Stamp Paper of Rs. 100/-)

The Bank of _____ hereby agree unequivocally and unconditionally to pay within 48 hours, on demand in writing from the Gujarat State Electricity Corporation Ltd. or any officer authorized by it in this behalf, any amount and not exceeding Rs. _____ (Rupees _____) to the said Gujarat State Electricity Corporation Ltd. on behalf of M/s. _____ who have entered into a contract for the works specified below:

Order No. _____ dated _____.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (validity date) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Seller or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given, conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“NOTWITHSTANDING” anything contained herein before our liability under this guarantee is restricted to Rs. _____ ((in words) _____). Our guarantee shall remain in force until _____ (validity date).

Place:

Date:

Signed and Seal of Bank: _____

Address of the Bank:

ANNEXURE-VI: CONTRACT AGREEMENT

This agreement is made at Vadodara on the _____ day of _____ in the Christian year Two thousand _____ between _____ (herein after referred to as “THE CONTRACTOR” which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Gujarat State Electricity Corporation Limited having their Corporate Office, Vidyut Bhavan, Race Course, Vadodara-390 007 (hereinafter called “The GSECL which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid GSECL has accepted the tender of the aforesaid contractors for _____ as per GSECL Order No. _____ hereinafter called “The Works” and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the GSECL a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression “The Works” wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE GSECL has accepted the tender of the contractors for the said works for the sum of Rs. _____ (Rupees _____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:-

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or area reasonably necessary for the completion of the works and mentioned and at the times, in the manner and subject to the terms conditions and stipulations contained in this contract and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid the GSECL doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as are provided by the contract.
2. The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the GSECL to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule drawing etc., attached with GSECL’s Order No. _____ .

The contract value extent of supply delivery dates specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to effect or after other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

In witness whereof the parties here to have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & Official Seal)

for and on behalf of M/s. _____

In the presence of Name, Full Address & Signature:

i) _____

ii) _____

2. Signed, Sealed and Delivered by:

(Signature with Name, Designation & Official Seal)

for and on behalf of GSECL

In the presence of name, full address & Signature:

i) _____

ii) _____

ANNEXURE-VII
HIGHSEAS SALES AGREEMENT FORM

This Highseas Sales Agreement is entered on _____ day of _____ 20__ and between

(Name and Address of the Seller), HEREINAFTER REFERRED AS 'SELLER'

AND

(Name And Address of Purchaser), HEREINAFTER REFERRED AS 'PURCHASER'

It is hereby agreed upon that the Purchaser will Purchase "Imported Non Cooking Steam (Thermal) Coal in Bulk" per (Name of Vessel) from the Seller as per the following terms and conditions:

1. Commodity: Imported Non-cooking steam (Thermal) coal in Bulk.
2. Origin:
3. Vessel:
 - a. Quantity as per B/L:
 - b. Technical specification:
 - c. Bills of Lading Details:
 - d. Sale Price:
 - e. Payment Terms:
 - f. Force Majeure:

For (Seller)

For (Purchaser)

(Authorized Signatory)

(Authorized Signatory)

ANNEXURE-VIII
CERTIFICATE FOR CIF PRICE WORKING

- i. Name of Vessel :
- ii. Bill of Lading Quantity :
- iii. Date of Bill of Lading :
- iv. Preceding month of B/L :
- v. Type of Coal :
- vi. Port of Discharge :

Working of FOB Price = A = (A2 x A3) / A1			Type-2
A1	CERC Index on the base date (calculated average monthly from the weekly indices for the preceding month from the Bid closing date refer Cl. No.2.11.4 (b))	USD/Mt	
Calculation for CERC Index calculated average monthly from the weekly indices for the preceding month*:			
	Richards Bay API4	USD/Mt	
	Barlow Jonker	USD/Mt	
	Global Coal New Castle	USD/Mt	
A2	CERC Index with weightage 50:25:25 of above	USD/Mt	
A3	FOB Component of the CIF price accepted	USD/Mt	
FOB Price = A = (A2 x A3) / A1		USD/Mt	
Working of Ocean Freight = B = (B2 x B3) / B1			
B1	Singapore 380 CST Bunker Fuel Price on the base date (calculated average monthly declared weekly of the preceding month from the Bid closing date refer Cl. No.2.11.4 (c))	USD/Mt	
B2	Singapore 380 CST Bunker Fuel Price (average monthly declared weekly for the preceding month *)	USD/Mt	
B3	Ocean Freight Component of the CIF price accepted	USD/Mt	
Ocean Freight = B = (B2 x B3) / B1		USD/Mt	
Marine Insurance Component = C		USD/Mt	
CIF Price = A+B+C		USD/Mt	

‘*’ = Certified copies of the respective publications are attached herewith

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

Sign and Seal of the Seller:.....

Encl : a.a.