



THE STATE TRADING CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)

NO. 301 TO 314, 3RD FLOOR, TRADE WORLD, 'C' WING,

KAMALA MILL, SENAPATI BAPAT MARG,

LOWER PAREL (WEST), MUMBAI – 400 013

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**TENDER FOR PROCUREMENT OF 8000 MTS. OF
INDIAN COAL ON F.O.R DESTINATION AT
REFINERY SITE BASIS AT BHARAT OMAN REFINERIES LTD.,
BINA, MADHYA PRADESH, INDIA**

Tender Notice No.: STC/MUM/COAL/BORL/2016-17/02

Dated 28.10.2016

Due / Last Date for Submission of Bid : 04.11.2016 at 15:00 Hrs.

MASTER INDEX

NAME OF WORK : SUPPLY OF INDIAN COAL ON F.O.R. DESTINATION AT REFINERY SITE BASIS, BORL, BINA , DISTRICT-SAGAR, MADHYA PRADESH, INDIA

TENDER No.: STC/MUM/COAL/BORL/2016-17/02

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INTRODUCTION

Bharat Oman Refineries Limited (hereinafter referred to as BORL or Owner) is a company promoted by Bharat Petroleum Corporation Limited, a Fortune 500 Indian Navaratna Oil Company with equity participation from Oman Oil Company S. A. O. C., Oman. BORL is operating a 6 MMTPA Refinery at Bina, District–Sagar, Madhya Pradesh, India, 470124., have requirement of approximately 8,000 MT Indian Coal (hereinafter called as Coal) of specifications mentioned herein, on F.O.R. Refinery site located at Bina, Dist-Sagar. The delivery schedule and timely supply is essence of the contract.

The Scope of Work includes Supply of Coal at BORL Refinery Site as per technical specifications mentioned in the tender document which includes arranging Transportation of Coal from Ex-Mine/Godown to Railway Siding, Handling, Storage, arranging Railway Rakes, Loading, Transportation and Delivery at Refinery Siding at BORL, Bina. All activities for clearing and forwarding of the consignments like co-ordination with Railways and any statutory authorities shall also be part of scope of Supplier. All liaison, coordination at dispatch siding, or with any other statutory agency(ies), Railways, Handling Agents etc. shall also be on the part of Supplier.

The bidder(s) should obtain all necessary and related statutory clearances applicable for supply of Indian Coal against this enquiry from the concerned authorities.

GENERAL INFORMATION

1. The prospective bidders are invited to submit their Bid comprising of Technical & Commercial aspects and Bid Prices for the subject package in-line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereunder in this document.
2. The cost on account of preparation and submission of bid, negotiations, discussions etc., as may be incurred by the Bidder(s) in the process are not reimbursable by STC, and STC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. STC reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder/intending bidder(s) shall have any claim arising out of such action by STC.
4. STC reserves the right to amend / alter / add / delete any provision of this document or of the future contracts arising out of this tender in so far as the same is carried out by its client viz. BORL and no claim on that account shall lie on STC.
5. The Successful bidder(s) should also obtain all necessary clearances and other related statutory requirements etc. as applicable for supply of coal from the concerned authorities, without any additional cost to the STC.

6. Interested Bidder(s) will be required to enter into an Integrity Pact with STC as per prescribed format at **ANNEXURE – II to SPC**. Only those Bidders who sign an Integrity Pact with STC in the prescribed format and submit the same along with other tender documents, shall qualify to participate in the tender process.
7. The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitors (IEMs) appointed by STC for this purpose.
8. The successful bidder(s) may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder(s) will have to enter into contracts as devised by STC to fully protect STC's overall interests and also the interests of BORL.

LETTER INVITING BID

Date : 28.10.2016

To,

M/s _____

SUBJECT:- SUPPLY OF INDIAN COAL ON F.O.R. DESTINATION REFINERY SITE BASIS, BORL, BINA, DISTRICT-SAGAR, MADHYA PRADESH, INDIA

TENDER No.: STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016

Dear Sir,

Bharat Oman Refineries Ltd (BORL) is a Company promoted by **Bharat Petroleum Corporation Ltd.**, a Fortune 500 Indian Navaratna Oil Company, with equity participation from Oman Oil Company S.A.O.C., Oman. BORL is operating a 6 MMTPA grass root Refinery at Bina, District-Sagar, Madhya Pradesh - 470 124, India.

Refer attached enquiry document for **Supply of Indian Coal** at Bharat Oman Refineries Limited, Bina, Dist. Sagar, Pin – 470124 (Madhya Pradesh)

SEALED QUOTATION is invited in two parts bid system as per details below :

1. BRIEF SCOPE OF WORK: -

Supply of Coal at BORL Refinery Site as per technical specifications mentioned in the tender document which includes arranging Transportation of Coal from Ex-Mine/Godown to Railway siding, Handling, Storage, arranging Railway Rakes, Loading, Transportation and Delivery at Refinery Siding at BORL, Bina. All activities for clearing and forwarding of the consignments like coordination with Railways and any statutory authorities shall also be part of scope of Supplier. All liaison, co-ordination at dispatch siding, or any other statutory agency(ies), Railways, Handling agents etc. shall also be on the part of Supplier.

The Supplier should obtain all necessary and related statutory clearances applicable for supply of Coal against this tender enquiry from the concerned statutory authorities.

SALIENT FEATURES OF BIDDING DOCUMENT:

2.1 Earnest Money Deposit (EMD):	INR 10,00,000/- (Indian Rupees Ten Lakhs only)
2.2 Last Date and Time for Submission of Bid : & Opening of Techno-commercial Bids	04.11.2016 at 15.00 HRS (IST) & 04.11.2016 at 15:30 HRS (IST)

- 2.3 Delivery Period : Within 15 days from the PO date or as per instruction mentioned in the Purchase Order.
- 2.4 Tentative Qty. for supply : 8,000 MTs.
- 2.5 Address for Communication with STC : (1) BRANCH MANAGER
The S.T.C. of India Ltd.
NO. 301 TO 314, 3rdFloor, Trade World, 'C' Wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), MUMBAI – 400 013

E-mail: mumbai@stclimited.co.in
Phone No.: 022-24912179

(2) DEPUTY GENERAL MANAGER
The S.T.C. of India Ltd.
NO. 301 TO 314, 3rdFloor, Trade World, 'C' Wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), MUMBAI – 400 013

E-mail: ravijadhav@stclimited.co.in
Phone No.: 022-24919285
- 2.6 Place of receipt of tender : The S.T.C. of India Ltd.
NO. 301 TO 314, 3rdFloor, Trade World, 'C' Wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), MUMBAI – 400 013
- 2.7 Tender Document Fee (Non-Refundable) : Rs. 10,000/- in favour of **The State Trading Corporation of India Limited**, in the form of Demand Draft/ Pay Order / Banker's Cheque payable at Mumbai
3. Validity of the bid : Three (03) months from the due date of tender.
4. Earnest Money Deposit (EMD) shall be paid in favour of **The State Trading Corporation of India Limited**, in the form of Demand Draft / Pay Order / Banker's Cheque payable at Mumbai. No interest shall be payable by STC on EMD amount.

The EMD will be refunded to the unsuccessful bidders within reasonable time after acceptance of award of work and/or after contracting by/with the successful bidder. For successful bidder, EMD would be converted into Security Deposit and shall be refunded upon successful execution of Contract / Order.

The EMD shall be forfeited in case of :

- (i) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder.
- (ii) If the Bidder does not accept the arithmetical correction of its Bid Price.
- (iii) In the case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the acceptance of Letter of Award.
- (iv) In the event Bidder gives any false declaration, misrepresentation.
- (v) In the event bidder indulges in changing/adding or deleting the contents of the tender documents.

5. Bidder is required to submit the Bid in a format outlined below:-

The Bid should be prepared by the Bidder and shall be submitted in two parts viz. PART-I & Part-II in separate sealed envelopes:

- I. PART - I shall comprising of the following documents and should be put in separate sealed envelope named as ENVELOPE NO.1 :
 - a) The Techno-commercial offer shall contain technical specifications and any other technical details bidders would like to inform STC on the subject job.
 - b) Demand Draft/ Pay Order/ Banker's Cheque for Rs.10,000 (INR Ten Thousand only) in favour of The S.T.C. of India Limited payable at Mumbai on account of Tender Document Fee.
 - c) EMD of Rs.10,00,000/- (INR Ten Lakhs) in the form of Demand Draft / Pay Order / Banker's Cheque.
 - d) All documents of the tender duly Signed & Stamped by the bidder on all the pages should be enclosed in Envelope 1.
 - e) PQC documents
 - f) Bidder to submit Un-Priced copy of SOR with an indication "Quoted" or "Not-Quoted" against each SOR item. **Please do not indicate prices in Un-Priced Bid.**
 - g) Technical & Commercial deviations, if any, shall be indicated in EXHIBIT E-1 ONLY and submitted alongwith Techno-Commercial (Un-Priced) Bid.
 - h) Details/Rates of taxes and duties applicable for the offer submitted by the bidder shall be clearly mentioned and submitted with the techno-commercial offer.

- II. PART – II shall comprise of the following documents and should be put in a separate sealed envelope named as ENVELOPE NO. 2:
- a) Schedule of Prices/Rates duly filled and completed in all respects in the format given with the tender document without making any changes in the format and shall be signed & stamped on each page. Bidder shall quote in the prescribed SOR format of the tender only. The quoted price for each item shall be written in figures & words as per the instructions in the tender document. All pages in the priced bid form shall be signed and sealed by the bidder.

Both envelopes i.e. Envelope No. 1 & Envelope No. 2 shall be sealed properly and to be tagged by their number & subject. For illustration following shall be written on the top of Envelope no. 1:

Name of Bidder: _____
Tender No.: STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016
Name of Job: Supply of Indian Coal on F.O.R. Basis
Envelope No.: _____ (Part-I or Part-II as per the bid)

Both envelopes (Envelope no. 1 and Envelope no. 2) shall be put in one large size envelope i.e. Envelope No. 3 and shall be submitted to STC as complete bid superscribing the following on the envelope :

Name of Bidder: _____
Tender No.: STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016
Name of Job: Supply of Indian Coal on F.O.R. Basis

Notes:

- i) Instructions in bidding documents should be strictly followed. No deviation shall be stipulated in Price Part of the Bid. Any condition, mentioned in Price bid by the bidder, shall be treated as null and void and the bid shall be liable for rejection.
- ii) Bidder shall note that price changes against Technical / Commercial clarifications, in line with terms and conditions of Bidding Documents are not allowed, unless otherwise specifically asked for. In case any bidder gives unsolicited revised price/price implications against such clarifications, their bid(s) shall be liable for rejection.

6. PRE QUALIFICATION CRITERIA:

Bidder shall fulfil the following qualification criteria:

6.1 EXPERIENCE CRITERIA

- i. Bidder(s) have to submit a certificate / undertaking on a Rs.100/- Non Judicial Stamp Paper duly Notarised by Notary Public certifying that the company or its sister concern or any of its unit / partnership firms have not been debarred / blacklisted for doing business by Central & State Government Department / Undertakings / Purchase Organizations or STC in the past and also as on date.

- ii. Bidder shall be in the business of supplying coal to consumers in India. Bidder shall submit the company profile, resources & logistic details, company registration details, order copies etc. along with bid.
- iii. Documentary evidence for tie- ups, agreements, lease with mine holder for supplying Coal shall be provided by the bidder along with bid. Source of supply (Mines) & capacity details also to be mentioned.
- iv. Consortium / Joint bids shall not be accepted.

6.2 FINANCIAL CRITERIA

- i. Net-worth of the Bidder during the last financial year shall be positive. Bidder shall furnish audited financial statements of last 03 years.
- ii. Solvency Certificate from Scheduled Bank to be attached.

STC reserve the right to complete the evaluation based on the details furnished without seeking any additional information.

7. Bids completed in all respect should reach our office on or before the Tender Due Date and Time (refer para 2.6 above for address for submission of bids). No extension in the Tender Due Date and Time shall be considered on account of delay in receipt of bidding document by Post / Courier. Bids submitted through Fax / E-mail shall be out rightly rejected. Any bid received after the Tender Due Date and Time is liable to be rejected.
8. The Bidding Document is non-transferable.
9. Bidder is requested to submit 'ACKNOWLEDGEMENT-CUM-INTENT LETTER' immediately on downloading of documents, as per format attached.
10. STC reserves the right to assess Bidder's capability, reliability for the above item to STC's / BORL's full satisfaction. STC also reserves the right to reject or accept quotation without assigning any reason thereof.
11. Bidders are requested to go through the following documents related to this tender document:
 - (a) Instruction to Bidders.
 - (b) Commercial Questionnaire.
 - (c) Technical Specification.
 - (d) Special Purchase Condition.
 - (e) Schedule of Rate.
 - (f) General Purchase Condition.

Thanking You,

Yours Faithfully,

For The S.T.C. of India Limited.

Sd/-

Branch Manager-cum-General Manager

ACKNOWLEDGEMENT-CUM-INTENT LETTER

To,
The Branch Manager
The S.T.C. of India Ltd.
NO. 301 TO 314, 3rd Floor,
Trade World, 'C' Wing,
Kamala Mill, Senapati Bapat Marg,
Lower Parel (West),
MUMBAI – 400 013

SUBJECT:- SUPPLY OF INDIAN COAL FOR DELIVERY AT BINA
REFINERY SITE ON F.O.R. BASIS, BINA , DISTRICT-SAGAR,
MADHYA PRADESH, INDIA

TENDER No.: STC/MUM/COAL/BORL/2016-17/02 Dated 27.10.2016

Dear Sir,

We hereby inform you that we have downloaded the tender documents along with enclosures for subject works and understand that documents downloaded remain property of The S.T.C. of India Ltd. We indicate below our intentions with respect to the Invitation for Bid.

A) We intend to bid as requested for the subject works and furnish following details with respect to our quoting office :

- (i) POSTAL ADDRESS: _____
- (ii) CONTACT PERSON: _____
- (iii) TELEPHONE NUMBER: _____
- (iv) TELEFAX NUMBER: _____

B) We are unable to bid for the reasons given below and we are returning back the complete set of Bidding Document. Reasons for non-submission of Bid :

BIDDER'S NAME : _____
CONTACT PERSON : _____
DESIGNATION : _____
DATE : _____

NOTE: Bidder is requested to furnish the details mentioned at (A) or (B) above, as applicable, immediately within two days from the date of receipt of Bidding Document

(SIGNATURE & SEAL OF BIDDER)

**INSTRUCTIONS TO BIDDERS (ITB)
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- 1.0 INTRODUCTION
- 2.0 BIDDING DOCUMENTS / CLARIFICATION
- 3.0 PREPARATION OF BIDS
- 4.0 EARNEST MONEY DEPOSIT
- 5.0 UNSOLICITED MODIFICATION
- 6.0 COMPLIANCE TO BIDDING DOCUMENT REQUIREMENT
- 7.0 DOCUMENTS COMPRISING THE BID
- 8.0 SUBMISSION OF BID
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- 10.0 EVALUATION OF PRICE BID
- 11.0 RIGHT TO ACCEPT OR REJECT A BID
- 12.0 NEGOTIATION AND AWARD OF WORK
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INSTRUCTION TO BIDDERS (ITB)

1.0 INTRODUCTION

You are invited to submit your bid for supply of coal as per specifications and terms & conditions as detailed in various sections of the Bidding Document.

2.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM

2.1 Bidding Document :

The Bidding Document is issued in paper form and should be submitted after filling rates and amount, duly signed and stamped on each page.

Bidder will not make any changes in original Tender documents. Bid with changes found in original Tender documents if any, will be liable to rejection.

Transfer of Bidding Document is not permissible.

2.2 Clarification Requests by Bidder:

Although the details presented in this Bidding Document consisting of Conditions of Purchase, Scope of Work, Scope of Supply and Technical Specifications have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided are adequate, clearly understood and it includes all documents to enable the bidders for submitting its offer.

Bidder shall examine the Bidding Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification within the cut-off date, prior to the closing bid date.

Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder after award of Contract from performing the work in accordance with the Contract.

2.3 Amendment of Bidding Document:

STC may for any reason whether at its own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period and subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit 'Original' Addendum duly signed and stamped as token of his acceptance.

For Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Addendum issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

2.4 Confidentiality of Document :

Bidder shall treat the Bidding Document and contents thereof as confidential.

2.5 Acknowledgement & Confirmation to bid :

Within 2 (Two) days of downloading of Bidding Document, Bidder shall acknowledge the receipt and confirm his intention to bid for the tendered work as per Performa "Acknowledgment-Cum-Intent Letter" enclosed in Bidding Document.

3.0 PREPARATION OF BIDS :

3.1 Site Visit

Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. STC will be able to assist the bidders for the purpose, if specifically requested by the respective bidders.

On the written request of the Bidder, any of his authorized personnel or agents will be granted permission by STC with a request to BORL to allow them to enter upon their premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify BORL/STC from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

3.2 Cost of Bidding

All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit) if any, shall be to Bidder's account and STC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.3 Arrangement of Bid

The bid shall be neatly arranged, and typewritten on white paper with consecutively numbered pages. It should not contain any terms and conditions, which are not applicable to the bid.

The bid and all details submitted by the Bidder subsequently shall be signed and stamped on each page in token of acceptance by a person, legally authorized to enter into agreement on behalf of the Bidder. Corrections / alterations, if any, shall also be signed by the same person. Bidder shall submit **Power of Attorney in favour of the person who signs the bid and subsequent submissions on behalf of the Bidder.**

4.0 **EARNEST MONEY DEPOSIT**

The bids without requisite EMD and / or EMD not from Scheduled Bank may be not considered and bids of such bidders are liable to be rejected.

EMD shall be paid in favour of **“The State Trading Corporation of India Limited, Mumbai”** in the form of a Demand Draft / Pay Order / Banker's Cheque payable at Mumbai. No interest shall be payable by STC on EMD amount. The said EMD would be converted into Security Deposit in respect of the Successful Bidder. The amount of security money deposited by the successful bidder shall be refunded after expiry of the contract or extended contract as the case may be.

5.0 **UNSOLICITED POST TENDER MODIFICATION**

Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations / exceptions. **Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by STC. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by STC and are required to be withdrawn by him in favour of stipulation of the Bidding Document.** Any unsolicited proposed price change is likely to render the bid liable for rejection.

6.0 **COMPLIANCE TO BIDDING DOCUMENT REQUIREMENT**

6.1 STC expects Bidder's compliance to requirement of Bidding Document without any deviation. **STC reserve the right to reject bid containing exceptions / deviations on the following stipulations / conditions in the tender document.**

- i) Delivery Period
- ii) Scope of Supply / Technical Specifications
- iii) Schedule of Rates / Price Format
- iv) Price reduction due to delay
- v) EMD
- vi) Security Deposit
- vii) Bid Validity

Deviation on other clauses should also be avoided. However, if felt absolutely necessary should be furnished in the techno-commercial bid (and not in Bidding Document or Price Bid) as per **EXHIBIT- E 1. STC shall not take cognizance of any deviation stipulated elsewhere in the bid.** If no deviations are stipulated then the same shall be confirmed as per **EXHIBIT- E 2.** Deviations, if accepted shall be loaded on the quoted price, wherever applicable. In case Bidder stipulate deviations, and there are sufficient bids without any deviation, STC has the right to reject such bid at its absolute discretion and without giving any opportunity for such Bidder to make good such deficiency.

7.0 DOCUMENTS COMPRISING THE BID

Bidder shall arrange his bid in the following order:

7.1 Part I –Techno-Commercial(Un-Priced) Part

'Un-Priced Bid' i.e. Techno-commercial bid shall be complete with all technical and commercial details (other than price) duly filled, signed and stamped essentially containing the following documents shall be submitted.

The Techno-Commercial offer shall contain all technical specifications, and any other technical details bidder would like to inform STC on the subject job. This shall also include the following documents: -

- 1) All documents of tender should be signed & stamped by bidder on all pages and submitted thereafter.
- 2) EMD (Demand Draft / Pay Order / Banker's Cheque) as applicable.
- 3) Bidder to submit Un-Priced copy of SOR with an indication "quoted" or "not-quoted" against each item. **Please do not indicate prices in Un-Priced bid.**
- 4) Technical & Commercial Deviations if any. These shall be indicated in EXHIBIT – E 1 only.
- 5) Details of taxes and duties (in percentage only) applicable for the offer submitted by the bidder shall be clearly mentioned and submitted with the techno-commercial offer.
- 6) Declaration certificate / undertaking on a Rs.100/- Non Judicial Stamp Paper duly Notarised by Notary Public certifying that company or its sister concern or any of its unit/partnership firms have not been debarred / blacklisted for doing business by Central & State Government Department /Undertakings / Purchase Organizations or STC in the past and also as on date.
- 7) Contact details of Vendor duly filled, signed and stamped.
- 8) Any other supporting documents / information in support of the bid.

A copy of Price bid format without filling up the price, but specifically stating as, "quoted" against each item, as a confirmation that the bidder shall be quoting for each item, as per the Price Schedule shall be submitted along with Techno-Commercial offer.

7.2 Part II – Price Part

Priced part shall contain Schedule of Rates / Prices duly filled-in. Rates / Amount must be filled in format of 'Schedule of Rates / Prices' enclosed as part of Bidding Document. If the bid is quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid shall be liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rate' but is

essentially required to complete the work as per Scope of Work, Scope of Supply, Specifications, General Purchase Condition, Special Purchase Condition or any other part of Bidding Document, the quoted rate shall be deemed to be inclusive of cost incurred for such activity.

The rate shall include all expenditures that are likely to be incurred towards mobilization and de-mobilization.

Bidder shall quote rates both **in figures as well as in words**.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. STC shall not take cognizance of any such statement and may at their discretion reject such Price Bids.

8.0 **SUBMISSION OF BID**

Bidders are requested to submit their offer in the format outlined in this tender document. Bidders may take and retain a copy of tender documents for their records. Please submit bid document as per own covering letter notes.

9.0 **BID OPENING**

9.1 The deadline for bid submission is 15.00 Hrs on the due date mentioned. In the event the specified due date of submission being declared a holiday for STC, the bid shall be submitted at the appointed time and location on the next working day.

9.2 **Techno-Commercial Bids (Un-Priced)– Part I**

The Un-Priced Bids (Techno-Commercial Bids) shall be opened first and evaluated.

During evaluation, STC may request Bidder for any clarification on the bid, additional data or documents. Bidder shall submit the same.

The offers of those bidder(s) whose offer meet the Pre-qualification requirements, will only be considered for further evaluation, while those not meeting the Prequalification criterion, will be rejected without any clarification.

9.3 **Price Bids- Part II**

Priced bids of only those bidders, whose bids are considered Techno-commercially acceptable, shall be opened and evaluated.

10.0 **EVALUATION OF PRICE BIDS**

10.1 Price bids of only techno-commercially acceptable bidders meeting the pre-qualification criteria shall be opened. The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate filled by the Bidder in the Schedule of Rates / Prices.

- 10.2 If some discrepancies are found between the RATES in FIGURES and WORDS mentioned in the bid, the rates quoted in words shall be considered as correct and shall be considered for further evaluation on offer.

If some discrepancies are found between the RATES in FIGURES and WORDS and AMOUNT in FIGURES mentioned in the bid, following procedure shall be followed :

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.
- b) When the rate quoted by the bidder in figures and words tally but the amount is incorrect the rate quoted by the bidder shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

10.3 **Bid Evaluation Process to be Confidential**

For price evaluation purpose, STC will determine the evaluated price after deducting the Cenvatable Taxes & Duties available to BORL from the total quoted price.

Information related to examination, clarification, evaluation and comparison of bids and recommendation for award of contract shall not be disclosed to bidder. Any effort by bidder to influence STC's processing of bidding or award decision may result in rejection of such Bidder's bid.

- 10.4 Conditional discount, if offered shall not be considered for evaluation.
- 10.5 Any uncalled for lump sum / percentage or ad-hoc reduction / increase in prices, offered by bidders after submission of the prices shall not be considered for evaluation. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.
- 10.6 The work shall be awarded to a Supplier based on the rates finally accepted by STC.

11.0 **STC's RIGHT TO ACCEPT OR REJECT A BID**

STC reserve the right to accept a bid other than the lowest and to accept any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions by STC shall bear no liability whatsoever consequent upon such decisions.

12.0 **NEGOTIATION AND AWARD OF WORK**

Negotiation

In the opinion of STC, if the total price or certain item rates quoted by the Bidder are considered high, STC may invite the Bidder for price negotiation. Bidder shall attend such negotiation meetings, and if requested by STC, shall provide the

analysis of rates / break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

Award of Work

The Bidder, whose bid is accepted by STC, shall be issued Letter of Acceptance (LoA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LoA.

STC shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards to non-acceptance of their bids, except for refund of EMD to unsuccessful Bidders. STC shall correspond only with the successful Bidder.

13.0 In case of contradiction between Contract / Agreement, General Purchase Conditions, Special Purchase Conditions, Purchase Order with all attachments, Letter of Acceptance (LOA) the following shall prevail in order of precedence:

- a) Agreement on Stamp Paper
- b) Purchase Order along with Statement of Agreed Variations, if any, and its enclosures such as Schedule of Rates.
- c) Letter of Acceptance (LOA) / Letter of Intent
- d) Special Purchase Conditions (SPC)
- e) General Purchase Conditions (GPC)

14.0 **SECURITY DEPOSIT**

The said EMD of Rs. 5 Lacs would be converted into Security Deposit for successful bidder with regards to performance of the Contract. The Security Deposit shall be refunded upon successful execution of Contract / Order. Also upon submission of all related statutory documents to STC.

15.0 **INTEGRITY PACT**

Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annexure- III of SPC), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stclimited.co.in/corporate-commitments/integrity-pact.aspx>

1. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
2. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.

3. Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
4. All sub-contractors/associates whose contribution in the tender is above 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.
5. The Independent External Monitors (IEMs) for this tender shall be Mr. Ashok Sinha and Mr. Kaushlesh K. Sinha. All correspondence to them regarding implementation of IP should be addressed to : Mr (*Name of IEM*), IEM, C/o Chairman & Managing Director, The S.T.C. of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.
6. The contract / agreement to be signed between STC and Successful Bidder will essentially include a clause that Integrity Pact is a part of the contract and both STC and the Bidder(s) are bound by the provisions of the Integrity Pact.

SUB.: EXHIBIT - 'E2' FOR COMPLIANCE TO BID REQUIREMENT

NAME OF BIDDER : M/s

**NAME OF WORK : SUPPLY OF INDIAN COAL FOR DELIVERY AT BINA
REFINERY SITE ON F.O.R. BASIS, BINA, DISTRICT-
SAGAR, MADHYA PRADESH, INDIA.**

BIDDING DOCUMENT No.: STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016

We confirm that our bid complies to the total techno-commercial requirement of Bidding Document without any deviation.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

EXHIBIT - 'E1'

EXCEPTIONS AND DEVIATIONS

SL.NO.	REF OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO	CLAUSE NO.		

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

COMMERCIAL QUESTIONNAIRE

- NOTE: 1. The Bidder shall submit reply to each query.
2. The bidder's reply / confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned else-where in the Bid.

	Query	Bidder's Reply / Confirmation
1.0	Confirm that Earnest Money Deposit (EMD) as per tender documents have been furnished along with bid	
2.0	Confirm that the following documents are submitted with Part I or Part II as applicable and explained in the tender document.	
a)	The bidder has not been blacklisted / debarred or put on holiday list by any Govt. / PSU in India. A declaration Certificate (on a Rs.100/- Non Judicial Stamp Paper duly Notarised) has been furnished by bidder.	
b)	Bidder shall be in the business of supplying coal to consumers in India. (company profile, resources & logistic details, company registration details, order copies etc. has been submitted along with bid)	
c)	Documentary evidence for tie-ups, agreements, lease with mine holder for supplying Coal to be provided by the bidder along with bid. In addition to this, the source of supply (Mines) & capacity details to be mentioned in the techno-commercial offer.	
d)	Consortium / Joint bids shall not be accepted by STC	
e)	Net-worth of the Bidder during the last financial year shall be positive.	
f)	Furnished audited financial statements of last 03 years	
g)	Solvency Certificate from Scheduled Bank is attached.	
h)	Master Index is submitted in the un-priced part along with duly signed and stamped copy of Bidding Documents on each page.	
i)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	
3.0	Confirm that price bid (in original) has been submitted separately in sealed envelope superscripting "Price Bid"	

4.0	Schedule of Rates / Price is submitted	
a)	Price must be filled in the copy of the SOR furnished along with the Bidding Document. Please note that columns of Item No., Description, Unit, Quantity, name of file or worksheet etc. are not to be edited by the bidder	
b)	Confirm that rate / price has been quoted for all items of SOR	
c)	Confirm that deviation / terms and conditions are not mentioned in the price bid. In case any terms and condition is mentioned in the price bid, the same may be treated as null and void.	
d)	Confirm that correction fluid is not used in the price part. (In case any corrections are required, the original writing shall be neatly cut / penned through and rewritten nearby. No overwriting or erasure of original writings by use of white fluid or otherwise is permitted. In case any erasure using White correcting fluid is found, the tender shall be liable to be rejected. All corrections / cutting / alternations shall be signed in full by the bidder with date. Numerical figures shall be written both in figures as well in words.)	
5.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB.	
6.0	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
7.0	Confirm Your compliance to total 'TECHNICAL SPECIFICATION' mentioned in the Bidding Document.	
8.0	Confirm that coal shall be supplied as per standards and specification mentioned in the tender document.	
9.0	Confirm Your acceptance for Delivery Period as mentioned in Bidding Document	
10.0	Confirm that all taxes, duties, as applicable for this work has been quoted as per the tender	
11.0	Confirm that your quoted price includes all types of insurance cost as applicable for successful execution of the job.	
12.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement.	

13.0	Confirm that you have your own QA / QC program for executing this work. In case of award of work, you will submit all QA / QC documents.	
14.0	Details of Mine & Facilities as per Annexure - I to SPC (format is enclosed) has been filled up.	
15.0	Exhibit – E 1 of ITB filled up or declared NIL and E 2 filled up with details.	
16.0	Approval of Railway authority for unloading of all types of Coal shall be obtained as & when required.	

TECHNICAL SPECIFICATION

Coal Specification

1. Analysis:		
Carbon (ADB)	-	43% Min.
Sulphur (ADB)	-	1.0% Max.
Volatile Matter (ADB)	-	30% (Max)
Fixed Carbon (ADB)	-	30% (Min)
Ash (ADB)	-	30% Max.
HardgroveGrindability Index (ADB) -		45 (Min)
Oxygen (ADB)	-	10% Max.
Nitrogen (ADB)	-	2.0% Max.
Hydrogen (ADB)	-	4.0% Max.
Total Moisture (ARB)	-	10% Max.
GCV (ARB)	-	4600 Kcal/Kg Min.
Initial Deformation Temperature	-	1200 ^o C Min.
2. Size:		
Size of Coal	-	100 mm Max.

SPECIAL PURCHASE CONDITIONS (SPC)

1. SCOPE OF SUPPLY / WORK :

Scope of work includes supply of Coal as per technical specification mentioned in tender for delivery at BORL, Refinery site located at Bina, Dist - Sagar, Madhya Pradesh, India. Supplier's scope is broadly mentioned in this tender document, however, the scope shall not be limited to the following only and the Supplier is expected to comply with all requirements and complete all activities related to timely receipt of COAL at BORL Refinery site at Bina.

Supply of Coal at BORL Refinery Site as per technical specifications mentioned in the tender document which includes arranging transportation of Coal from Ex-Mine / Godown to Railway Siding, Handling, Storage, arranging Railway Rakes, Loading, Transportation and Delivery at Refinery Siding at BORL, Bina. All activities for clearing and forwarding of the consignments like co-ordination with Railways and any statutory authorities shall also be part of scope of Supplier. All liaison, coordination at despatch siding, or with other statutory agency(ies), Railways, Handling agents etc. shall also be on the part of Supplier. The Supplier should obtain all necessary and related statutory clearances applicable for supply of Coal against this tender enquiry from the concerned statutory authorities.

All work related to loading and unloading of coal, liaising with Railway, Demurrage Charges, Clearances and Documentation like requisition of Rakes etc. at dispatch Railway siding shall be in Supplier's scope. Supplier shall ensure timely & uninterrupted supply of COAL as instructed by STC / BORL.

Transportation of COAL from dispatch railway siding to BORL Railway siding by Rail. BORL has its own railway siding at Refinery site (Siding code 'BRSM'). COAL shall be supplied by Supplier up to this siding and rakes to be positioned at wagon tippler location in this siding only. Further unloading activities shall be done by BORL.

Unloading operations like operation of wagon tippler, side arm charger and diesel loco & activities like coupling/de-coupling of wagons, railway track change-over & point operations at BORL railway siding are in the scope of BORL. Demurrage charge at unloading location (BORL Railway Siding) is in BORL Scope.

The Supplier shall arrange wagons for supply of coal as per "Research Designs and Standards Organization" (RDSO) approval for Wagon Tippler installation at BORL railway siding only. If the Supplier fails to arrange approved wagons, then the Supplier only shall be responsible for all the demurrages, penalties, liaising with Railways, change of unloading location after consultation with Engineer-In-Charge (EIC) etc. RDSO approved wagon types for BORL wagon tippler installation shall be informed to the Supplier by EIC after placement of LoA.

2. **PAYING AUTHORITY:** THE S.T.C. OF INDIA LIMITED, MUMBAI

3. **TOLERANCE AND LIQUIDATED DAMAGES:**

SINo	Tolerance & Liquidated Damages Particulars	Liquidated damages Rates
3.1	For Sulphur (ADB) greater than 1 %	1.00 % of basic material price for every 0.05 % increase in Sulphur content above 1% fraction prorated.
3.2	For Sulphur (ADB) greater than 2 %	Rejection
3.3	For Ash (ADB) greater than 30 %	1.00 % of basic material price for every 0.10 % increase in Ash content above 30% fraction prorated.
3.4	For Total Moisture (ARB) greater than 10%	1.00 % of basic material price for every 0.10 % increase in Moisture content above 10% fraction pro-rated.
3.5	For GCV (ARB) lower than 4600 Kcal/Kg	1.00% of basic material price for every 20 KCal/Kg decrease in GCV content below 4600 Kcal/Kg fraction pro-rated.
3.6	For GCV (ARB) lower than 4400 Kcal/Kg	Rejection

Note: All Liquidated damages are mutually exclusive and shall be applicable for each criteria mentioned per seriatum above.

Sum payable by way of Liquidated Damages to be considered as reasonable without reference to actual loss.

BORL's independent assayer's quality report (rake sampling at unloading point - BRSM) shall be considered for "tolerance and liquidated damages" clause.

If rejection clause is applicable, then vendor shall bear all the expenses to remove rejected material from BORL site. All jobs for removing rejected material from site shall be in vendor's scope (co-ordinating with railways, placing indent for rakes, material shifting / loading into rakes/trucks, labour etc.).

STC / BORL and Supplier hereby acknowledge and agree that the terms, conditions and amount fixed for Liquidated Damages are reasonable, considering the actual costs that STC / BORL will incur in the event of Supplier's failure to perform its obligations under the contract / purchase order. The amounts of these Liquidated Damages are agreed upon and fixed hereunder by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of such reduction in value or costs that will be actually incurred by STC / BORL in such event but are genuine pre-estimates of the damages which will be suffered by STC / BORL.

4. Quantity for supply

The quantity to be supplied would be 8,000 MTs. **The estimated quantity will be increased to the extent to accommodate Full Rake Load for the last rake to be supplied.**

5. Delivery Period:

Within 15 days from the P.O. date or as per instruction mentioned in the Purchase Order

6. Supplier should submit the original Invoices to 'THE S.T.C. OF INDIA LTD., MUMBAI' for processing of payment :

Supplier has to submit copy of Railway Receipt (RR) to STC immediately after receipt of Coal rakes at Refinery (BRSM) Siding.

BORL is eligible for Cenvat credit of (a) Excise Duty (b) Service tax on Railway freight and (c) Input Tax Rebate on MP VAT. To claim the Cenvat credit benefit / Input Tax Rebate, Supplier shall provide BORL, the appropriate Cenvatable / Vatable Invoice / Document for Excise Duty, MP VAT, Certificate from Railways together with RR for Service tax etc.

7. DETERMINATION OF QUALITY:

- (i) **Sampling** : Dispatch Coal sampling will be carried out by an independent assayer nominated by BORL. The sampling procedure of the surveyor will be informed to the bidder at a later stage and the bidder will have to abide by that procedure.
- (ii) **Analysis** : The representative sample prepared will be analyzed to ascertain conformity of the material to the tendered specifications and results obtained thereof shall be final for all purposes.
- (iii) **Loading Supervision** : BORL will depute authorized representative for loading supervision, to ensure loading and transportation of only approved material and the material shall be loaded into the trucks / rakes only in the presence of our authorized representatives. The lots offered for sampling shall be distinctly marked for proper identification of approved lots.

8. SAMPLING & QUALITY ANALYSIS AND WEIGHMENT :

- (i) Supplier shall be responsible for supply of good quality COAL as per technical specification attached with tender document, which is free from dust, shale, stones, mud tramp metal and wood and large rocks or other hard material, with the potential to cause operational difficulties or damages to the coal unloading, handling and processing equipments of BORL.
- (ii) **Pre-Dispatch Sampling:** Pre-Dispatch Sampling will be carried out by an independent assayer nominated by BORL. The sample shall be drawn from stack / heap at vendor's mine or stock yard before dispatching of first rake. Rake movement shall be started only after acceptance of pre-dispatch sampling report by BORL EIC. Charges payable to the assayer shall be paid directly by BORL to the Assayer.
- (iii) Rake sampling shall be done by BORL independent assayer at the time of loading at vendor's railway siding and at the time of unloading at BRSM.
- (iv) **The results of BORL appointed independent assayer / agency shall be final and binding on Supplier. No dispute whatsoever shall be entertained.**

Note – Supplier shall not deploy BORL nominated independent assayer as their assayer for any BORL Coal supply contract related works during tenure of the contract. Name & details of BORL nominated independent / surveillance assayer for this coal supply contract shall be intimated to the supplier after awarding of LOI. For the sake of clarity, BORL shall, at times, have the right to remove and replace an assayer appointed by it under this Contract.

- v) If required, BORL's appointed independent assayer / agency will do sampling of coal at BORL plant jointly with the Supplier's representative randomly. Analysis shall be done at BORL's appointed independent assayer laboratory and final report shall be shared with the Supplier.
- vi) BORL appointed independent / surveillance assayer shall do sample collection and analysis of COAL as prescribed in latest ASTM or BIS standards.

9. LOADING AND UNLOADING

COAL shall be loaded by Supplier in Railway Wagons at Supplier's stock yard / dispatch railway siding and to be brought to Refinery Railway siding (code- BRSM) by Rakes. Further unloading activities shall be done by BORL through wagon tippler.

10. WEIGHMENT:

- (i) The weight of the COAL (in Metric Tonnes) as recorded at In-Motion Weigh Bridge at BRSM railway siding will be final for all purposes.
- (ii) If tare weight shall not be taken at in-motion weighbridge at Refinery Railway siding after unloading due to restriction from Railways / repair of in-motion weighbridge after weighment of gross weight of loaded coal rakes, then net weight shall be calculated by the difference between gross weight of loaded coal rakes taken at in-motion weighbridge and tare weight mentioned on the Railway Receipt.
- (iii) During shutdown / repair of in-motion weighbridge at BORL Bina Refinery, the actual weight mentioned in RR copy shall be considered for all purposes (including payment). However, the visual volumetric inspection shall be carried by BORL personnel / representative at Refinery railway siding to ensure proper filling / filled up volume of coal wagons, before starting of unloading activities.

11. TERMS OF PAYMENT :

- A. Following payment shall be made within 30 days after receipt of material at BORL site and after receipt of invoice, other cenvatable / vatable documents and subsequent certification by BORL Engineer-In-Charge as per the terms and conditions defined in the tender document.
 - I. 80% basic amount of Coal (excluding taxes and Railway Freight).
 - II. 100% taxes and duties applicable on Coal.
 - III. 100% Railway Freight as per Railway Receipt. However, Service tax on Railway Freight shall be reimbursed only after receipt of Original Service tax certificate issued by Indian Railways.
- B. Balance payment i.e. 20% basic amount of Coal shall be made within 30 days after obtaining and acceptance of quality report (rake sampling at unloading point - BRSM) from independent Assayer nominated by BORL. Payment shall be made on the Coal quantity received at BORL site.

Notes:

- i) All payments to the Supplier shall be made in Indian Rupees.
- ii) Payments shall be released after deducting Penalty, Price Reduction Schedule as applicable as per terms and conditions of the contract.
- iii) No payment will be released by BORL in case of rejection under "tolerance & liquidate damages" clause.

11.1 Payment will be made to the account of the Successful Bidder only after the same is received from BORL, according to the payment terms based on the certification of Engineer-in-Charge of BORL. The payments shall be processed by STC after the conditions listed for such payment have been met, and the Successful Bidder has submitted an Invoice to STC specifying the amount due.

11.2 Bidder shall furnish the details of Bank Account along with the Bid in order to facilitate the release of payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the Bidder shall immediately inform the STC. The Bidder shall hold STC harmless and STC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on the account of any error in the information or change in bank details provided to the STC in the prescribed form without intimation to STC duly acknowledged.

11.3 Also, Successful Bidder shall ensure that every Railway Receipt is prepared with consignee“(Name of Supplier), Cargo A/c BORL”OR as advised by STC.

11.4 An Indemnity Bond indemnifying STC against any loss or shortage of material including losses / shortages incurred during handling, storage, transportation etc.

12. STATUTORY LEVIES

Royalty, Labour Welfare Cess & any other statutory levies at the existing rates shall be included in the price & the same shall be indicated in SOR. The Supplier will be responsible for proper compliance of all statutory laws and rules, as applicable, made there under.

13. TAXES & DUTIES:

13.1. For the purpose of the Contract, it is agreed that the Contract Price shall be including applicable taxes and duties prevailing on the bid due date. All statutory taxes, duties & levies, stamp duty, shall be included in their "Price Schedule" other than Excise Duty, CST / VAT, Railway Freight and Entry Tax. While quoting, the Bidder shall take into account all the rules, regulations & notifications of Government of India, currently in vogue and the quoted price shall be inclusive of cost towards all such things.

13.2. Quoted price shall be firm and fixed during execution of contract except the statutory variation which shall be applicable for payment if rates of Excise Duty and CST/VAT are increased or decreased or / and a new Tax / Duty is introduced, an existing Tax / Duty is abolished, or any change in interpretation or application of any Tax / Duties occurs in the course of the performance of Contract. Statutory variation shall also be applicable on the taxes, duties, cess and levies declared by the Bidder in Annexure to SOR PART-B. Base date for calculation of statutory variation shall be Bid Due Date.

13.3. Sales Tax (CST against Form C / Maharashtra VAT) shall be payable at actual. In case the bidder is exempted from payment of Sales Tax by virtue of SSI or any other means, attested copy of documentary proof for

such exemption shall be enclosed with the bid; otherwise Sales Tax as applicable will be taken for evaluation purpose. Please note that STC will issue only Form "C" for inter-state sales and is not entitled to issue any other forms for concessional sales tax. Bidder shall clearly mention the present applicable rate of Sales Tax (CST against Form C / Maharashtra VAT) in the techno-commercial un-priced bid. If **Maharashtra VAT** is applicable please specifically mention the applicable rate.

- 13.4. **Entry Tax:** The applicable Entry Tax, leviable by the Madhya Pradesh Government on the coal shall be paid directly by BORL to the concerned State Tax Authorities, unless otherwise required by the prevailing Laws / Act / Notification. In the eventuality of Entry tax to be paid directly by the Successful Bidder to the concerned State Tax authorities, the same shall be paid by the Successful Bidder and the amount shall be reimbursed / adjusted by BORL.
- 13.5. Any refunds received by Successful Bidder on any of these accounts from concerned authorities shall be passed on by Successful Bidder to BORL within three (3) working days of receipt of such refunds.
- 13.6. The Bidder and their personnel shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price. Further, except entry tax all taxes, duties and levies payable under subject contract shall be the liability of the successful Bidder. BORL shall be authorized to deduct applicable tax at source from the Successful Bidder's payment becoming due.
- 13.7. **Railway Freight:** Railway freight will be payable as per actuals (i.e. mentioned in Railway Receipt) limited to the quoted charges. However, variation in railway freight tariff, if any, shall be dealt for the purpose of payment / adjustment as follows:

The bidders shall quote Railway Freight prevailing on the bid due date.

For the purpose of calculating the variation in Railway Freight on account of Tariff variation by Railways, the distance from BORL Railway Siding (Siding Code- 'BRSM') shall be worked out based on the quoted Railway Freight and existing Railway Freight Tariff, issued by Ministry of Railways. The Revised Tariff of Railways shall then be applied for such distance worked out and the difference between the quoted Railway Freight and such revised freight shall be worked out. Railway freight will then be payable as per actual limited to such revised Railway Freight.

The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.

Note : Service tax on Railway Freight shall be reimbursed only after receipt of Original Service tax certificate issued by Indian Railways.

13.8. The Successful Bidder has to ensure that there is no under loading of wagons. However, in case of under loading, the charges on proportionate basis shall be recovered from the Successful Bidder's dues. Successful bidder shall provide Credit Note for equivalent amount (RR Quantity minus Received Quantity as recorded at BORL weighbridge). All other charges like Demurrage / Dispatch, Overloading / Under loading charges etc. as applicable for Railways shall be to the account of Successful Bidder. Any delay / detention charges of Rakes at BORL site shall be to the account of BORL.

15. **EVALUATION OF TENDERS** : Tenders received which confirm to Technical Specification, Terms & Conditions will be evaluated based on the 'NET LANDED COST' basis at BORL Bina Refinery. Net Landed Cost shall be arrived after deducting the Cenvatable taxes and duties available to BORL from the total quoted price.
16. **PARALLEL CONTRACT:** STC reserve the right to enter into parallel contracts for procurement of COAL as per technical specification during the currency of the contract. STC also reserve the right to split the tendered quantity among two or more bidders.
17. The Successful Bidder shall not assign or sublet the order or any part thereof or allow any person interested therein in any manner, whatsoever, without prior written permission from STC. Change of constitution of Successful Bidder without prior written approval of STC will also amount to assigning of Agreement and shall entitle STC to terminate the Agreement without prejudice to its other rights under the Bid, Agreement and / or applicable Law.
18. If the Successful Bidder fails to deliver the Supplies / Services, the Bidder shall indemnify STC for all losses / damages suffered by STC. STC shall also be at liberty to avail the Supplies / Services from any other Supplier at risk and cost of the Bidder.
19. The Successful Bidder shall be solely responsible for all the Compliance with applicable laws and regulations in respect of Supplies / Services under this Tender/Bid and/or Agreement to be executed and shall advise STC regarding compliances, if any to be made by STC.
20. The Successful Bidder shall indemnify STC / BORL from and against all actions, suits and proceedings by the third party for the acts/omissions of the Successful Bidder and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which STC / BORL may be liable to pay, incur or sustain as a result of performance or non performance, observance or non observance by the Successful Bidder of any of the terms and conditions of this Tender / Bid and / or the Agreement.
21. Notwithstanding anything contained herein, whenever any claim against the Supplier for the payment of any sum of money arises out of or under the Contract

or the Work or in relation to carrying out the Work, STC shall, at its option and without prejudice to any other rights and entitlements it may have under other Contract Documents, under Applicable Laws or equity, be entitled to recover such sum from the dues payable to the Successful Bidder or by appropriating in part or whole, the Security Deposit of the Supplier, and to sell any Government securities etc. forming part of such security. The Supplier shall pay to STC forthwith on demand, any balance amounts remaining due.

22. All notices under this Tender shall be in writing and in English Language. All notices be served, either by hand delivery or by sending the same by registered / speed post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered / speed post.
23. STC reserves the right to terminate the services / suspend the supplies of any successful bidder if the performance is found not satisfactory in the mid of contract. STC can also engage more than one successful bidder for executing a part of service / supply and this should not become an excuse for non performance.
24. STC / BORL shall have right to visit mines (from where coal shall be supplied to STC / BORL, dispatch railway sidings and suppliers stock yard in India during the tenure of the contract.

25. RESOLUTION OF UNFORESEEN SITUATION

Every care has been taken by STC in preparation of this tender by considering and including various scenario and situation. However, there may arise any unforeseen situation which has not been included in the document. Each bidder is deemed to have authorized STC to consider such situation as and when it arises or is brought to the notice of STC in a suitable manner considering its obligations to BORL.

		ANNEXURE - I to SPC	
		DETAILS OF MINES & FACILITIES	
NAME OF BIDDER:			
Sr .No.	INFORMATION TO BE FURNISHED BY THE BIDDER	CONFIRMATION BY THE BIDDER	
1	Name of the Mine Owner	:	
2	Location of the Mines & its distance to BORL Bina Refinery, Bina	:	
3	Mining Lease No.& Validity	:	
4	Extent of Deposits	:	
5	Mechanical Crushing & Screening facilities (indicate number of crushers & screens with capacities & output per day in MT)	:	
6	Loading arrangements at Mine head	:	
7	Loading Capacity (per day basis)	:	
8	Monthly Supply Capacity as per the existing facilities (in MT)	:	
9	List of Buyers/Quantity/Quality	:	Enclose list
10	Quantity that can be earmarked to BORL per month (in MT)	:	
11	Any other information		Attach sheet

Note: Please furnish addresses, Telephone/Telefax Nos., E-mail & Name of the contract persons of both Mine Office & Registered office and their distances to mines.

FORMAT FOR INTEGRITY PACT (TO BE EXECUTED ON PLAIN PAPER)

TENDER No.: STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 hereinafter referred to as 'STC',

And

....., a company registered under and having its registered office at, hereinafter referred to as **'The Bidder/Contractor'** Preamble STC is an international trading company dealing in purchase, sale, export and import / of various commodities.

STC has invited tenders for purchase of Indian Coal and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders / contractors. In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

(1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. STC will exclude from the process all known prejudiced persons.

(2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Bidder/Contractor

(1).The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
- e. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

(2).The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the

Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, STC shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

(1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

(2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

(1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.

(2) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor

which constitutes corruption, or if STC has substantive suspicion in this regard, STC will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

(1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.

(3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.

(4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

(8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded. If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, STC.

Section 10 – Other provisions

(1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.

(2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

Witness 1 :

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Witness 2 :

Witness 2 :

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Schedule of Rate (SOR) PART - A

Name of Job : SUPPLY OF INDIAN COAL ON F.O.R DESTINATION AT REFINERY
SITE BASIS AT BORL, BINA

TENDER No.: STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016

SN	PARTICULARS	UNIT	RATE (IN FIGURES)	RATE (IN WORDS)
A	Material Price			
1	Coal price including Ex-Mine price including Royalty, Labour welfare Cess all Taxes, Duties, levies, cess and other statutory levies but <u>excluding Excise Duty, Sales Tax / MP VAT</u>	Per MT		
2	Excise Duty @ ____%	Per MT		
3	CST against Form C / MP VAT @ ____%	Per MT		
4	Bidders Margin	Per MT		
5	Subtotal Of Material Price (A1+A2+A3+A4)	Per MT		
B	RAILWAY TRANSPORTATION			
1	Railway Freight including cess and surcharges if any upto BORL Railway Siding (Siding Code-"BRSM"), excluding Service Tax, SBC and KKC	Per MT		
2	Service Tax, SBC and KKC on Railway freight, if any	Per MT		
3	Subtotal of Railway Freight (B1+B2)	Per MT		
C	TOTAL LANDED COAL PRICE (A5+B3)	Per MT		

Notes:

- Quote price shall be based on scope of supply of Coal mentioned in the Bidding Documents. Bidder shall include all taxes, duties, cess and levies which are either liability of BORL, Supplier or Mine Owner except Excise Duty, CST / MP VAT and Entry Tax in their price at Sr. No A1 above for supply of Coal at BORL. In case, any of the taxes, duties, cess and levies happens to the liability of BORL, then BORL shall pay the same to the statutory authorities and deduct the same from the dues payable to the Supplier.

2. Price Variations shall be applicable on the Sr. No A2, A3, B2 and B3 above.
3. Railway freight shall be payable as per actuals, limited to the quoted freight. Besides, variation in railway freight tariff, if any, shall be dealt for the purpose of payment/adjustments, in line with tender conditions. The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.

ANNEXURE TO SOR (PART-B)

BREAK-UP OF MATERIAL PRICE, TAXES AND DUTIES MENTIONED AT SR NO- A1 OF SCHEDULE OF RATE FORMAT

SN	PARTICULARS	UNIT	RATE (IN FIGURES)	RATE (IN WORDS)
1	Ex Mine Price (excl taxes, duties, cess and levies)	Per MT		
2	Royalty	Per MT		
3	Labour Welfare Cess	Per MT		
4	Any other taxes, duties, levies and cess not mentioned above. i) ii) iii) iv)	Per MT or Percentage		
5	Road Freight up to dispatch siding [excluding Service Tax]	Per MT		
6	Service Tax on Road Freight Above @ ____%	Per MT		
7	Unloading at Despatch location Railway siding and loading on to Railway wagons.	Per MT		
8	Service Tax on Unloading / loading activities above @ ____%	Per MT		
9	<u>TOTAL PRICE (SAME AS SR NO- A1 of the SOR)</u>	Per MT		

Notes:

1. Bidders shall provide the break-up of the Coal price quoted at Sr. No A1 of the Schedule of Rate format. The above break-up shall be used to calculate the variations (both upward and downward) in the Coal Price during execution of contract. In case of upward or downward revisions of the prices, the material price quoted at Sr. No A1 shall be suitable adjusted.
2. Statutory variations shall be applicable only on the details furnished by the bidders in the above format.
3. In addition to Sr No A2, A3, B2 and B3 of SOR (PART-A); Price Variations shall also be applicable only on the Sr No 2,3,4,6 and 8 of ANNEXURE TO SOR (PART-B) above.
4. In case of contradiction between price mentioned in SOR- PART-A and Annexure to SOR (PART-B); the details mentioned at SOR- PART-A shall prevail and shall be considered for evaluation and award of contract.

GENERAL PURCHASE CONDITIONS (GPC)

1. PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY

The time and date of delivery of materials as stipulated in the Order shall be deemed to be the essence of the contract. Without prejudice to any other right STC may have under the Agreement, law or equity, in case of delay in execution of the order beyond the date of delivery as stipulated in the Order or any extension sanctioned. STC may at its option:

- i) Accept delayed delivery at prices reduced by a sum equivalent to half per cent (0.5%) of the value of call-on quantity delayed for every week of delay or part there-of, limited to a maximum of 5 % of value of the call-on quantity. Total coal price inclusive of all taxes and duties and railway freight shall be considered for calculation of PRS amount.
- ii) Cancel the order in part or full and purchase such cancelled quantities from else-where on account and at the risk of the Supplier, without prejudice to its right under (i) above in respect of goods delivered.

2. DELAYS DUE TO FORCE MAJEURE

- i) In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by STC / BORL on receipt of application from the Supplier within the stipulated delivery period. Only those causes which depend on Act of God, civil wars and national strikes which have duration of more than seven consecutive calendar days are considered the causes of force majeure. The Supplier must advise STC / BORL by a registered/speed letter duly certified by a local Chamber of Commerce or statutory authorities, the beginning and the end of the cause(s) of delay immediately, but in no case later than within 10 days from the beginning and end of such cause of Force Majeure condition as defined above.
- ii) STC reserves the right to ask Supplier to suspend despatches of the goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond STC / BORL's control.

3. PART ORDER/ REPEAT ORDER

Supplier hereby agrees to accept part order against tender enquiry at STC / BORL's option without any limitation whatsoever and also accept repeat order during a period of **ONE YEAR** after placement of purchase order upto a maximum of the original order quantity, at the same unit prices, terms and conditions. All lump-sum charges, if any, shall be pro-rata on value basis on acceptance of part order.

4. CONTROL REGULATIONS

Supplier warrants that all goods / materials covered by this Order have been produced, sold delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as

applicable from time to time. All laws and regulations required to be incorporated in Agreements by this charter are hereby deemed to be incorporated by this reference, including, the provisions of Industries (Development & Regulations) Act, 1951 and any amendment thereof. STC / BORL disown any responsibility for any irregularity or contravention of any of the statutory regulations in the supply of goods covered by the Order. The Supplier shall ensure compliance with the above and shall indemnify STC / BORL against any actions, damages, cost and expenses of any failure to comply as aforesaid.

5. LIABILITY AGREEMENT

In case where it is necessary for employees or representatives of the Supplier to go upon the premises of BORL, Supplier agrees to assume full responsibility for the proper conduct of such employees / representatives while on said premises and to comply with all applicable Workmen's Compensation Laws and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires Supplier to furnish labour at site, such Supplier's workmen or employees shall under no circumstances be deemed to be STC / BORL's employee and the Supplier shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives may have or make for damages or compensation for anything done or omitted to be done in the course of carrying out the work covered by the Purchase Order, whether arising at STC / BORL's premises or elsewhere and agrees to indemnify STC / BORL against any such claims if made against STC / BORL and all costs of proceedings, suits or actions which STC / BORL may incur, sustain in respect of the same.

6. PATENTS & ROYALTIES

The Supplier shall fully indemnify STC / BORL and users of materials specified herein supplied, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement alleged infringement of any Latter's Patent Registered Design, Trademark or name, copy right or any other protected rights in respect of any materials supplied, or any arrangement, system of method of using fixing, or working used by the Supplier. In the event of any claim, or demand being made or action sought against STC / BORL in respect of any of the aforesaid matter, the Supplier shall be notified thereof immediately and the Supplier shall at his/its own expense with (if necessary) the assistance of STC/BORL (whose all expenses shall be reimbursed by the Supplier) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

7. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

In case the testing and inspection at any stage of Inspectors reveal that the equipment, material and workmanship do not comply with the specification and requirements, the same shall be removed by the Supplier at his/its own expense and risk within the time

allowed by STC / BORL. STC / BORL shall be at liberty to dispose-off such rejected goods in such a manner as he may think appropriate, in the event the Supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by STC/ BORL for such disposal shall be to the account of the Supplier. The freight paid by STC/BORL, if any, on the inward journey of the rejected materials shall be reimbursed by the Supplier to STC / BORL before the rejected materials are removed by the Supplier. The Supplier will have to proceed with the replacement of that equipment without claiming any extra payment if so required by STC / BORL. Extension in delivery period will not be allowed on this account.

8. RECOVERY OF SUMS DUE

All costs, damages, or expenses for which the Supplier becomes liable under this Purchase Order shall be deducted from the sum due or which at any time thereafter may become due from the Supplier. Should this sum be not sufficient to cover the recoverable amount(s), the Supplier shall pay to STC on demand the balance remaining due. Any claim arising out of this order shall be in writing to STC within 3 months from the last dispatch date. Claims received after 3 months will not be entertained.

9. CANCELLATION / TERMINATION

STC reserves the right to cancel the Supply Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Supplier if:

- i) The Supplier fails to deliver goods on time and/or replace the rejected goods promptly.
- ii) The Supplier becomes bankrupt or goes into liquidation.
- iii) The Supplier makes a general assignment for the benefit of creditors.
- iv) A receiver is appointed for any of the property owned by the Supplier.
- v) If the Supplier fails to perform any other obligation(s) under the Contract.
- vi) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Upon receipt of the said cancellation notice, the Supplier shall discontinue all work on the Purchase Order and matters connected with it.

STC in that event will be entitled to procure the requirement in the open market and recover excess payment over the Supplier's agreed price, if any, from the Supplier reserving to itself the right to forfeit the security deposit, if any, placed by the Supplier against the contract.

The Supplier is aware that the said goods are procured by STC as required by BORL for the production and that non- delivery may cause loss of production and consequently loss of profit to STC / BORL. In this event, of STC exercising the option to claim damages for non-delivery other than by way of difference between the market price and the contract price, the Supplier shall pay to STC, fair compensation to be agreed upon between STC and the Supplier.

The provision of this Clause shall not prejudice the right of STC from invoking the provisions of Clause 'Delayed Delivery' as aforesaid.

For the purpose of this Clause:

'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

Termination for Convenience: The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect to have any portion completed and delivered at the Contract terms and prices.

10. **ARBITRATION**

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off of STC against the Supplier or regarding any right, liability, act, omission, or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred for Arbitration as per rules of ICA. The award of the Arbitrator shall be final & binding upon the parties to the dispute.
- b) The award shall be in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall in writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protect thereto under any circumstances whatsoever.
- c) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- d) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross claims of the parties.
- e) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to required one or both the parties to deposit funds in such proportion to meet arbitrators expenses whenever called upon to do so.

- f) The language of the proceedings will be English and the place of proceedings will be Mumbai.

GOVERNING LAWS

The contract/Agreement shall be governed and interpreted in accordance with laws in force in India.

12. JURISDICTION

All action at law or suits arising out of or, in connection with this Purchase Order or the subject matter, thereof shall be instituted in the Court of Competent Jurisdiction situated at Mumbai.

13. **Non-Waiver:** Failure on any occasion of either party to insist upon strict adherence to any of the provisions of the Contract or to enforce any of his rights under the laws specified under Governing Law hereof shall not be construed to be a waiver of such provisions or rights in any manner.
14. **Insurance:** All insurance of material from the Ex-Mine head as foreign origin to till receipt of material at Refinery siding / coal stock pile are in scope of Supplier. In case any insurance claim arises it will be responsibility of the Supplier to settle the same.
15. It is expressly understood and agreed by and between STC and Bidder / Contractor that, STC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Contract and has no ability, obligation or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and general principles of Contract law. Bidder/Contractor expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter-claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this MOU during the validity of the Contract.
16. Bidder nor their subsidiaries/ parent company / sister concern / associated concerns shall participate/bid for the same BORL tender /supply through other PSUs / Organizations. If it is found at a later stage about its association with any other PSU / Organization for participation in the said supply tender of M/s Bharat Oman Refineries Limited (BORL), STC will be within its right to cancel their bid in the tender floated by STC and forfeit the EMD or take whatever action deemed fit to recover the losses caused. Bidder to submit undertaking to that effect as per format given at Annexure – I to GPC.

UNDERTAKING

(To be executed on Rs 100/- stamp paper)

To:

The State Trading Corporation of India Ltd.
NO. 301 TO 314, 3rd Floor,
Trade World, 'C' Wing,
Kamala Mill, Senapati Bapat Marg,
Lower Parel (West),
MUMBAI – 400 013

WE, [insert name and address/registered office of bidder] is participating in tender No. STC/MUM/COAL/BORL/2016-17/02 Dated 28.10.2016], hereby IRREVOCABLY UNDERTAKE as under:-

We have gone through all the terms and conditions in above said tender. We hereby declare that we or our subsidiaries/parent company/sister concern /associated concerns have not been associated with any other PSU/Organisation in any way for participating in the said supply tender Tender No. BR.BINA.TENDER. 2016-17/314 dated 25-Oct-2016 of M/s Bharat Oman Refineries Limited (BORL).

We have clearly understood and accept that in case if it is found at a later stage about our or our subsidiaries/parent company/sister concern / associated concerns has association with any other PSU/Organisation for participation in the said tender of M/s Bharat Oman Refineries Limited (BORL), STC will be within its right to cancel our bid in the tender floated by STC and forfeit the EMD or take whatever action deemed fit to recover the losses caused.

Solemnly affirmed & undertaken on this [_____] day of November 2016.

(Name and Signature of the Applicant)

Place: _____

Date: _____