

GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Tender Specification No.: GSECL/Fuel/Wash Coal/2011-12

Bidding Document And Technical Specifications For Beneficiation of Coal And Supply of Beneficiated Coal To Ukai, Gandhinagar, Wanakbori and Sikka Thermal Power Stations of GSECL

Tender Fee: Rs. 15,000/-

**Prepared By:
Fuel Department,
Corporate Office, GSECL, Vadodara**

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SECTION-I: INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS:

- 1.1.1 The Gujarat State Electricity Corporation Limited (GSECL), Vadodara, India invites “On-Line Tenders” (through e-tendering), from the eligible Bidders for Beneficiation (Washing) of 12.00 Lakh Mt. per month of RoM ‘F’-grade Coal and supply of Beneficiated Coal (Washed Coal) to its Ukai, Gandhinagar, Wanakbori and Sikka Thermal Power Stations on the terms and conditions specified in this Tender Specifications.
- 1.1.2 The Notice Inviting Tenders (NIT) is placed on the Websites on 19th January 2011.
- 1.1.3 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 mode i.e. “On-Line Tender” and “Physical Tender” as per the System of Making Bid and its Submission described under clause no. 1.2 below. In case of non-receipt of “On-Line Tender” and “Physical Tender” in time, their bid shall be ignored.**
- 1.1.4 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 **16:00 hrs. (IST) of 15th February 2011 (Tuesday).**
- 1.1.5 The last date of submission of “On-Line Tender” is on or before **16:00 hrs. (IST) of 15th February 2011 (Tuesday).** 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.
- 1.1.6 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.
- 1.1.7 The “Physical Tender” received after the hour and the date, so fixed above, will not be considered and no further correspondence will be entertained.
- 1.1.7 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 15th February 2011 (Tuesday), (if possible).**
- 1.1.8 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.

- 1.1.9 In case, the date of Bid Opening happens to be a holiday, the bid shall be opened on the next working day.
- 1.1.10 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 outright.
- 1.1.11 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.
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Tel # 91-265- 6612341 (Direct), 6612342 Mob.# 919925208878 Fax # 91-265-2355195 (Direct)
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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/WASH COAL/2011-12. Bid for Beneficiation of Coal and Supply of Beneficiated Coal (Washed Coal) to GSECL Power Stations. Last date for

receipt of Physical Bids 16.00 Hrs. on _____ and the Bid Opening date _____.”

- a) Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto.
- b) 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 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 favour of the person, who is authorized to submit the bid.	Scan and Upload	Original
Clause no. 1.5.2	Details of past experience in Beneficiation of Coal and Supply of Washed Coal in the last three financial years (i.e. from 2007-08, 2008-09, 2009-10) showing order wise details of quantity washed together with the name, address and Fax/Tel No. of the Customers	Scan and Upload	Original
Clause no. 1.5.2	Experience Certificates from the customers for the satisfactory performance	Scan and Upload	1 Copy of each
Clause no. 1.5.3	Copy of the statutory clearances/ approvals from the respective statutory authorities in favour of the Bidder for operation of their washery, commensurate with the offered quantity.	Scan and Upload	1 Copy of each

	Copy of the Capacity Assessment Certificate obtained from CEA/ SECL		
Clause no. 1.5.5	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. 1.5.5	Details of net worth of the bidder as reflected in the balance sheet as on 31.3.2010 of the bidder duly certified by Chartered Accountant	Scan and Upload	Original
Clause no. 1.5.6	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-II	Schedule of Deviations	Bidding Document Annexure-II to be filled up	1 Print Out of the Annexure-II duly signed, sealed.
Annexure-III	Schedule of Experience	Bidding Document Annexure-III to be filled up	1 Print Out of the Annexure-III duly signed, sealed.
Annexure-V(A)	Price Bid For Beneficiation (Washing) of Coal	Bidding Document Annexure-V(A) to be filled up	NOT TO BE SUBMITTED IN PHYSICAL BID
Annexure-V(B)	Price Bid For Washery Rejects	Bidding Document Annexure-V(B) to be filled up	NOT TO BE SUBMITTED IN PHYSICAL BID

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 The Earnest Money Deposit (EMD) shall be furnished by the Bidder in proportion to the quantity offered by the Bidder at the rate of Rs. 50 lakh for monthly quantity of 1 lakh Mt (i.e. 24 lakh in two years). However, minimum EMD shall not be less than Rs.2.00 Crore. The Bidder, offering the full tender quantity i.e. 12.00 lakh Mt per month (i.e. 288.00 lakh Mt in two years) shall have to pay the EMD of Rs. 6.00 Crores. The EMD shall be paid 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), 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.) or by Demand Draft or Banker's Cheque in favour of Gujarat State Electricity Corporation Ltd. The Bank Guarantee shall be as per the proforma at Annexure-IV.
- 1.3.3. The validity of the above Bank Guarantee shall be at least for 120 days from the date of opening of Technical bid and the same shall be extended as may be required. Bids with Bank Guarantee of shorter period may be rejected.
- 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. 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, each bidder shall satisfy all the following minimum threshold criteria.
- 1.5.2 In case of single bidder, the bidder and in case of joint venture, at least one member shall have their washery in the Korba Area either “Operational” or “New & Ready to Operate” on the date of bid submission. . The Washery will be considered “Operational Washery” only if the lifting and beneficiation of at least 3 lakh Mt of RoM Coal and supply of Beneficiated Coal (Washed Coal) is carried out at the Washery in the last one year from the date of bid submission. Otherwise the Washery will be considered as “New & Ready to Operate Washery”. The “New & Ready to Operate” Washery should have been commissioned on or before the date of bid submission.

The Bidder having “Operational Washery” shall indicate the beneficiation work carried out in the last three years in Annexure-III showing the details of Customers, Year-wise Quantity of Raw Coal lifted and Washed Coal dispatches by Rail.

- 1.5.3 Bidders of both the categories i.e. having “Operational Washery” and having “New & Ready to Operate Washery” shall have to submit all the statutory clearances/ approvals from the respective statutory authorities in their favour for operation of their washery, commensurate with the offered quantity. Over and above the statutory clearances/ approvals, the bidders shall also submit the Capacity Assessment Certificate obtained from CEA/SECL.

1.5.4 The Bidder should offer minimum quantity of 1 lakh Mt per month (i.e. 12 lakh Mt per annum). However, the Bidder may offer maximum quantity upto the approved capacity of their Washery.

1.5.5 The bidder must demonstrate sound financial status as defined in this clause to the satisfaction of GSECL. The net worth of the bidder (in case of consortium, total net worth of both the bidders) as on 31st March, 2010 as per audited accounts should be at least 2 times the monthly coal cost of quantity quoted by the bidders (coal cost shall be worked out at the rate of Rs. 800/- per Mt of coal) . Documentary proof including copy of audited annual accounts for the last 3 financial years (i.e. 2007-08, 2008-09, 2009-10), bank credit limits, bank references, etc. of the bidder, and in the case of joint-venture/consortium bidders, of all 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 of multiple bidders for the Purchaser to request such references and for the bankers to release them to the Purchaser.

1.5.6 In the event of the bidder being a joint venture/consortium formed of two or more companies, the Purchaser requires that all the parties of the joint venture/consortium accept joint and several liabilities for all the obligations under the agreement.

Bids submitted by a venture of two or more firms, as partners 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 all the partners.
- c) The partner In-charge shall be authorized to incur liabilities and receive instructions on behalf of any one or of all 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) All 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 above.
- e) A 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.

1.5.7 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.

- 1.5.8 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 OTHER SPECIAL INSTRUCTIONS:

- 1.6.1 The tender quantity is for beneficiation of RoM Coal of average 12.00 lakh Mt per month (i.e. 144.00 lakh Mt per annum). However, it may vary widely depending upon the decision of GSECL and allocation of coal by SECL from time to time. Out of the total tender quantity of 12.00 lakh MT per month, GSECL will award 9.00 lakh MT per month to the bidder(s) whose Washeries are “Operational” (to the meaning as stated above) and will award 3.00 lakh MT per month amongst the bidders whose Washeries are “New & Ready to Operate”.
- 1.6.2 The bids with deviation in the terms and conditions of the Tender or conditional bids would be liable for rejection.
- 1.6.3 **Evaluation of Bids:** The prices shall be evaluated on FOR Loading end basis with the Normative Guaranteed Yield of 80% and with the Service Tax applicability as indicated by the Bidder.

1.7 CONCLUSION:

- 1.7.1 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.
- 1.7.2 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. 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.
- 1.7.3 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, if the rates received do not prove to be economical/ beneficial to the overall interest of the Company. 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.
- 1.7.4 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.

1.7.5 GSECL reserves the right to split-up the tender quantity, as it deems fit amongst the 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 the tender quantity shall be at the sole discretion of GSECL and the same shall be binding to bidders.

1.7.6 **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.

1.8 VALIDITY OF OFFER:

Your offer should be valid for acceptance for a period of **at least 90 days from the date of opening of the Technical Bids.**

SECTION - II: SCOPE, TERMS & CONDITIONS

2.1 SCOPE:

The contract covers lifting of 12.00 Lakh Mt. per month of RoM 'F' grade coal by Road-mode from the Collieries of M/s. South Eastern Coalfields Ltd. in the Korba Coalfields, beneficiation/ washing the coal at the Washery Plant with their wet beneficiation process and supply of Washed Coal to GSECL Power Stations through Rail-mode as per the following monthly delivery schedule for Ukai, Gandhinagar, Wanakbori and Sikka Power Stations of GSECL.

TPS	Qty. of RoM 'F' grade coal per month
Ukai	2.70 Lakh Mt.
Gandhinagar	2.80 Lakh Mt.
Wanakbori	5.50 Lakh Mt.
Sikka	1.00 Lakh Mt.
Total...	12.00 Lakh Mt.

- 2.1.1 The above quantities may vary widely depending upon decision of GSECL and allocation of coal by SECL from time to time. GSECL reserves the right to vary the quantity of RoM Coal to be washed for each Power Station on month to month basis and quantity ordered to the successful bidder shall not be binding on GSECL.
- 2.1.2 GSECL will arrange for release of monthly payments to SECL for issuance of delivery orders by SECL to off take the required quantity of 'F' grade RoM coal by the Contractor as per the monthly/annual contracted quantity allotted to GSECL Power Stations by SECL.
- 2.1.3 The Contractor shall lift/ take delivery of 'F' grade RoM coal from SECL on behalf of GSECL as per release of Delivery Order by SECL. The Contractor will make necessary arrangements for transportation of RoM coal from the collieries of SECL Coalfields to their Washeries and shall be responsible for safe transportation of RoM coal from colliery to Washeries. It will be the responsibility of the Contractor to get right quality of 'F' grade RoM coal with proper top size from SECL.
- 2.1.4 The Weighment at colliery end for RoM coal shall be witnessed by the Contractor on behalf of the Purchaser and the Weighment sheet shall be signed by an authorised signatory of the Contractor, which shall be presented by the Contractor to GSECL while raising monthly invoices.
- 2.1.5 The Contractor shall ensure that beneficiated coal (Washed coal) is transported as per the specified quality parameters from the Washery plant to the Railway siding.
- 2.1.6 The Contractor shall also arrange for the loading of Washed Coal into railway rakes for despatches to GSECL Power Stations.

2.1.7 Demurrage charges of Railways at the Washery End shall be borne by the Washery Contractor.

2.1.8 The Contractor will supply Washed Coal quantity at the yield of 80% by beneficiation/ washing of RoM coal quantity against the monthly delivery orders issued by SECL.

2.2 DEFINITION:

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

- a) The **“Purchaser”** means Gujarat State Electricity Corporation Limited.
- b) The **“Washery Contractor”** or **“Contractor”** means the Washery Contractor supplying washed coal to GSECL Power Stations.
- c) **“SECL”** means South Eastern Coalfields Limited.
- d) **“Washery”** means Coal beneficiation plant.
- e) **“RoM Coal”** means Run of Mine Coal supplied by SECL to Washery Contractors on behalf of GSECL for beneficiation.
- f) **“Beneficiated Coal”** or **“Washed Coal”** means the beneficiated coal which satisfies the laid down quality parameters in this tender.
- g) **“FSA”** means The Fuel Supply Agreement executed by GSECL with SECL for supply of coal to the power stations of GSECL.
- h) **“ARB”** means As Received Basis.

2.3 GUARANTEED SPECIFICATIONS OF WASHED COAL:

The guaranteed parameters of Washed Coal will be as under:

- a) Ash (ARB): 31%
- b) Total Moisture (ARB): TM (ARB) of RoM Coal + 1%
- c) Gross Calorific Value (ARB): 4400 Kcal/Kg (Indicative)
- d) Size: 0 to 50 mm
- e) Normative Yield: 80% of RoM Coal

In case of analyzed Grade of RoM Coal is the ‘E’-Grade instead of ‘F’-Grade, the normative yield of 85% (i.e. 5% higher than the 80% yield corresponding to the ‘F’-Grade coal) shall be considered for the quantity of coal for which the ‘E’-Grade is analyzed and bonus bill/ claim is raised by SECL. Accordingly, the Revised Normative Yield (Y_m) will be worked out on weighted average basis from the lot-wise quantities of ‘F’-Grade and ‘E’-Grade Coal as analyzed.

Quality shall be assured on 10 days weighted average basis.

2.4 PERIOD OF CONTRACT:

The tenure of the contract will be for a period of 2 (two) years w.e.f. 1st April 2011 to 31st March 2013. The Contract may be extended at sole discretion of GSECL with the same rates, terms and conditions, for a period of 6 (six) months or till finalization of new order by GSECL, whichever is earlier.

2.5 PRICE:

- 2.5.1 The Bidder shall quote his lowest rates in net Rs./Mt (Rupees per Metric Ton) for (i) transportation of RoM Coal from Collieries of SECL to their Washery Plant, (ii) beneficiation (washing) of RoM Coal, (iii) transportation of beneficiated (washed) coal from Washery Plant to the Railway Siding and (iv) loading of Coal into the wagons through Pay-loaders as per the scope of work covered under the Tender Specification for beneficiation/ washing of 'F'-Grade (-)100 mm Size RoM Coal in Annexure-V(A): Price Bid Format.
- 2.5.2 The above rate shall be inclusive of all taxes/duties/levies, etc. except service tax, which will be paid extra at the applicable rate on the net amount payable after deduction of applicable penalties/ price adjustments.
- 2.5.3 The Bidder shall indicate the applicability of the Service Tax on all the above four services in %age and in Rupees. If Service Tax is not applicable on the transportation services then the Bidder shall indicate applicability of Service Tax for the transportation services as 0% (Nil). If the Bidder claims abatement in the payment of Service Tax, if applicable on the transportation services, then the Bidder shall indicate the net Service Tax in percentage and in Rupees as applicable.

e.g. if the bidder is quoting transportation rate of Rs. X per Mt and if 75% abatement is allowed then the Service Tax (@ 10.3%) would be as under:

$$\text{Service Tax (\%)} = 10.3 * 0.25 = 2.575\%$$
$$\text{Service Tax (Rs./Mt)} = \text{Rs. X} * 0.02575$$

If the Bidder has quoted the Service Tax applicability as "Nil" or with "Abatement" then in case of order, at the time of supply, GSECL would pay the charges (Service Tax) at the quoted rates only and any higher amount, if payable towards Service Tax would be to Washery Contractor's account.

- 2.5.4 Out of the above rates, items (i) Transportation from Colliery to Washery and (ii) Beneficiation charges shall be payable on RoM coal quantity, and (iii) Transportation from Washery to Railway Siding and (iv) Pay-loading charges shall be payable on washed coal quantity. RoM coal quantity shall be worked out from the loading end weighment of washed coal with the applicable yield.

e.g. if applicable yield is 80% for the Lot then
the RoM Coal Quantity for the Lot = (Washed Coal Loading End Quantity per Lot)/ 0.80

- 2.5.5 The Evaluation of prices shall be FOR Loading end basis with the Nominal Guaranteed Yield of 80% and Service Tax applicability as indicated by the Bidder.

For more clarity, an example is given below:

Particulars	Charges Quoted by the Bidder (Rs./Mt)	Service Tax applicability indicated by the Bidder	
		(%)	(Rs./Mt)
Transportation (colliery to washery)	Tcw	@ 2.575%	Tcs * 0.02575
Beneficiation charges	BC	@ 10.3%	BC * 0.103
Transportation (washery to siding)	Tws	@ 0%	Tws * 0 = 0
Pay-loading charges	PL	@ 10.3%	PL * 0.103

Here,

Evaluated Price On FOR Loading end per ton of RoM Coal (Rs./Mt)

$$= (Tcw * 1.02575) + (BC * 1.103) + (Tws * 1.0 * 0.8) + (PL * 1.103 * 0.8)$$

- 2.5.6 The Bidder shall quote his lowest rates on firm price basis without any escalation during the contractual period.
- 2.5.7 Statutory Variation: Statutory variation (increase or decrease) on account of the service tax shall be allowed as applicable during the contractual period with documentary evidence. Service tax shall be paid on submission of supporting documents having paid the same.
- 2.5.8 The rates quoted by the Bidder in the Price Schedule shall be deemed to cover the cost of all the relevant operations/ works mentioned in this Tender Specification, taxes, duties, levies, etc. No claim for any incidental work shall be entertained.
- 2.5.9 The Bidder shall quote his minimum charges for RoM 'F' grade coal for (-) 100 mm size crushed coal to be allotted by SECL. However, at the time of actual supplies, if SECL allocates RoM 'F' grade coal with (-)250 mm size, then the differential crushing charges of Rs. 20/- PMT will be paid to the Washery Contractor. The above price adjustment of Rs. 20/- PMT shall be considered towards the beneficiation charges payable under the contract.
- 2.5.10 The Bidder shall offer their highest rate in Rs./Mt of Washery Rejects as per the Price Bid Format (Annexure-V(B)) for retention of their own washery rejects or purchase of the Washery rejects of other Washery Contractors at their destination on delivered basis. The Bidder shall have to accept the entire tender quantity of Rejects at the quoted rate in case the entire quantity is offered by GSECL to them.
- 2.5.11 On award of the Contract, the Washery Contractor will have the options either to retain their own rejects by paying the highest rate in Rs./Mt of Washery Rejects offered in the tender or to deliver the rejects to the destination of the Washery Reject Contractor (WRC) who has quoted the highest rate. If the Washery Contractor selects to deliver the Rejects to the Washery Reject Contractor then the delivery of Washery Rejects shall be made by them, without any reluctance or raising any issue, as per the provisions Chhattisgarh

Mineral (Mining, Transportation and Storage) Rules, 2009 and by issuing (signing) the “Royalty Paid Transit Pass”. For effecting delivery of rejects to WRC, all necessary statutory permission including that for issuing transit pass will have to be obtained by the Washery Contractor. Non-availability of permission will not be considered as a reason for non-delivery and in that case, the highest cost of reject will be deducted from his bill. Even for any other reason, if the Washery Contractors fails to deliver the quantity of rejects to the Washery Reject Contractor then the amount for the undelivered quantity of Rejects at the highest rate offered in the tender shall be recovered from the Washery Contractors. In case of delivery of Washery Rejects to the WRC, the Washery Rejects as generated out of beneficiation of RoM Coal of GSECL from the Washeries shall be delivered to the WRC. The same shall be without any guarantee on quality and quantity of the Washery Rejects and no complaints will be entertained by GSECL in this regard.

2.5.12 The Washery Reject Contractor shall advise the destination to which the Rejects shall be delivered, which should be 25 Kms away from the Lease Area of the SECL and within a distance of 50 Kms from the Washery. If the destination is located more than 50 Kms away from the Washery then the differential cost of transportation, as mutually agreed between the Washery Contractor and Washery Reject Contractor, shall be borne by the Washery Reject Contractor.

2.5.13 The above arrangement of sale/ disposal of Rejects shall be for a limited period. As soon as GSECL receives the notice from M/s. ACB (India) Ltd. about the readiness of their Power Plant being constructed in Korba Area, after due verification, GSECL would decide to handover the Rejects to M/s. ACB (India) Ltd. Once the Purchaser (GSECL) decides to handover the Rejects to M/s. ACB (India) Ltd.; a notice will be issued to the Washery Contractors as well as to the Washery Reject Contractor (who receives the Rejects) with the date from which the Washery Contractors will have to handover the Rejects to M/s. ACB (India) Ltd. as per the modalities and terms and conditions of handing over the Washery Rejects specified below under clause no. 2.12 and therefore the Washery Reject Contractor would not receive the Rejects thereafter. However, one month prior notice will be given to the Washery Contractors/ Washery Reject Contractor to operate the new arrangement.

2.6 DETERMINATION OF QUANTITY:

2.6.1 The Weighment of Washed Coal would be carried out on the In-motion Electronic Weighbridges at the Loading and Unloading Ends. The weighment at Loading End shall be considered for billing purpose and binding upon the parties executing the contract.

2.6.2 As and when the Weighment of the In-motion Electronic Weighbridge at the Loading End is not available, the Weighment of the In-motion Electronic Weighbridge at the Unloading End would be allowed and binding upon the parties executing the contract. Joint efforts will be made to pursue with the Railways to rectify the defects and to make the In-motion Electronic Weighbridge at the Loading End available at the earliest.

- 2.6.3 The Chargeable Quantity of Beneficiated Coal shall be worked out by deducting Weight Correction on account of higher Total Moisture (as per clause no. 2.8.2) from the Beneficiated Coal Quantity.

$$CQ_{bc} = Q_{bc} - \text{Weight Correction}$$

Where,

CQ_{bc} = Chargeable Quantity of Beneficiated Coal of the Lot (Mt)

Q_{bc} = Beneficiation coal quantity (loaded and dispatched) of the lot (Mt)

Weight Correction = As per clause no. 2.8.2

- 2.6.4 The Chargeable Equivalent RoM Coal Quantity shall be worked out from the lot-wise Beneficiation Coal Quantity after deduction of Recoupment Quantity (Q_{rc}) for higher Ash Content (as per clause no. 2.8.1) and Weight Correction for higher Total Moisture (as per clause no. 2.8.2).

Chargeable Equivalent RoM Coal Quantity per Lot (Mt)

$$= (CQ_{bc} \times 100 / Y_m) - Q_{rc}$$

Where,

CQ_{bc} = Chargeable Beneficiation Coal Quantity of the lot (Mt)

Y_m = Revised Normative Yield of the Lot (as per clause no. 2.3(e) above)

Q_{rc} = Recoupment Quantity of RoM Coal of the Lot (as per clause no. 2.8.1)

Chargeable Equivalent RoM Coal Quantity per Month

= Sum of Chargeable Equivalent RoM Coal Quantities per three Lots of the month

- 2.6.5 The Quantity of Washery Rejects per month shall be determined as a difference of the Chargeable Equivalent RoM Coal Quantity and the Chargeable Quantity of Beneficiated Coal for the month.

2.7 DETERMINATION OF QUALITY:

- 2.7.1 The sampling and analysis of RoM coal shall be carried out jointly by SECL on one side and the Third Party Agency (TPA) – appointed by GSECL on the GSECL's side as per the relevant provisions of the FSA. The sampling and analysis of Beneficiated coal shall be carried out at the un-loading end on rake-to-rake basis by the Third Party Agency to be appointed by GSECL. The cost of the Third Party Agency (TPA) shall be borne equally by the Washery Contractor, LS Contractor and the Purchaser. The Purchaser, LS Contractor and the Washery Contractor may appoint their representatives for witnessing the sampling and analysis of coal.

- 2.7.2 The sampling and analysis of washed coal shall be carried out in three lots per month, which will be on the basis of washed coal rakes dispatched during 1st to 10th, 11th to 20th and 21st to end of the month. For sampling and analysis of RoM Coal, the date of lifting of RoM Coal would be considered for forming the three lots viz. 1st to 10th, 11th to 20th

and 21st to end of the month. TPA will announce date-wise sampling and analysis results of RoM Coal and its weighted average will be considered to derive lot-wise results. For the beneficiated coal (washed coal), the date of loading and dispatch of rake would be considered for forming of the lots. The TPA will announce the sampling and analysis of beneficiated coal carried out at un-loading ends on rake-to-rake basis and its weighted average will be considered to derive lot-wise results. The quality assessment and penalties shall be applicable power stations wise. The lot-wise results of RoM Coal and TPS-wise lot-wise results of Beneficiated Coal will be compared for quality assessment and penalties.

- 2.7.3 In case of analyzed Grade of RoM Coal is the 'E'-Grade instead of 'F'-Grade, the normative yield of 85% (i.e. 5% higher than the 80% yield corresponding to the 'F'-Grade coal) shall be considered for the quantity of coal for which the 'E'-Grade is analyzed and bonus bill/ claim is raised by SECL. Accordingly, the revised normative yield will be worked out on weighted average basis from the lot-wise quantities of 'F'-Grade and 'E'-Grade Coal as analyzed. The "Revised Normative Yield", so worked out, shall replace the "Normative Yield" of 80%, wherever applicable for the clauses of the Tender Specification.
- 2.7.4 The sampling and analysis of Beneficiated Coal shall be as per the provision of relevant BIS.
- 2.7.5 The sampling and analysis results duly certified by the TPA shall be binding upon the parties executing the contract.
- 2.7.6 The Purchaser would provide the necessary accommodation and communication facility to the representatives of the Contractor appointed at the TPS on chargeable basis as per Company's rules.

2.8 PENALTIES:

The sampling and analysis shall be carried out of RoM Coal at the Colliery ends and of Beneficiated coal at the Un-loading (TPS) ends. The quantity of coal weighed at the loading end and weighted average results for 10 days' period based on the lot wise and on the rake-to-rake sampling and analysis by TPA at the un-loading ends will be subjected to penalties in case of any default in the specified / guaranteed parameters, as under:

2.8.1 Penalty for higher Ash Content (ARB):

The Ash Content limit of the beneficiated coal shall be 31%. If Ash Content increases beyond 31% then the corresponding yield shall be increased on pro-rata on 10 days' lot basis @ 2.5% for every percentile increase in Ash Content and the Washery Contractor will have to recoup the quantity of raw coal equivalent to the difference in yield i.e. difference between corresponding Revised Yield and the Revised Normative Yield due to increase in Ash Content. Also normal railway freight on such incremental washed coal quantity will be recovered from the Washery Contractor.

Computation of Revised Yield (Y_r), Recoupment quantity of Raw Coal (Q_{rc}) and incremental washed coal quantity for freight recovery (Q_{fr}):

$$\text{Revised Yield } (Y_r) = Y_m + [(A_a - A_s) \times 2.5]$$

For example, if the Y_m (Revised Normative Yield) is 81% then the formula of Revised Yield will be as under:

$$\text{Revised Yield } (Y_r) = 81 + [(A_a - A_s) \times 2.5]$$

Where, “Revised Normative Yield” will be as stipulated under clause no. 2.3(e) above.

$$\text{Recoupment quantity of RoM Coal} = Q_{rc} = Q_{bc} \times ((100/Y_m) - (100/Y_r))$$

Quantity for railway freight recovery (Q_{fr})

$$Q_{fr} = Q_{bc} \times (1 - (Y_m/Y_r))$$

$$\text{Recovery of Railway Freight (Rs.)} = Q_{fr} \times \text{Av. Rly. Freight of 10 days' lot (Rs./Mt)}$$

Where,

A_a = Weighted Average Actual Ash Percent in Washed coal supplied in the lot

A_s = Specified Ash Percent i.e. 31%

Q_{bc} = Beneficiation coal quantity received in the lot

Q_{rc} = Recoupment quantity of Raw Coal

Q_{fr} = Washed coal quantity for freight recovery

Y_g = Guaranteed (Normative) yield percent

Y_m = Revised Normative yield percent

Y_r = Revised Yield corresponding to actual ash content

The payment of beneficiation charges will vary along with variation in Ash Content of washed coal as under (for Normative Yield = 80%):

Washed Coal Ash %	Revised Yield %	Payment of beneficiation Charges	
		Ash Percent	Payment
31%	80.0%	31% to 33%	Full Payment
32%	82.5%		
33%	85.0%		
34%	87.5%	Above 33% upto 35%	50% Payment
35%	90.0%		
36%	92.5%	Above 35% upto 37%	25% Payment
37%	95.0%		
38%	97.5%	Above 37%	No Payment
39%	100%		
40%	102.5%		
And so on	And so on		

Corresponding revision in the table for the “Revised Yield” shall be effective as under:
(e.g. “Revised Normative Yield” = 81%)

Washed Coal Ash %	Revised Yield %
31%	81.0%
32%	83.5%
33%	86%
....and so on	----and so on

NOTE:

In case where beneficiated coal is having ash content more than 38%, the cost at the rate of the prevailing differential rate between raw coal of ‘F’ & ‘G’ grade will be recovered from the Washery Contractor on the quantity supplied.

If the Ash (ARB) is between 30% to 29%, then the revised yield would be as per the following formula, where the figure ‘80’ (corresponding to Normative Yield) shall be replaced by “Revised Normative Yield”. (e.g. for Revised Normative Yield = 81%):

$$Y_r = 81 - (30 - A_a) \times 2.5$$

However, for the Ash (ARB) below 29%, the revised yield shall not decrease and shall remain 77.5%.

2.8.2 Penalty for Higher Total Moisture (ARB):

In case the Weighted Average of Total Moisture (ARB) of Beneficiated Coal of 10 days’ lot exceeds the “TM (ARB) of RoM Coal + 1%”, then the adjustment in weight shall be done on pro-rata basis. i.e. the weight of washed coal shall be reduced by the same %age by which the total moisture in coal exceeds “TM (ARB) of RoM Coal+1%”. The weight correction and recovery of Railway Freight for the higher Total Moisture (ARB) of Beneficiated Coal shall be worked out as under:

$$\text{Weight Correction (Mt)} = \frac{(\text{TM (AR) of B.C.} - (\text{TM (AR) of R.C.} + 1))}{100} \times \text{Lot Quantity}$$

The chargeable beneficiation (washed) coal quantity of the lot shall be worked out from the beneficiation coal quantity (Q_{bc}) less the Weight Correction. Weight correction quantity will have to be recouped by the contractor.

$$\text{Chargeable Quantity of Beneficiated Coal of the Lot} = Q_{bc} - \text{Weight Correction}$$

50% of the Average Railway Freight for the Weight Correction Quantity will be recovered from the Washery Contractor and balance 50% will be recovered from LS Contractor.

Recovery of Railway Freight from the Washery Contractor (Rs.)
= Weight Correction (MT) x 0.5 x Av. Rly. Freight of the 10 day's Lot (Rs./MT)

2.8.3 Penalty on account of Lapse of Delivery Order Quantity:

If the contractor fails to lift the entire Delivery Order quantity within the stipulated time limit and if the quantity is lapsed then the penalty @15% of the Notified Base Price of "F" Grade Coal shall be applicable for the quantity lapsed.

2.8.4 Penalty on account of less Delivery of Washed Coal against the DO Quantity:

If the contractor fails to deliver quantity of washed coal in any month corresponding to 95% of the quantity of the Delivery Order issued by SECL for the month then the penalty @15% of the Notified Base Price of "F" Grade Coal shall be applicable for shortfall quantity. No excuse for the availability of the crushed coal would be entertained.

2.8.5 Quantity Control and Penalty for Shortages:

Quantitative Control:

The contractor shall maintain the records of Quality Control as stated below and submit the details in their monthly bills.

- a. Opening Balance of Quantity of RoM Coal to be lifted for the month
- b. Chargeable Equivalent RoM Coal Quantity Billed (Adjusted) for the month
- c. Actual RoM Coal Quantity lifted during the month
- d. Closing Balance of Quantity of RoM Coal to be lifted in next month

Where, $d = a + b - c$

Depending on the quantity of RoM Coal quantity lifted and Chargeable Equivalent RoM Coal quantity Billed (Adjusted) during the month, the Closing Balance figures may be positive or negative. The Contractor shall regulate the lifting of RoM Coal Quantity and supply of Washed Coal Quantity on monthly basis to minimise the Closing Balance (d).

At the end of the Contract, when the (d) is positive, the contractor must have supplied excess washed coal quantity in respect of the RoM Coal Quantity actually lifted and he would be entitled to lift the differential RoM Coal Quantity.

At the end of the Contract, when the (d) is negative, the contractor must have supplied less washed coal quantity in respect of the RoM Coal Quantity actually lifted and he has to deliver the balance washed coal quantity within one month time period. For any reason, if the Contractor fails to deliver the balance washed coal quantity within the time limit of one month, then the penalty for the shortage quantity would be applicable as per following formula.

Penalty for Shortages:

Penalty (Rs.) = Shortage Quantity x 2.0 x Prevailing price of "F" grade RoM Coal

The failure in respect of excessive shortages without any valid/ bonafied reasons may lead to termination of the Contract.

2.8.6 Penalty for non-commencement of supply:

The due date of commencement of supply of beneficiated coal (washed coal) will be advised to the Washery Contractor in the Letter of Intent/ Detailed Order.

On award of contract, the Vendor having “New & Ready to Operate Washery” shall be required to obtain confirmation from SECL that SECL would release Delivery Order of raw coal of GSECL to their Washery for beneficiation and supply of beneficiated coal to GSECL Power Stations. The Contractor shall also have to make the arrangement of Railway Siding for dispatches of coal rakes.

Only after receipt of the confirmation from SECL and finalization of the Railway Siding arrangement, GSECL would allocate raw coal to their Washery for beneficiation. On receipt of the confirmation from SECL and according to the commencement schedule given to the Washery Contractor(s), GSECL will advise the monthly programme of off-taking of ‘F’-Grade RoM Coal from the Korba Coalfields of SECL by the Washery Contractor(s). On issue of the programme by GSECL for the first time after issue of the Letter of Intent/ Detailed Order on the Washery Contractor, the Washery Contractor shall have to arrange to obtain the Delivery Order(s) from SECL for allotment and lifting of ‘F’-Grade RoM Coal and to lift the coal from SECL and shall have to commence the supply of beneficiated (washed) coal within a period of 10 (ten) days from the date of commencement of supply.

In case of failure of the Washery Contractor to obtain the confirmation from SECL for release of the Delivery Order or to make arrangement of Railway Siding for loading of coal rakes or to commence the supply within the stipulated period as stated above, a penalty of Rs. 50,000/- per day for the delayed period would be levied from the Washery Contractor. Moreover, if the Washery Contractor fails to commence the supply within 31 days from the due date of commencement of supply advised to them then GSECL may terminate the Contract forfeiting the Security Deposit, at its sole discretion, with an immediate effect without further notice. In such case, the undelivered coal by defaulted Washery Contractor, if any, shall be returned to GSECL for which the incidental cost shall also be borne by the defaulted Washery Contractor.

2.9 BILLING AND PAYMENT:

- 2.9.1 The Contractor shall raise Power Station-wise monthly invoice for the Chargeable Equivalent RoM Coal Quantity worked out from the beneficiated coal (washed coal) loaded (dispatched) for the month (summation of three lots of the month) at the rates

- accepted in the order and after price adjustments and penalties as applicable based on the quality of coal assessed. The price adjustment shall be applicable in case of allotment of (-) 250 mm crushed coal (as per clause no. 2.9.3 below).
- 2.9.2 Penalty for the shortage at the end of the contract as per clause 2.8.5 shall be recovered after one month from the end of the contract from their last bill.
- 2.9.3 The quoted rates are for (-) 100 mm size crushed coal and if the RoM 'F' grade coal with (-) 250 mm size is allotted then the differential crushing charges of Rs. 20/- PMT shall be paid to the Washery Contractor.
- 2.9.4 If the contract is awarded to the Washery Contractor with the condition that they would retain their own rejects then the Washery Reject credit shall be considered towards the beneficiation charges and the monthly bills for the net beneficiation charges (after deducting the Reject credit) shall be raised by the Contractor.
- 2.9.5 The Contractor shall raise Power Station-wise monthly invoices for the Beneficiation/Washing charges payable for the month after deduction of applicable penalties as stated under clause no. 2.9.1 above. The Service tax shall be indicated separately with the applicable rates and amount. The Invoices along with the documents required for drawl of payments (as per clause No. 2.9.7 below) shall be submitted to the concerned power station.
- 2.9.6 The payment voucher will be prepared by the concerned power station after recovery of Railway Penalties (overloading, under loading charges, etc.), if applicable, as per clause no. 2.11 and any other deductions as per the Contractual terms and the duly audited payment voucher will be sent directly to GM (F&A), GSECL, CO, Vadodara with a copy to Chief Engineer (Fuel), for releasing payments within 30 days after receipt of the monthly invoices.
- 2.9.7 Following documents are to be submitted for drawl of payments.
- a) Invoice of the Contractor showing the quantity of RoM Coal actually lifted in the month, the In-motion Weighbridge Weighment of Washed Coal Rakes at the Loading End for the rakes supplied to TPS during the month with the lot-wise quantities, the Equivalent Quantity of RoM Coal worked out based on the Revised Yield (lot-wise), the Weight Correction (lot-wise), if any; with the applicable penalty deduction on lot basis and monthly basis, if any, as per terms of the order.
 - b) Copy of the Delivery Order(s) issued by SECL against which the RoM Quantity is lifted.
 - c) Weighment sheets of RoM coal at SECL end duly certified by SECL and Washery Contractor.
 - d) Statement of lot-wise Sampling and Analysis Results of the Third Party Agency for the RoM Coal at the Colliery Ends and for the Beneficiated Coal at the Un-Loading End.
 - e) Statement showing Rake-wise Quantity of Washed Coal received at TPS in the month (as per clause no. 2.6 above) and corresponding RR details of the rakes billed for the month.
 - f) The Quality Control details as per clause no. 2.8.5.

- g) Details of reject coal lifted by the Washery Operator for whom the contract for lifting of reject coal is with GSECL shall be provided by the Washery Contractor along with the moisture adjustment, if any, as mentioned under clause no.2.11.8 (c).

The documents/ statements will also be submitted to GSECL in a soft copy.

- 2.9.8 The Power Station and the Washery Contractor shall carry out reconciliation of quantity and quality periodically. The monthly payments will be released within 30 days after receipt of the monthly invoices, however, the payment of the last month of any Quarter shall be released only after joint reconciliation of quantity and quality by the Washery Contractor and the Site Office for that Quarter.

2.10 SECURITY DEPOSIT :

The Contractor shall furnish the security deposit of an amount equivalent to 10% of the order value for one year quantity by way of Bank Guarantee in the format of GSECL (As per Annexure-VI) 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 Contractor for an amount equivalent to 10% of the order value. The Bank Guarantee shall be valid for a period upto six months after the last date of delivery period. The Bank Guarantee with validity, initially for one year, may be accepted by the Purchaser; however, the Bank Guarantee should be renewed time to time before one month from the expiry date.

In addition to the Security Deposit as above, the successful Washery Contractor shall have to submit an Indemnity Bond for the amount of 45 days' quantity of RoM 'F' Grade Coal as per GSECL's proforma on the Stamp Paper of the requisite amount.

2.11 OTHER ARRANGEMENTS:

- 2.11.1 The pre-payment of Railway freight at the booking stations shall be arranged by GSECL.
- 2.11.2 Loading Supervision Contractors in consultation with the Washery Contractors shall arrange to obtain monthly delivery orders for lifting of RoM coal from SECL, as per the advance payment made by GSECL, sanctioning monthly Rail programme, indenting with Railways and placement of empty rakes for loading of washed coal.
- 2.11.3 The Loading Supervision Contractors shall also extend their assistance in allocation of RoM coal as per the monthly delivery orders and supervise the washed coal rakes at the loading end.
- 2.11.4 The Contractor shall ensure that the wagons are not overloaded. In case, if railways charge any penal freight, (excluding normal freight), 80% of penal freight shall be borne by the Washery Contractors.

- 2.11.5 The Contractor shall ensure that while loading of coal at Railway siding, coal is loaded to its permissible carrying limits prescribed by the railways and there should not be any under loading of the coal. In case of under loading of the coal, 66.67% of the idle freight incurred shall be borne by Washery Contractor and 33.33% by Loading Supervision Contractor(s).
- 2.11.6 The Contractor shall ensure despatches of coal in full rake loads and shall comply with all documentation formalities laid down by railways for charging freight on rake load basis only. In the event of failure to comply with the above, if the railways charge freight on wagonload basis, the excess freight so incurred shall be borne by the Washery Contractor.

2.12 MODALITIES AND TERMS AND CONDITIONS FOR WASHERY REJECTS:

The modalities, terms and conditions for handover the Rejects to M/s. ACB (India) Ltd. as stated under clause no. 2.5.13 above.

The Washery Rejects (Coal Rejects), as generated out of the beneficiation process of GSECL Coal by the Washery Contractor, will be collected by M/s. ACB (India) Ltd. - the Washery Reject Contractor (WRC). The WRC shall have to lift the washery rejects as generated from the Washeries without any guarantee on quality and quantity of the Washery Rejects and no complaints will be entertained by GSECL in this regard. The WRC shall lift the rejects from the Washery Contractor(s) of GSECL with the terms and conditions as stated below.

2.12.1 WEIGHMENT OF REJECT COAL:

- a. The weighment of Coal Rejects will be done primarily at the loading point and on electronic weighbridge of the Washery Contractor and the associated computer printouts for the weighment shall be binding upon both the parties viz. Washery Contractor and WRC.
- b. In the absence of weighment of Coal Rejects on electronic weighbridge at the loading end, the weighment of Coal Rejects shall be done at plants of WRC on electronic weighbridge and both the Parties shall accept the associated computer printouts as final for the purpose of billing and payment. The WRC, Washery Contractor and GSECL shall have the right to inspect the weighment of wagons / trucks/ belt conveyors at the other party's end, as the case may be. In respect of un-weighed consignments at the loading point or at the WRC end, the weight of the consignment shall be considered on normative carrying capacity basis of the vehicles used to transport the consignment which shall be accepted as final by the Washery Contractor, WRC and GSECL for the purpose of billing and payment.
- c. The weighbridges at the Washery Contractor's end and WRC's end shall be calibrated in terms of the provisions of the Standards of Weights & Measures Act 1976. The Washery Contractor, WRC and GSECL shall have the right to inspect the calibration of the weighbridges at the other party's end, as the case may be.

2.12.2 SAMPLING AND ANALYSIS OF WASHERY REJECTS:

- a. Joint sampling and analysis of the Coal Rejects and Washed Coal produced by the Washery Contractor shall be carried out on equilibrated basis for the purpose of comparing the Total Moisture content in both the products. In the event the Total Moisture in Coal Rejects is found to be more than the total moisture content in the Washed Coal, then a pro-rata reduction shall be made in the quantity of Coal Rejects supplied to the WRC.
- b. Complaint if any, in respect of the Coal Rejects quality shall be made by the WRC giving specific details of the consignment, to GSECL for remedial action.
- c. The analysis of the joint samples of Washed Coal and Coal Rejects shall be carried out either at the WRC's end or any other mutually agreed Government approved laboratory for which the payment to the sampling and analysis agency shall be made by the WRC.

2.12.3 METHOD OF BOOKING: The Coal Rejects of the Washery Contractor shall be collected by the WRC through the trucks at their own cost. The weight recorded at the weighbridges at the Washery Contractor's end shall be final for the purpose of billing and payment. The WRC shall, however, be entitled to depute his representative to witness the Weighment and to check for the correctness of the weighbridges at the Washery Contractor's end.

2.12.4 OTHER TERMS & CONDITIONS FOR PICKING UP COAL REJECTS OF WASHERY CONTRACTOR BY THE WRC:

- a. The Coal Rejects shall be made available to the WRC round the clock by the Washery Contractor. The Coal Rejects shall be supplied from the dedicated hoppers of the Washery Contractor as mutually agreed upon between the WRC and the Washery Contractor. Since, the beneficiation of coal is a continuous process and washery rejects would be generated continuously, it will be the obligation on the part of WRC to lift the Washery Rejects continuously without any interruption failing which the Washery Contractor may dispose off the washery rejects at the risk and cost of WRC, if reject is not lifted within 24 Hours.
- b. The total moisture content in the Coal Rejects shall not be more than that in the Washed Coal. If the moisture content is more in Coal Rejects, then a pro-rata reduction in weight of Coal Rejects shall be made.
- c. The coal washing plant of the Washery Contractor shall have automatic throughout with only two products i.e. Washed Coal and Coal Rejects.
- d. The capacity of the reject hoppers shall be adequate to hold at least twelve hours of production of Coal Rejects.
- e. All disputes in relation to supply of Coal Rejects shall be referred for decision of GSECL.

- f. All other terms and conditions as may be required to make the arrangement operational shall be mutually decided between the Washery Contractor and the WRC in consultation with GSECL.
- g. It will be the WRC's responsibility to off take the rejects in an environment friendly manner. All issue related to environmental provisions including public grievances (if any) shall be the responsibility of the WRC.

2.13 OTHER TERMS AND CONDITIONS:

- 2.13.1 On award of contract, the Vendor having "New & Ready to Operate Washery" shall be required to obtain confirmation from SECL that SECL would release Delivery Order of raw coal of GSECL to their Washery for beneficiation and supply of beneficiated coal to GSECL Power Stations. Only after receipt of the confirmation from SECL, GSECL would allocate raw coal to their Washery for beneficiation.
- 2.13.2 Railway Siding: It is mandatory for all the Vendors to have their own arrangement of Railway Siding for dispatches of beneficiated (washed) coal to GSECL Power Stations, on award of contract. However, on request of the Vendor, GSECL would issue a comfort letter in their favour to SECL for utilizing SECL Sidings or development of new Railway Siding for dispatches of Washed Coal to GSECL Power Stations.
- 2.13.3 GSECL reserves the right to allocate its Junadih-V Railway Siding at its sole discretion and the allocation would be subject to specific terms and conditions.

2.14 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.

2.15 TERMINATION/ CANCELLATION:

After award of the Contract by GSECL, if the Contractor fails to start the execution of the Contract by the date committed by the Contractor then GSECL reserves the right to cancel the Contract without giving any notice period and without any compensation to the Contractor. In such case, the Security Deposit of the Contractor will be forfeited.

Purchaser would reserve the right to cancel the contract in full or part by giving one month written notice if the performance is not satisfactory in accordance with the contract/ order or in case 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.

2.16 ARBITRATION:

- 2.16.1 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 Contractor in connection with, or arising out of, or relating to the Contract Agreement or the breach, termination or validity hereof, the Purchaser and the Contractor 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.
- 2.16.2 If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 2.16.1, 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 re-enactment thereof.
- 2.16.3 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.
- 2.16.4 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.
- 2.16.5 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.
- 2.16.6 The award rendered in any arbitration commenced hereunder shall be final and binding on the Parties.

2.16.7 Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations hereunder.

2.16.8 The provisions of this Clause no. 2.16 shall survive the termination of the Contract Agreement.

2.16.7 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.

2.17 Execution:

The whole contract is to be executed to the entire satisfaction of the purchaser.

2.18 Contractor's responsibility:

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

2.19 TRANSFER AND SUBLETTING:

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

2.20 ISSUES RELATED TO ENVIRONMENT AUTHORITIES / PUBLIC:

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

2.21 INDEPENDENT CONTRACTOR:

The bidders recognize and agree that the Contractor is not an agent or employee of Purchaser nor any affiliate of Purchaser and that Contractor 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 Contractor may choose, all work in pursuance of commitments hereunder.

2.22 CONTRACTOR'S ACCEPTANCE:

Acknowledgment of the Detailed Order under the Agreement shall constitute Contractor's acknowledgment and acceptance of all provisions herein and all provisions of the Detailed Order.

ANNEXURE- I: TECHNICAL BID FORMAT

Tender Specification No. GSECL/Fuel/Washed coal/2011-12

(This shall form the part of Technical Bid)

(To be submitted on the letter-head of the Bidder)

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:	
5.	Details of Tender Fee: DD No. & date, Issuing Bank	
6.	Details of EMD: i) BG No. no., date, Issuing Bank ii) Valid upto	
7.	Validity of the Bids:	
8.	The location/ details of beneficiation plant with complete address and the connecting Railway Siding	
9.	Details of experience of execution of similar job i.e. beneficiation of coal and supply of washed coal to State Power Generating Companies.	
10.	Details of beneficiation plant viz. Capacity of beneficiation plant, Quantity of beneficiation presently being carried out for the linked consumers and the spare capacity.	
11.	Name of the Railway Siding from where the Bidder shall load the washed coal in case of placement of order	

13	Any other information the bidder may desire to furnish.			
14.	Having examined the above specifications, we hereby offer to undertake beneficiation of raw coal quantity and supply the washed coal to GSECL's Power Stations as per tender specifications:	Quantity of raw coal : in Lakh Mt. per month		

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE-II: SCHEDULE OF DEVIATIONS

Tender Specification No. GSECL/Fuel/Washed coal/2011-12
(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 Specification will be considered acceptable to the Bidder.

Clause No.	Deviation Taken	Justification

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE-III: SCHEDULE OF EXPERIENCE

Tender Specification No. GSECL/Fuel/Washed coal/2011-12

(This shall form the part of Technical Bid)

Sr. No.	F.Y.	Name & address of the Customer	Work order No. & Date	Qty. of Coal Per Annum (in lakh Mt)	
				Raw Coal Lifted	Washed Coal Dispatched By Rail
	2007-08	1. 2. 3. 4.			
	2008-09	1. 2. 3. 4.			
	2009-10	1. 2. 3. 4.			

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE-IV: BID GUARANTEE FORM

REF: Tender No.:
DATE:
BANK GUARANTEE NO

In accordance with invitation of tender for beneficiation of 12.00 Lakh Mt per month of raw coal and supply of beneficiated coal to Power Stations of Gujarat State Electricity Corporation Ltd.

Address

Director (s)

Wish/Wishes to participate in the said bid and as a Bank Guarantee for the sum ofvalid for 120 (One hundred twenty) days is required to be submitted by the tenderer, this Bank, hereby guarantees and undertakes during the above said period to immediately pay on written request by Gujarat State Electricity Corporation Ltd., Vidyut Bhavan, Race Course, Vadodara, Gujarat, India the amount of Rs (Rs Crores only) to the Gujarat State Electricity Corporation Ltd. without any reservations. This guarantee would remain valid up to 16.00 Hrs. I.S.T. (date) and if any further extension to this is required, the same will be extended on receiving instruction from the on whose behalf this guarantee has been issued.

Signature:
Name and code:
Designation:
Seal of the Bank:

ANNEXURE- V:
PRICE BID FORMAT FOR BENEFICIATION (WASHING) OF COAL

Tender Specification No. GSECL/Fuel/Washed coal/2011-12

(This shall form the part of Price Bid)

Sr. No.	Particulars	Price without Service Tax (Rs./Mt.)	Service Tax Applicability		Price with Service Tax (Rs./Mt)
			(%)	(Rs./Mt)	
(a)	(b)	(c)	(d)	(e)	(f)=(c) + (e)
1.	Transportation charges of RoM coal from Collieries to Washery				
2.	Rate for beneficiation of RoM Coal size (-) 100mm and supply of Washed Coal as per the Tender Specification				
3.	Transportation Charges for Washed Coal from Washery to the Railway Siding.				
4.	Pay Loader Charges for loading of Washed Coal in to Railway Wagons				
5.	Price on FOR Loading End basis with 80% Normative Yield	= 1c + 2c + (3c*0.8) + (4c*0.8)			= 1f + 2f + (3f*0.8) + (4f*0.8)

Signature:

State Title (Whether Proprietor / Partner)

Name of the Firm:

Address of the Firm:

Seal of Firm:

ANNEXURE-V(B)
PRICE BID FORMAT FOR WASHERY REJECTS
Tender Specification No. GSECL/Fuel/Washed coal/2011-12
(This shall form the part of Price Bid)

Sr. No.	Particulars	Price (Rs./Mt.)
1.	Rate for retaining washery rejects as generated out of washing of RoM Coal of GSECL at the washery or purchase of washery rejects on FOR Destination basis for delivery of washery rejects by the Washery Contractor as per the terms and conditions specified in the Tender Specification, exclusive of all taxes, duties and statutory levies of the Central/ State Governments.	

Seal of Firm:

Signature:
State Title (Whether Proprietor / Partner)
Name of the Firm:
Address of the Firm:

ANNEXURE - VI: 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 Contractor 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-VII: CONTACT AGREEMENT

This agreement is made at Vadodara the _____ day of _____ in the Christian year Two thousand nine 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 construction of 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 :-

2. The contractors shall do and perform all works and things in this contract mentioned and described or which are imp___ 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 b the contractors as aforesaid the GSECL ___ 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 is provided by the contract.
3. 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 _____ 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

- 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) _____