

**TENDER FOR PROCUREMENT
OF
5.00 MILLION METRIC TONNE (MMT)
OF
IMPORTED STEAM COAL FOR
HPGCL TPSs
AND
JHAJJAR POWER LIMITED, JHAJJAR.**



**The STC of India Limited
Jawahar Vyapar Bhawan
1, Tolstoy Marg
New Delhi - 110001, India
Tel.No. 011 -23462084/2021
Fax: 011 – 23701084, 23701191, 23701123**

Volume – I
(INSTRUCTIONS TO BIDDERS)

Volume– I

(INSTRUCTIONS TO BIDDERS)

1. DEFINITIONS/ABBREVIATIONS:

- i. Purchaser: STC(State Trading Corporation of India Ltd.)/Haryana Power Generation Corporation Ltd. (HPGCL) & Jhajjar Power Limited (JPL).
- ii. Corporation: Haryana Power Generation Corporation Ltd. (HPGCL).
- iii. HPPC: Haryana Power Purchase Centre, Panchkula.
- iv. Utility level HPPC: Utility Level High Powered Purchase Committee headed by Administrative Secretary of Power Department.
- v. State HPPC: High Powered Purchase Committee of State headed by Hon'ble Finance Minister, GoH.
- vi. Firm: The successful bidder on whom the order to be placed by STC
- vii. ICB Bidder: The Firm/Company who has submitted their Bid Proposal in response to the bid invitation.
- viii. Month: A calendar month.
- ix. Day: Calendar day.
- x. Lac MT: Lac Metric Tonne.
- xi. MT: Metric Tonne
- xii. CIF: Cost Insurance Freight.
- xiii. FOB: Free on Board.
- xiv. CERC: Central Electricity Regulatory Commission.
- xv. INR: Indian National Rupee.
- xvi. USD: United State Dollar.
- xvii. IIA: Independent Inspection Agency.
- xviii. NTPC: National Thermal Power Corporation.
- xix. Supplier/ Main Supplier: Firm/ Bidder to whom the contract for import/supply of coal on High Seas Sale basis is awarded.
- xx. Handling Agent: Firm nominated by Main Supplier for carrying out logistics/handling activities for supply of imported steam coal to STC 's client HPGCL TPS & JPL TPS.
- xxi. PTPS: Panipat Thermal Power Station, Panipat.
- xxii. RGTPP: Rajiv Gandhi Thermal Power Plant Khedar, Hisar.
- xxiii. DCRTPP: Deenbandhu Chhotu Ram Thermal Power Project, Yamunanagar.
- xxiv. MGTPP: Mahatma Gandhi Thermal Power Plant, Jhajjar.
- xxv. HPGCL/JPL: HPGCL in case of HPGCL quantity and JPL in case of JPL quantity.
- xxvi. ARB: As Received Basis.
- xxvii. ADB: Air Dried Basis.
- xxviii. LOA: Letter of Acceptance.
- xxix. EMD: Earnest Money Deposit.
- xxx. TPS: Thermal Power Station
- xxxi. Reference Exchange rate: Reference Exchange rate for a day means the RBI reference Rate in INR for USD, as published by Reserve Bank of India
- xxxii. **Contract or Agreement** means the Contract entered into between the Successful Bidder and STC, covering the Scope of work and terms & conditions of contract etc together with all the documents referred to therein

- such Contract or Agreement.
- xxxiii. **Contract Price** means the price to be paid for the performance of the Services, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- xxxiv. **Successful Bidder** means the person(s) whose bid to perform the Contract or Agreement has been accepted by the Owner(STC/HPGCL/JPL) and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful Bidder.
- xxxv. **Government** means the Government of India.
- xxxvi. **Local Currency** means the currency of the Government of India i.e. Indian Rupees.
- xxxvii. **Party** means STC or Bidder, as the case may be, and "Parties" means both of them.
- xxxviii. **Personnel** mean persons hired by the Successful Bidder as employees and assigned to the performance of the Services or any part thereof.
- xxxix. **Services** means the work to be performed by the Successful Bidder pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.
- xl. **MT or Ton or Tonne** means Metric Tonne which is equivalent to 1000 Kg. MMT means Million Metric Tonne.
- xli. **Quarter** - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter.
- xlii. **Language** - English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
- xliii. Reference Exchange rate: Reference Exchange rate for a day means the RBI reference Rate in INR for USD, as published by Reserve Bank of India.
- xliv. **“Coal”** wherever used in these tender documents shall mean and include “Imported Coal”.
- xlv. **Owner** means “HPGCL/JPL”
- xlvi. **Contractor** means “Successful Bidder”
- xlvii. **Seller** means “Successful Bidder”

2. **INSTRUCTIONS:**

- i) Our Client i.e. The Haryana Power Generation Corporation Ltd. (HPGCL) Panchkula, Haryana for its self consumption and on behalf of JPL, Jhajjar have requirement of 50.0 Lac Metric Tonne {20.0 Lac MT ($\pm 15\%$) for HPGCL and 30.0 Lac MT ($\pm 15\%$) for JPL, Jhajjar} Imported Steam Coal in Bulk of **GCV (ADB) 5700 Kcal/Kg** on High Seas Sale (HSS) Basis and thereafter delivery to the respective power stations en-route any Port of Western Coast of India. The coal supplied under this contract will be used at HPGCL TPS i.e. PTPS, Panipat; DCRTTP, Yamunanagar; RGTTP Khedar, Hisar and JPL’s Mahatma Gandhi Thermal Power Plant (2x660 MW), Village Khanpur, Tehsil Matenhail, Dist. Jhajjar, Haryana as per scope of supply on the terms and conditions specified in this tender specification.

- ii) The Bidders are required to submit their bid as per Bid Submission Schedule

stipulated in the Invitation for Bid issued along with the Bidding Documents. The Bidder(s) may arrange to hand deliver the sealed Bid at following address on or before the Bid Receipt date and time and arrange to drop the sealed bid in the Tender Box before bid receipt date and time. Any bid received by Post/Courier/fax/electronic mode, etc will not be entertained.

Bidder should ensure that the tender reaches on or before the specified date and time at the office of SH. ABHISHEK BANSIWAL, **DEPUTY MANAGER, STC OF INDIA LIMITED, JAWAHAR VYAPAR BHAWAN, 1,TOLSTOY MARG, NEW DELHI-110001 Email: abhishekb@stc.gov.in, Mob: 9540835333.**

- iii) The tenders received after the specified date and time will not be considered and no further correspondence will be entertained. STC will retain these documents submitted by the Bidder.
- iv) Bidder's authorized representatives (one person only) may attend the Bid Opening. The Technical Bids (Part-I) will be opened on the due date and the Price Bids (Part-II) of the bidders found eligible on the basis of evaluation of eligibility criteria and techno-commercial bids will be opened at later date, which will be intimated to the qualified bidders.
- v) In case, any date specified for sale/receipt/ opening of tenders happens to be a public holiday, next working day shall be considered for the same. However, time for the activity will remain same as per actual schedule.
- vi) STC may, at its sole discretion, extend the time & date for the submission of the bid documents.

STC reserves the right to modify the documents by issuing amendment/ clarifications. Such amendment(s)/ clarification(s) will be sent by fax/ e-mail to the Bidders. In such an eventuality, if it so arises, STC may allow time to Bidders to modify their offers, if bid has been submitted.
- vii) The bid should be filled in prescribed format only. Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto.
- viii) All information in the bid shall be in English language only. The bid document should be typed or filled in ink. Any cutting/ over-writing in the proposal or in the document must be avoided. If unavoidable, it should be signed by the signatory authorized to sign the tender document.
- ix) After opening of the bids and till finalization, both parties i.e. STC and bidders will not enter into any correspondence except for any clarification/ supplementary information sought by STC.

- x) 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.
- xi) 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 shall have any claim arising out of such action.
- xii) The successful bidder shall have to furnish the Bank Guarantee as per STC's format, letter of undertaking for trust deed as per STC's format at **Annexure-(T1&T-2) and C** respectively.
- xiii) The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for import, shipment, Handling and supply of coal from the concerned authorities, without any additional cost to STC. If required, at the request of the successful bidder, STC at its own discretion will issue necessary letters/documents as is required to fulfill any obligations without any risk or liability to STC.
- xiv) The successful bidder may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder will have to enter into contract as devised by STC to fully protect STC's overall interests and also the interests of HPGCL & JPL.
- xv) In the event of any clarification required by the Bidders, the same should be sought in writing not later than 26.03.2015. Please note STC will not be responsible to respond to any queries sent by bidders after this date.
- xvi) Interested Bidder(s) will be required to enter into an Integrity Pact with STC as per prescribed format at **Annexure-D**. 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.

The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitors (IEMs) appointed by STC for this purpose.

Clarification on Bidding Documents:

A prospective Bidder requiring any clarification to the bidding documents may notify STC in writing by post or by telefax followed by post confirmation in the office of SH. ABHISHEK BANSIWAL, DEPUTY MANAGER, STC OF INDIA LIMITED, JAWAHAR VYAPAR BHAWAN, 1, TOLSTOY MARG, NEW DELHI-110001. Email: abhishekb@stc.gov.in, Mob: 9540835333.

3. SUBMISSION OF DOCUMENTARY PROOF/CREDENTIALS FOR ELIGIBILITY/ QUALIFYING CRITERIA FOR ICB BIDDER:

The Qualifying Requirement for the bidders for this tender shall be as under:

- A. The bidder shall have experience for supply of a minimum of 1.00 MMT of Imported Coal, in any continuous 12 months during last three years reckoned from the last date of bid submission directly or through PSU's to any Power/Cement/Steel/Fertilizer/Industrial utilities. AND

The bidder shall have turnover of more than Rs. 500 crores or in equivalent foreign currency **(RBI Reference rate on 05.03.2015 will be considered for conversion)** in any of the financial years 2012-13 or 2013-14 or the bidder shall have turnover of more than Rs. 375 crores or in equivalent foreign currency **(RBI Reference rate on 05.03.2015 will be considered for conversion)** in the financial year 2014-15 for a period from 01.04.2014 to 31.12.2014.

In support of the aforesaid experience, the Bidders shall furnish:-

- (i) Performance certificate in original from End Users / PSUs as per Annexure-H.
- (ii) Auditor's Certificate in original from their statutory auditors as per Annexure-I.
- (iii) Audited balance sheet/ certified copies of unaudited balance sheet.

- B. The bidder or their associates shall have handled, including port operations and delivery upto destination, a minimum of 1.00 MMT of any dry bulk (solid) commodity like Coal, Fertilizer, Cement, etc. in India, directly or through PSU in any continuous 12 months during the last three years reckoned from the last date of bid submission.

In support of the aforesaid experience, the Bidders shall furnish:-

- (i) Handling Experience certificate in original from the End-User (in case quantity is handled by the bidder) or from the associate(s) who has handled the quantity for the bidder, as per Annexure-J-1/J-2 as applicable.
- (ii) Auditor's Certificate in original from the Statutory Auditors of the bidder (in case quantity handled by the bidder) or Statutory Auditors of their associate (in case quantity is handled by the associate) as per Annexure-K.
- (iii) In the case of bidder submitting the handling experience of their associates, the bidder shall furnish a certified copy of legally executed MOUs/Agreement entered into between the bidder and the associate duly attested by Statutory Auditors of the bidder for specifically the subject tender.

- C. The bidder will quote for 100% of the tendered quantity. The plant wise allocation of the quantity is at the sole discretion of STC/HPGCL/JPL which may vary due to the supply schedule of STC and considering the railway facilities/constraints.

- D. The bidder should not have been blacklisted / banned for participation in any of the power utilities / government / semi government companies / PSUs in India as on the due date of submission of bid. The bidder shall submit an affidavit duly notarized to this effect as per **Annexure-E**. Non-submission of affidavit or submitting false affidavit, if found at any stage, shall render the bidder disqualified and their **EMD /Performance Bank Guarantee** shall be liable to be **forfeited**.
- E. In case the bid is submitted by two firms under a joint venture/consortium, the following requirements shall be complied with:
- i) All partners of the joint venture/consortium shall be liable jointly and severally for discharge of the obligations under the bid and execution of the contract, in case the bid is found to be successful. A copy of the agreement executed among all the partners with relevant clause to this effect shall be submitted along with the bid.
 - ii) All the documents under the bid shall be signed by one of the joint venture/consortium partner who shall be duly authorized by all the partners through a Power of Attorney (**Annexure-F**) to execute the documents on behalf of the joint venture/consortium. In respect of Power of Attorney or any other document executed outside India, it must be first notarized from a local Public Notary and then an apostille is required to be attached to the document by the designated government official of the country if it is a signatory to the Hague Convention on legalization 1961. Thereafter the said document is required to be stamped as per the Indian Stamp Act after its receipt in India. In case of country from which the document emanates is not a party to the aforesaid Hague Convention then the document has to be notarized first and then attested by the Indian Embassy in that country. Stamping requirement remains the same as above.
 - iii) Any one of the partners of joint venture/consortium may fulfill the qualifying criteria at clause (A) or (B) above or both. But, as a consortium they have to fulfill the qualifying criteria both at clause (A) and (B) above. However all partners individually shall fulfill the criteria specified at Clause (D).

The bids of the bidders not meeting any of the above qualifying criteria shall not be considered for evaluation.

- F. The above terms and conditions shall be considered in totality and bids received without complying with the above conditions shall be summarily rejected.
- G. The supply of imported coal against this tender is for HPGCL & JPL's thermal power stations and is having a very critical nature. Hence the bidder shall make himself/itself, well conversant to all the costs/financial exposure involved and all the operational matters involved to supply the imported coal as per the requirement. Neither STC nor its client M/s HPGCL and JPL will be at any point of time be

responsible for any costs incurred by the bidder for fulfillment of the contractual conditions.

- H. STC also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

4. SUBMISSION OF BIDS:

Sealed Bids are to be submitted in original, in envelopes as detailed herein below:

Envelope I –

Earnest Money Deposit/Bid Security of requisite value in the form prescribed in these documents at Clause 11.0 below.

Envelope II –

- i) Certificate regarding No Deviation as per format at Annexure-G.
- ii) Authority Letter /Power of Attorney in favour of authorized Signatory for signing the bid.
- iii) Certificates establishing the experience as required in the tender as per clause 3 Volume – I above (Annexure H, J-1/J-2, & I).
- iv) In the event of a Joint Venture for handling, MOU/Agreement as per clause 3 Volume – I.
- v) Declarations / confirmations as required in the tender like:
 - Affidavit of not being black listed (Annexure-E)
 - Declaration to the effect that, the bidder has not offered its price directly / indirectly through any other name, firm/ corporations in this tender (Annexure-L).
 - Original tender document duly stamped and signed on all pages as a token of acceptance to all terms and conditions.
 - Integrity Pact duly signed as per Annexure D.

Envelope III –

This envelop shall contain the following:

- i) Unconditional Bid Submission Form (Annexure-M)
- ii) Bank Account Details Form (Annexure-N)
- iii) Price Bid (Annexure-O)
- iv) Name of the Handling agent (If any).
- v) Declaration of Overseas Mine (Annexure-P)

5. The above said Envelopes Nos. I, II & III will be kept in an outer envelope, which shall be sealed and super scribed with Bidder's name, Invitation For Bid Reference No., Due date of Opening & EMD / Bid Security details and shall be addressed to following contact person only:

SH. ABHISHEK BANSIWAL
DEPUTY MANAGER
STC OF INDIA LIMITED
JAWAHAR VYAPAR BHAWAN
1,TOLSTOY MARG
NEW DELHI-110001

The technical bids shall be opened on 30.03.2015 at 1500 hrs in the office of STC at above address.

6. BIDDING DOCUMENTS

i) The Bidding documents comprise the following, in addition to Invitation for bid :

- Instructions to Bidders (ITB) - Volume - I
- Conditions of Contract - Volume - II
- Technical Specifications - Volume - III
- Annexures/Formats/Forms - Volume - IV

The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. Each page of the tender shall be numbered consecutively, signed and sealed.

ii) At any time before the scheduled submission of bid, STC may, for any reasons, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bidding documents by amendment/addendum. Also STC, at its discretion, may extend the date for submission and/or opening of the bids. The amendment/response to clarification(s), if any, will be put up for information on www.stc.gov.in, www.tenders.gov.in, www.eprocurement.gov.in and www.haryanaeprocurement.gov.in and will be binding on the bidders.

7. PREPARATION OF BID

- i) Bids are to be submitted complete in all respect with requisite information, Certificates, Annexures and Bid Proposal Sheets. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the person(s) who signs the bids.
- ii) An authorized representative of the Bidder shall sign/initial all pages of the bid. Authority Letter /Power of Attorney in favour of the authorized representative, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder(s) during the full period of its validity, is to be submitted with the Bid.

- iii) For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.

8. LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and STC shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.

9. BID CURRENCY

The bidder(s) shall quote C (FOB Cost), I (Marine Insurance) & F (Ocean Freight) price in US Dollar and for the rest of the scope of work in Indian Rupees.

10. BID FORMS AND PRICE SCHEDULES

The bidder shall complete the Bid Forms and appropriate Price Schedules furnished in bidding documents (Bid Proposal Sheets) as indicated therein.

11. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- i) The bidder shall submit an EMD of INR 50 Crores or in 8.3 Million USD along with its bid in a separate sealed envelope superscribed with EMD/Bid Security details as Envelope I. Any bid not accompanied by an acceptable EMD/Bid Security in a separate sealed Envelope I, superscribed with “EMD details” shall be liable to be rejected by STC as being non-responsive.
- ii) EMD may be submitted in any of the following forms:-
- A crossed Bank Draft/Pay Order/Banker’s Cheque drawn in favour of STC of India Limited, payable at New Delhi from any Scheduled Bank in Public Sector/Private Sector (except cooperative banks) and Scheduled Foreign Banks.
 - An irrevocable and operative Bank Guarantee (BG) as per format enclosed at **Annexure-A** issued by an Indian Nationalized Bank/ Scheduled Bank in Public Sector/Private Sector (except Cooperative or Gramin Banks) and Scheduled Foreign Banks. The bank must have a net-worth of at least Rs. 500 Crore and Capital Adequacy Ratio of 9%.

The BG should be valid for a period of 210 days from the due date of submission of tender. In case BG is issued by a bank outside India, it should be advised and made payable through their Indian Branch/Correspondent Bank in India. The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee.

- iii) While getting the bank guarantee issued, bidders shall ensure compliance to the points mentioned in bank guarantee verification checklist provided at **Annexure-B**. Bidders are required to fill up this checklist and enclose the same along with Bank Guarantee. If the deadline of submission of Bids and the date of Bid opening are extended due to any reason whatsoever, the extent of validity of BG should be taken care of by the Bidder accordingly in order to make the submitted Tender valid.
- iv) Offers without requisite EMD or insufficient EMD shall be summarily rejected.
- v) The EMD shall not bear any interest.
- vi) The EMD of all the bidders will be returned promptly but not until the award of the contract is finalized to the successful bidder on submission and confirmation of Performance Bank Guarantee.

12. FORFEITURE OF EMD/BID SECURITY

The EMD /Bid Security may be forfeited:

- 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 required Contract Performance Guarantee, in accordance with relevant clause of Performance Guarantee (Clause 16 Volume – III).
- 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.
- vi) In the event bidder refuses to accept TPS wise allocation given by STC/HPGCL/JPL.

13. CERTIFICATE REGARDING ACCEPTANCE OF ALL CONDITIONS

- i) No deviation, whatsoever, is permitted by STC, to the provisions of the Bidding Documents. The Bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration.

14. NO DEVIATION/EXCLUSIONS

Bidders to note that No deviations or suggestive bids are allowed from the terms and conditions as specified in this tender document. A certificate to this effect is to be submitted by the bidder(s) as per format prescribed at **Annexure-G**.

15. PERIOD OF VALIDITY OF BID

The Bids shall remain valid for a period of 180 days from the date of submission of Bid. In exceptional circumstances, STC may solicit the Bidder's consent for extension of the Bid validity period. When the validity period is extended by the Bidder, and the validity of the bid security shall also be suitably extended by the Bidder.

16. SIGNATURE ON BIDS:

- i) Bids by Corporations/Companies must be affixed with seal of the corporation/company & duly signed by its President, Secretary or any other person or persons authorized to sign on behalf of the Corporation/Company in the matter through board resolution of the company. The duly attested copy of authorization in the name of person signing tender documents shall be attached with **Envelope-II**.
- ii) Each page of the documents enclosed in Envelop II and Envelope-III of Tender has to be numbered consecutively, signed and sealed. The total number of pages should be mentioned in the upper right corner of the front page of each part.

17. CONCLUSION:

- i) Bids, which are not complete in all respects as stipulated above, will be liable for rejection without any intimation to the bidders. Submission of correct bid proposal is bidder's responsibility and there will be no consideration for errors and omissions on part of the bidders.
- ii) Bids can also be rejected if:-
 - Not submitted in prescribed form
 - Not fulfilling any of the above qualifying conditions.
 - Bids received from a bidder whose past performance or vendor rating is not satisfactory.
 - The bidder who has been blacklisted/debarred by any government organization or semi govt. organization, public sector undertaking, etc.
 - The bidder is not offering the required validity.
 - The bidder is not accepting any conditions in the bid.
 - The Bid with deviations.
 - Any offer for partial/lesser quantity than specified in the tender terms.
 - The bids not in conformity with STC's requirement as per tender terms and conditions.
- iii) STC reserves the right to reject any proposal if:-
 - A material mis-representation is made or discovered, or

- The bidder does not respond to STC asking for supplementary information/ clarifications required for the evaluation of the proposal/ finalization of the bid within the time period as specified by STC.
- iv) The Price Bids of only those bidders will be opened whose offers meet with the Qualifying Requirements and whose Techno-Commercial offers are acceptable to STC.
 - v) STC reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof with prior consent of HPGCL. STC/HPGCL/JPL also reserves the right not to order any quantity against this tender. STC's/HPGCL's/JPL's decision in this regard shall be final and binding to all the bidders.
 - vi) It shall not be binding upon STC to accept the lowest bid. It shall not be obligatory on the part of STC to furnish any information or explanation for the cause of rejection of tender or part of the tender by STC and the same shall be binding to bidders.

18. BID PRICES

- i) For quoting the Bid Prices, the Bidder is expected to take into account the requirements and conditions of the bidding documents. The Bid Prices shall be quoted in **Annexure-O** (Price Bid) given in Volume IV of Bidding Documents.
- ii) The quoted prices are to remain valid during the entire currency of the Agreement /Contract, till the complete execution.
- iii) In the event of any corrections, the same should contain the signature of the authorized signatory signing the bid document.
- iv) All charges should be included in the quoted price and the same should be firm for the entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

19. SYSTEM OF MAKING OFFER AND ITS SUBMISSION

- i) Bids for Supply of Imported Coal in bulk to STC for consumption in HPGCL's Panipat Thermal Power Station (PTPS), Rajiv Gandhi Thermal Power Plant Khedar (RGTPP), Deenbandhu Chhotu Ram Thermal Power Project (DCRTPP) and JPL's Mahatma Gandhi Thermal Power Plant, (MGTPP) Jhajjar are invited in two bids system basis as Technical Bid & Price Bid.
- ii) The bidders shall submit their bids on or before the notified closing date and time fixed for the submission of the tender.

- iii) The first envelope, superscripted as '**Earnest Money Deposit**', shall contain the Earnest Money Deposit as required in the tender.
- iv) The Second envelope superscripted as '**Technical Bid**' shall contain all the documents as elaborated in the bid for technical acceptance and qualification of the bid, excluding Price Bid, duly filled in and signed by the Authorized representative of the Bidder.
- v) The third envelope, superscripted as "**Price Bid**" shall contain the Price Bid as per format (**Annexure-O**) given in Volume – IV of the Tender document.
- vi) The above three envelopes shall be enclosed in an Overall Envelope.
- vii) At the time and date notified for opening of tenders, the first envelope comprising of the Earnest Money Deposit shall be opened. The Envelope Containing Technical bid of only those bidders will be opened who have furnished/ submitted the required Earnest Money Deposit and bids which do not contain Earnest Money Deposit will be rejected outright and Price Bid / Technical Bid Envelope of those bids will not be opened. If any of the bidders indicates the prices in Technical Bid, the bid will be rejected. However the opening of Technical Bid shall not constitute the acceptance of the Bank Guarantee submitted by the bidder and the same shall be subject to verification.
- viii) Only those bidders who fulfill all the qualifying requirements and submitted the requisite EMD will qualify for opening of the price bid.
- ix) The Bidder's Bid and the documents attached thereto shall be considered as part of the Contract Documents.

Bids must be addressed to Sh. Abhishek Bansiwala, **Deputy Manager, STC of India Limited, New Delhi**. The Overall envelope must show on the outside, the name of the Bidder and his address. In addition, the lower left-hand corner of the envelope should indicate the following: "Tender No. STC/HYDRO/IMP COAL/HPGCL/14-15 dated 05.03.2015 for supply of 5.00 MMT of imported coal" **Last date for receipt of Bids is on 30.03.2015 up to 1430 hrs on.**

- x) Bids shall be fully in accordance with the requirement of this document and the Specifications attached thereto. Copies of appropriate specimen forms furnished with the bidding documents shall be used in quoting the prices.
- xi) All information in the bid shall be in English only; erasers and other changes shall be noted over the initials of the person signing the Bid.

- xii) The Bid must contain the name, designation and place of Business of the person with Phone and Fax Nos. of persons making the bid and must be signed and sealed by the Bidder with his usual signature.
- xiii) In case of bids by corporations/companies, the President, Secretary or any other person or persons authorized to bind the Corporation/ Company in the matter, must sign the bids.
- xiv) Each page has to be numbered consecutively and signed.

Any Bid received after the Bid submission Schedule, stipulated in Invitation for Bid shall not be considered.

- xv) Original tender document issued by STC is to be signed on all pages and submitted along with the bid as a token of acceptance of terms and conditions.

20. BID OPENING AND EVALUATION

The Bids shall be opened on the specified date and time at the place mentioned above at clause 5.0 and indicated in the Invitation for Bid, in the presence of Bidder's authorized representative consisting of only one person who choose to attend the opening. Each of the Bidder's authorized representatives who choose to attend the tender opening should strictly behave in a proper and professional manner. Carrying of any mobile phones, cameras or any electronic devices/gadgets is strictly not allowed. In case any of the bidder's authorized representatives behaves in a disorderly fashion or violates the norms prescribed in this clause, STC reserves the right to suitably impose the restriction in any manner including and not restricted to disallowing the said authorized representative to continue in the tender opening. The bids received and accepted will be evaluated by STC to ascertain the technical & commercial responsiveness as per the requirement of the bidding documents and Evaluation Criteria specified in the Bidding Documents. The authorized representative should carry an authorization letter from the company along with an ID proof.

The bid shall be opened in 2 stages. In the first stage, Envelope No. I and Envelope No. II, as mentioned in Clause 4 shall be opened in order of the number. Only those bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be eligible to attend further proceedings of the bid evaluation. In other words those representatives whose bids are found to be incomplete at any stage of bid evaluation may not be allowed to continue in the proceedings.

The bidders found successful in Technical Evaluation shall be notified for opening of the price bids (Envelope-III) and their authorized representatives may attend the price bid opening.

21. PRELIMINARY EXAMINATION OF BID:

- i) STC will examine the Bids to determine whether the same are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- ii) Arithmetical errors, if any, will be rectified on the following basis:
 - If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected and the Bid Security /EMD may be forfeited.
- iii) STC may waive any minor infirmity, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- iv) Prior to the detailed evaluation, STC will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents.
- v) Based on the bid evaluation carried out by the STC the offered CIF price will be evaluated for the Guaranteed Point Values as specified in this tender added together with the applicable Customs Duty at the respective port, Insurance, Inland Handling and Transportation Charges (inclusive of taxes and duties) from the respective port to the Power Station, etc.
- vi) The tender shall be evaluated using Methodology of Modified Composite CERC indexation (CERC, New Delhi order dated 23.12.2013 in respect of Suo Moto Petition No. 308/SM/2013) based on quoted prices considering various indices (for FOB & Ocean Freight) of preceding week, applicable during the current week, as applicable on the 05.03.2015.
- vii) The landed rates will be calculated by converting CIF Price from USD/MT to INR/MT by using exchange rate of USD/INR based on RBI Reference Exchange Rate published by “Reserve Bank of India (RBI)” as on 05.03.2015.

- viii) The final evaluation of the bids shall be based on total landed cost (in INR) as per **ANNEXURE-O** at HPGCL TPS and MGTPP, Jhajjar on the initial quantity of coal i.e. 50.0 Lac Metric Tonne {20.0 Lac MT for HPGCL and 30.0 Lac MT for JPL, Jhajjar} mentioned in bid documents on the day of floating of tender and considering that charges quoted are inclusive of all taxes, duties, etc.
- ix) Any incomplete bids/ non-submission of the required information will not be accepted and such bids shall be summarily rejected.
- x) STC shall have absolute right and discretion to allocate the quantity, plant, etc to any successful bidder keeping in view its obligations towards HPGCL/JPL. STC shall always endeavour to allocate maximum quantity to the successful bidders to the extent of their eligibility but in the process of balancing plant-wise allocated quantities as well as due to operational reasons the overall quantity to any successful bidder may vary over or below their eligibility. The successful bidders shall not object to quantity allocated to other successful bidders and/or refuse to perform the quantity higher than their eligibility.

22. NEGOTIATIONS WITH BIDDER:

After selection of supplier, negotiations, if required, would be held with selected L-1 ICB supplier along with STC to discover best landed cost of imported coal at HPGCL/JPL by High Powered Purchase Committee of State chaired by Hon'ble Minister of Finance, Govt of Haryana. Since the nature of item (imported coal) is critical and vital, STC shall split the order in the ratio of 70:30 of the tendered quantity to L1 and L2 bidder respectively subject to L2 bidder matching the rates of L1 bidder (after negotiation). In case L2 bidder do not agree at the rate of L1 bidder, offer will be made to L3 bidder to match the rates of L1 bidder and 30% of the tendered quantity will be supplied by L3 bidder. In case, L2 bidder and L3 bidder do not agree to match the rates of L1 bidder, the entire quantity will be supplied by L1 bidder. All the bidders, however, shall quote for 100 % quantity.

23. CORRUPT OR FRAUDULENT PRACTICES:

STC requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

- i) defines, for the purposes of this provision, the terms set forth below as follows :
- "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - "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 Purchaser, 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 Purchaser of the benefits of free and open competition;

- ii) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Purchaser.

24. CARTEL FORMATION/POOL RATES

Sometimes a group of bidders quote same rates against a tender enquiry. Such Pool/ Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done, besides, suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable strong actions against such firms. The Corporation may also encourage new firms to get them registered to break the monopolistic attitude of the firms forming cartel.

25. LETTER OF ACCEPTANCE

Prior to the expiry of the period of bid validity, STC will notify the Successful Bidder in writing through Letter of Acceptance (LOA) sent by registered post, or through courier or by telefax, and/or collected by hand that its bid has been accepted. Issuance of Letter of Acceptance (LOA), along with signing of Agreement with the Successful bidder subsequently, as per Clause 21 Volume - III, only will constitute the formation of the contract.

26. PERFORMANCE GUARANTEE

Within Seven (7) working days after receipt of Letter of Acceptance (LOA), the Successful Bidder(s) shall furnish the Performance Guarantee, as detailed at clause 16 of Volume III of bidding documents. Performance Guarantee shall be valid for 3 months beyond the expiry of validity of Agreement.

27. AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by STC or the Bidder shall be taken or executed by the officials authorized for the purpose.

28. OBLIGATIONS OF THE SUCCESSFUL BIDDER

The Successful Bidder(s) shall perform the work and carry out their obligations as per

Scope of Work and terms and conditions defined in the Tender Document or Contract / Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to STC and shall at all times support and safeguard STC's legitimate interests.

In compliance with government guidelines a No Objection Certificate (NOC) is required to be obtained from TRANSCHART (Ministry of Shipping, Government of India). The successful bidder shall provide requisite documents and information as may be required by TRANSCHART for issuing NOC. Cost, if any, charged by TRANSCHART in issuance of NOC and all implications for any delay or refusal in issuance of NOC shall be to the account of the successful bidder.

29. INTEGRITY PACT

Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (**Annexure-D**), 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.stc.gov.in/corporatecommitments/Integrity-pact.aspx>.

- i. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- ii. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- iii. Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- iv. 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.
- v. 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, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.
- vi. 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.

30. INDEMNITY

Without any protests or demur, 'supplier' indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal

cases, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, cost or expenses of whatsoever nature caused to STC on account of 'supplier' / handling agent / omissions / negligence/mistake/ misconduct breach or default and or non fulfillment of terms and conditions of this agreement.

Without any protests or demur ,supplier shall indemnify and save harmless STC, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as ""STC"") from and against any losses, damages, liabilities, interests, demurrage ,fines, penalties, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, and expenses (including reasonable attorneys' fees, insurance) that arise out of or result from any and all claims.

31. DISCLAIMER

“STC may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserves the right to cancel the Tender in totality without assigning any reason at any point of timewith prior consent of HPGCL All information contained in this Tender is issued bona fide.

Volume – II

(Conditions of the Contract)

1. NOTICES

Any notice to be given under the Contract shall be in writing and shall be sent by personal delivery, speed post, telex, telegram, or telefax to such Party i.e. STC or Bidder to the address of the said party.

2. GOVERNING LAWS

The contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

3. TAXES AND DUTIES

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 all levies and duties payable under subject package shall be the liability of the Bidder. STC shall be authorized to deduct applicable tax at source from the Successful Bidder's payment becoming due.

The total Customs Duty shall be reimbursed against documentary evidence in accordance to terms of Payments to the contractor based on the rates of Basic Customs duty, CVD, Cess and surcharge etc. if any at the rates prevailing at the time of receipt of consignment at Indian Port by HPGCL/JPL.

In the event of any variation in structure of duties and/ or concessional duties applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the country of origin of coal imported during performance of the Contract, the successful bidder(s) shall be solely responsible for availing any such concessional duty, if the same becomes due and the impact of the same is beneficial to Owner, irrespective of the fact that whether the successful bidder(s) has considered the same in his bid or not and in case of failure to receive such benefits, the successful bidder(s) shall bear the liability of differential amount for not availing such benefits and the Owner shall make recovery of such amounts from the amounts becoming due to the contractor.

In such an event, the contractor will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty so that such benefit shall be passed on to the Owner, i.e. HPGCL/JPL.

4. COMMENCEMENT OF CONTRACT

Commencement of Services: The Successful Bidder shall begin carrying out the Services immediately after the date, Agreement becomes effective.

5. SUSPENSION OF OBLIGATIONS

The obligation stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 6.0 below or as the result of an Agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Contract/Agreement.

6. FORCE MAJEURE

- i) Notwithstanding the provisions of **clause 14 and 15 of Volume III**, the supplier/handling agent shall not be made liable for any loss or damage due to delay in delivery of the material on order as may result from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, Acts of God, Acts of Civil & Military authority, Fire, Flood, Strike, Freight embargoes, War-risk, Riot and Civil Commotion.
- ii) Whenever the supplier/handling agent is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period along with all necessary evidence, before the expiry of the scheduled date(s) of delivery. In no case, the delivery period shall be extended under this clause, in case the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which delay in the completion of the supply is proved by the supplier/handling agent for circumstances mentioned in this clause.
- iii) In all such cases, HPGCL/JPL shall have the option to accept any portion of the balance material and cancel the order for the rest, provided, that if any material had been manufactured/imported exclusively for the purchaser under this contract, prior to the commencement of the force majeure circumstance, it shall be accepted by the purchaser, and that secondly, the cancellation will be without any liability of HPGCL/JPL for damages caused to the supplier.
- iv) Non-availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

- v) The delay on the part of railways in placement of rakes will not be force majeure act for completing the delivery schedule.
- vi) The decision of HPGCL/JPL in all matters under this clause shall be final and binding on the supplier/handling agent.

7. HANDLING OF DOCUMENTS / CONFIDENTIALITY

All documents, data and specifications etc prepared by the Successful Bidder in connection with the services to be provided by the Successful Bidder shall be property of STC. This stipulation applies to them and shall continue to apply even after the execution of such work(s) under the Contract. As and when required before final acceptance of work or upon termination of the Contract, the aforesaid documents, data and specifications etc. prepared specifically for this engagement (including originals) shall be handed over to STC.

The Successful Bidder shall take all necessary steps to ensure confidential handling of all information received, developed or acquired by them from STC under terms of the Contract or in performance thereof.

The Successful Bidder shall not prepare articles or photographs for publication or speeches about the work and/or plant and installation in which HPGCL/JPL/STC has an interest without prior written consent of STC.

The Successful Bidder shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such works under contract.

8. SUCCESSFUL BIDDER RESPONSIBILITIES

The Successful Bidder shall conduct all Contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, or in accordance with best industry practices.

The Successful Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary for execution of the assignment.

The Successful Bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Successful Bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and

are binding upon the Successful Bidder. The Successful Bidder shall indemnify and hold STC harmless from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Successful Bidder or its personnel and from any illegal use of any resources by the Successful Bidder.

In particular, the Successful Bidder shall provide and employ only such personnel who are skilled and experienced in their respective areas and supervisory staff who are competent to adequately supervise the work at hand.

The Successful Bidder assumes primary responsibility for all the jobs for the execution of the contract in accordance with relevant provisions of this Bidding document.

9. NO WAIVER OF RIGHTS

Neither the inspection by STC/HPGCL/JPL or any of their agents nor any order by STC/HPGCL/JPL for payment of money or any payment for or acceptance of, the whole or any part of the Works by STC/ HPGCL/JPL, nor any extension of time, nor any possession taken by STC/ HPGCL/JPL shall operate as a waiver of any provision of the Contract, or of any power reserved to STC/ HPGCL/JPL, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

10. CERTIFICATE NOT TO AFFECT RIGHT OF STC AND LIABILITY OF SUCCESSFUL BIDDER

Neither the payment made by STC nor any extension of time for execution of the Works granted by STC shall affect or prejudice the rights of STC against the Successful Bidder or relieve the Successful Bidder of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or as discharge of the liability of the Successful Bidder for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify STC, nor the acceptance by them of any sum paid affect or prejudice the rights of the Successful Bidder against STC.

11. GRAFTS, COMMISSIONS, GIFTS ETC

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Successful Bidder or their partner, agent, officers, director, employee or servant or any one on their behalf in relation to the obtaining or to the execution of this or any other Contract with STC, shall, in addition to any criminal liability which it may incur, subject the Successful Bidder to the cancellation of this and all other contracts and also to payment of any loss or damage to STC resulting from any such cancellation. STC shall then be entitled to deduct the amount so payable from any monies otherwise due to the Successful Bidder under the Contract.

12. SCOPE OF SUPPLY

Bidders participating in ICB shall declare the coal mine(s) (**mentioning quality & quantity of coal available**) outside India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents (**Annexure-P**) along with their bids. Bidders participating in ICB shall provide sufficient number of coal mines so that bidder is able to supply imported steam coal from these mines for entire period of contract. The successful Bidder shall not be allowed to change the coal mine during the execution of the contract.

The Successful Bidder shall supply 50.0 Lac Metric Tonne to STC {20.0 Lac MT($\pm 15\%$) for HPGCL and 30.0 Lac MT ($\pm 15\%$) for JPL, Jhajjar} steam coal in bulk en-route any port of Western Coast of India on CIF basis sourced from identified mine(s) as declared by him, Completing formalities for high seas sale agreement, custom clearance, arranging vessels, stevedoring, insurance (marine and inland), handling, storage, port clearance, arranging railway rakes, loading, transportation and delivery at HPGCL TPS i.e. PTPS, Panipat; DCRTTP, Yamunanagar; RGTPP Khedar, Hisar and JPL's Mahatma Gandhi Thermal Power Plant, Village Khanpur, Tehsil Matenhail, Distt. Jhajjar, Haryana of Jhajjar Power Limited. All other activities for clearing and forwarding of the consignments like custom clearance, coordination with Port, Railways, any statutory authorities, etc. shall also be in the scope of work of Supplier.

The arrangement for unloading of coal from railway wagons at Power Station end shall be made by PTPS, DCRTTP & RGTPP Thermal Power Stations of HPGCL for HPGCL quantity and by Mahatma Gandhi Thermal Power Plant of JPL for JPL quantity. The tentative quantity to be supplied to various TPS is as under:

Purchaser	Thermal Power Plant	Quantity Required ($\pm 15\%$) in Lac MT
HPGCL	PTPS	6
	DCRTTP	4
	RGTPP	10
JPL, Jhajjar	MGTPP	30

Quantity in contract can be increased/ decreased (up-to 15%) at the sole discretion of the HPGCL/STC for HPGCL quantity and (up-to 15%) at the sole discretion of the STC/JPL for JPL quantity.

Successful bidder will nominate their Handling Agent, having sufficient experience in the field of handling such type jobs for handling activities to be carried out for transportation of imported coal from Discharge Port to the HPGCL TPS and Mahatma Gandhi Thermal Power Plant of JPL, for handling of coal after completion of High Seas Sale agreement / formalities and accordingly STC, HPGCL/JPL will issue separate orders as under:-

i) Purchase order on Successful bidder by STC for purchase of imported steam coal on CIF basis.

and

ii) Work order for inland handling activities on the agency as nominated by the successful ICB bidder (Principals) by HPGCL/JPL.

For work order for inland handling activities, a **tripartite agreement** will be signed between HPGCL/JPL, STC and handling agent nominated by successful bidder.

However, the overall responsibility for any loss, delay, completion of statutory formalities including custom clearance etc. till the arrival of imported coal at destination of HPGCL TPS and MGTPP, Jhajjar shall rest with the Supplier on whom the contract for import/supply of coal on CIF basis is awarded and any liability arising out of non- supply of imported steam coal to HPGCL TPS and Mahatma Gandhi Thermal Power Plant of JPL shall be to the account of successful bidder.

The Successful bidder and handling agent shall have to arrange for requisite plots/area at port for storage of imported steam coal procured by HPGCL / JPL. The Successful bidder and handling agent shall be responsible and liable for all berthing delays arising out of non-availability of adequate plots at port or port congestion. STC/HPGCL/JPL in no circumstances shall be responsible for such delay and/or be liable for any claim on such account. Also Successful ICB bidder shall not hold STC/HPGCL/JPL responsible for any berthing delays under any circumstances.

13. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

14. SUSPENSION OF WORK

STC reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract.

STC reserves the right to cancel/ terminate the contract in full or part in case at a later stage during pendency of contract it is found that firm/ bidder had made a material misrepresentation while submitting the bid and in that case Performance Bank Guarantee submitted by the firm/ bidder shall also be forfeited/ en-cashed and the firm/ bidder shall be liable for blacklisting.

STC reserves the right to cancel the contract in full or part by written notice of 15 days if the performance is not satisfactory in accordance with the contract/ order in opinion of STC or the contract is found uneconomical to STC. STC also reserves the right to terminate/ cancel the order by giving 15 days written notice without assigning any reason thereof. In case any vessel is in transit after nomination it will be exempted from the notice of termination.

15. DEFENSE OF SUITS

If any action in court is brought against STC and / or HPGCL/JPL for the failure or neglect on the part of the Successful Bidder to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Successful Bidder, their agents, representatives or their Sub Contractors, Suppliers or employees, the Successful Bidder shall in all such cases indemnify and keep STC and/or HPGCL/JPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

16. JURISDICTION

The applicants hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

Volume – III
(Technical Specifications)

Terms & Conditions:

1. QUANTITY:

- i) Supplier shall arrange vessels of suitable sizes to deliver a total quantity of 20.0 Lac MT imported steam coal over a period of eighteen (18) months to HPGCL TPS with a following tentative delivery schedule:-

S. No.	Month	Quantity
1.	April, 2015 to November, 2015	1.20 Lac MT per month
2.	December, 2015 to September, 2016	1.04 Lac MT per month
Minimum quantity per month= 80,000 MT Maximum quantity per month= 1,50,000 MT However, ibid minimum and maximum quantity is tentative and may change depending on running of HPGCL Units at sole discretion of HPGCL		

STC reserves the right to divert supply of this coal (whole or part of contracted quantity) to any of its thermal power station with prior intimation to the supplier.

- ii) Supplier shall arrange vessels of suitable sizes to deliver a total quantity of 30.0 Lac MT imported steam coal over a period of eighteen (18) months to JPL, Jhajjar with a following tentative delivery schedule:-

S. No.	Month	Quantity
1	April, 2015 to September, 2016	1.66 Lac MT per month
Minimum quantity per month= 1,15,000 MT Maximum quantity per month= 2,30,000 MT However, ibid minimum and maximum quantity is tentative and may change depending on running of JPL Units at sole discretion of JPL		

- iii) Quantity in contract can be increased/ decreased (up-to 15%) on the same rates, terms & conditions, etc. at the sole discretion of the STC within the contract period only and STC will intimate the supplier about the same at least 2 months in advance prior to the expiry of contract period. STC may also change the delivery schedule at its sole discretion by intimating the supplier one month in advance. The first consignment shall be shipped within 30 days from the date of issue of LOA by STC so as to meet the delivery schedule.

2. PERIOD OF CONTRACT:

The contract period shall come into force w.e.f. the date of issue of LOA and shall remain in force for a period of 18 months which can be further extended for 6 months on sole discretion of STC. Further, if mutually agreed, contract can be extended further for

another 6 months if there remains left over quantity including additional quantity ($\pm 15\%$) otherwise the left over quantity will get lapsed and the contract will be closed after expiry of contract period.

3. TECHNICAL SPECIFICATIONS OF Coal:

The quality of the contracted Imported Steam Coal will be as per specifications given below:-

S. No.	Parameter/s	Engg. Unit	Range	Guaranteed	Rejection
1.	Total Moisture (ARB)	%	Upto 32%	25%	> 32
2.	Ash (ADB)	%	Upto 20% max	15%	> 20
3.	Sulphur (ADB)	%	Upto 1.0% max	0.9%	> 1.0
4.	Gross Calorific Value (ADB)	Kcal/Kg.	5300-5800	5700	< 5300
5.	Size (in mm)	% by weight	0-50 mm	> 50 mm size quantity should not be more than 20% and <2.36 mm size quantity should not be more than 25%	> 50 mm size quantity is more than 20% and/or <2.36 mm size quantity is more than 25%
6.	Fixed Carbon (ADB)	%	30-50% Typical	-	
7.	Volatile Matter (ADB)	%	25-45%	-	
8.	HGI	-	45-60	-	
9.	Ash Fusion Temp. IDT/ HT/ FT	°C	1100+ 1200+ 1250+	- - -	

Note:

- No bonus shall be payable for any parameter better than guaranteed one as listed above.
- Supplier shall not load the coal from load port having any of the above mentioned nine (9) parameters beyond acceptable range.
- Quality adjustment of Imported coal on Technical parameters from Sr. 1 to 5 will be done as per Clause for 'Adjustment for Quality Variations of Coal'.

- Imported coal rake having any three or more technical parameters mentioned at Sr. no. 1 to 5 of above table falling in rejection range shall be outrightly rejected notwithstanding the fact that same is unloaded and its coal consumed. The rejected coal so received shall not be returned for which no payment shall be made after having ascertained the limits required for rejection from the test results submitted by HPGCL/JPL laboratory for technical parameter mentioned at Sr. no. 1 & 5 and nominated laboratory for technical parameters mentioned at Sr. no. 2 to 4.
- The imported coal shall be got tested at load port and discharge port by Successful Bidder. The coal specification should be complied with the guaranteed parameters indicated above and should be within the permissible range indicated above.
- If in any two different vessels, the imported coal specifications after testing at discharge port(s) are reported outside the permissible range of any/ all of Parameters, as indicated above, then STC/HPGCL/JPL may terminate the contract agreement.

4. CONTRACT PRICE:

4.1 Contract Price shall be consisting of following components:-

Contract Price = Variable Cost, Insurance & Freight (CIF) Price + Fixed Costs + Other Charges

i)

- For Variable Cost, Insurance & Freight Component (CIF) quoted in USD per Metric tonne, the prices shall be arrived at based on the concept & formula for re-fixation of price which includes FOB price and Ocean freight with Modified Composite CERC methodology of indexation (CERC, New Delhi order dated 23.12.2013 in respect of Suo Moto Petition No. 308/SM/2013). Cost & Freight shall be converted to Indian Rupees on the basis of RBI reference rate on date of Bill of lading subject to maximum ceiling. However, Insurance i.e. Marine Insurance quoted in USD/MT shall be converted into INR/MT on the basis of RBI reference rate on date of Bill of lading subject to maximum ceiling and will be paid as per actual subject to ceiling of maximum quoted in the bid. Exchange loss, if any will be to the account of successful bidder.
- The Supplier shall acknowledge & accept that 10% upper capping limit shall be applicable throughout the term of the contract on (i) Variable Cost for CIF price in USD/MT with reference to quoted USD/MT rates (ii) on US Dollar/INR exchange rate.
- The payments shall be made by HPGCL/ JPL, Jhajjar to STC in Indian Rupees only. The variable CIF Price (in USD/ MT) will be calculated in Rupees, by applying the USD to INR exchange rate based on RBI Reference Exchange Rate published by “Reserve Bank of India (RBI)” as on date of bill of lading.

Reference Exchange Rate for a day means the RBI Reference rate in Indian Rupees for US Dollars, as published by Reserve bank of India or if such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such Day for which such published rate is available.

Similarly, STC will pay the successful bidder equivalent amount of USD/INR on prevailing rate limiting to the total amount as received by STC from HPGCL/JPL as mentioned above. Any FOREX loss regarding the same shall be borne by the successful bidder.

- ii) Fixed Costs quoted in INR per Metric Tonne which shall remain fixed throughout the contract are as under:
 - a) Stevedoring, handling, clearing & forwarding charges.
 - b) Service Charges.
- iii) Other Charges quoted in INR per Metric Tonne are detailed as under:-
 - a) Custom/Stamp Duty
 - b) Railway Freight
 - c) Port Charges Statutory taxes, duties if any
 - d) Inland Insurance Charges

Note: - It shall be the sole responsibility of Supplier or their Handling Agent to arrange for the insurance of imported steam coal during storage at Discharge Port and transportation from Discharge Port to HPGCL TPS and MGTTPP, Jhajjar.

- 4.2** The CIF prices of Imported Steam Coal are to be quoted in three components (i) FOB Price (A3), (ii) Ocean Freight up to the respective designated Discharge Ports (B3) and (iii) Marine Insurance(C), strictly as per **Annex- O** of Part-II of Bids.

$$\text{Quoted CIF Price (USD/MT)} = A3 + B3 + C$$

Where, A3 = Quoted FOB Price in ICB tender (USD/MT)

B3 = Quoted Ocean Freight in ICB tender (USD/MT)

C = Quoted Marine Insurance in ICB tender (USD/MT)

- 4.3** The FOB Price and Ocean Freight Components in variable price quoted in USD shall be calculated as per under-mentioned Methodology of Modified Composite CERC indexation (CERC, New Delhi order dated 23.12.2013 in respect of Suo Moto Petition No. 308/SM/2013) for payment purpose. However, Marine Insurance quoted in USD/MT shall be converted into INR/MT as on date of Bill of lading and will be paid as per actual subject to ceiling of maximum quoted in the bid.

- i) The CIF Price (Cost, Insurance & Freight) for payment = A + B + C

Where:

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

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

C = Marine Insurance (USD/MT)

- ii) FOB Price: FOB Price (A) will be worked out for the actual date of Bill of Lading of the vessel as per the formula:

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

Where:

A1: Base Index value in USD per MT calculated from the indices of Platts Indo Coal index for 5000 Kcal/Kg GAR, Argus ICI3 Index for 5000 Kcal/Kg GAR, Richard Bay API4 for GCV 6000 Kcal/Kg NCV, Global Coal New Castle for GCV 6000 Kcal/Kg NCV, with weightage 25:25:25:25. In respect of Richard Bay API4, Global Coal New Castle & Argus ICI3 Index, the indices as published in preceding week (Saturday to Friday) to the Base date (i.e. 05.03.2015) shall be considered and in respect of Platts Indo Coal Index, Daily 90 day Prices published on Friday preceding **to the Base Date (05.03.2015) shall be considered.**

A1 will remain constant for the entire duration of the Contract.

A2: Current Index value in USD per MT calculated from the indices of Platts Indo Coal index for 5000 Kcal/Kg GAR, Argus ICI3 Index for 5000 Kcal/Kg GAR, Richard Bay API4 for GCV 6000 Kcal/Kg NCV, Global Coal New Castle for GCV 6000 Kcal/Kg NCV, with weightage 25:25:25:25. In respect of Richard Bay API4, Global Coal New Castle & Argus ICI3 Index, the indices as published in preceding week (Saturday to Friday) to the date of Bill of lading of Vessel shall be considered and in respect of Platts Indo Coal Index, Daily 90 day Prices published on Friday preceding to the **date of Bill of Lading of the vessel shall be considered.**

A3: FOB component quoted in the ICB Tender.

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

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

Where:

B1: Base Index as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Warf, as per Clarkson Research Publication corresponding to the Friday of the week preceding the Base Date (05.03.2015).

B1 will remain constant for the entire duration of the Contract.

B2: Current Index as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Warf, as per Clarkson Research Publication corresponding to the Friday of the week preceding the date of Bill of Lading of the vessel.

B3: Ocean Freight component quoted in the ICB Tender.

iv) If the delivery period is extended beyond the scheduled contract period due to reasons attributable to 'Supplier', the capping of CIF coal price shall apply as per

applicability on the last day of scheduled delivery period during extended period. However, in case of the CIF price during the extended period is lower than the ceiling price, the lower price as calculated above shall be applicable. Similarly, the Foreign Exchange Rate corresponding to the actual Bill of Lading date, (B/L) of the vessel or the FE Rate corresponding to the last day of the scheduled delivery, whichever is lower shall be applicable for working out the CIF Price in Rs. /MT. Accordingly, the CIF Price for the purpose of payment shall be determined as A+B+C i.e. the sum of FOB Price, Ocean Freight and Marine Insurance.

- 4.4** The Successful Bidder shall issue a certificate as per **Annexure-Q** for the CIF Price applicable for the particular vessel arrived at, based on the date of Bill of Lading of the vessel and port of discharge; which is verifiable by the Purchaser.
- 4.5** The prices should be quoted considering Ports facilities to handle the materials and are to include all charges/cost but not limited to, levies, wharfage, shunting, trimming, tallying, other charges and cost of production or preservation of the materials, Dock and Harbor dues; port rates, export taxes or other fees or charges, if any, levied because of exportation from the country of origin. The price shall be inclusive of all charges/costs of Loading Port, freight for carriage of imported steam coal from Load Port to any Discharge Port, insurance coverage upto coal stockyard at TPS and any other charges applicable at port of loading and from loading of coal till receipt of coal at TPS.
- 4.6** The price shall also be inclusive of all the port charges related to the vessel at the port of discharge and other incidental expenses such as tonnage dues, light dues, harbor dues, other taxes and charges which are customarily payable for the vessel.
- 4.7** The prices stated above are also to include all rights (if any) of patent; registered design or trademark and the Seller shall indemnify the Purchaser against all claims in respect of the same.

The payments shall be made by STC to successful bidder in USD/INR as and when received from its client HPGCL and JPL (in INR).

- 4.8** After receipt of the load port documents of any vessel by STC, High Seas Sale Agreement will be executed as per format given in **Annexure-R** for the vessel indicating the quality, quantity of the coal and High Seas Sale rate, which will be worked out from the unit CIF rate payable for the vessel as per the Contract, Reference Exchange Rate applicable for the vessel and after adjustment for the quality of coal. This HSS rate would deem included any High Seas Sale commission applicable for the vessel. The Seller shall undertake to bear any difference in the amount of custom duty payable over the HSS rate or as assessed by the custom due to any reason.

4.9 The price per metric tonne paid by STC for coal delivered under the Agreement includes all sums to be borne by the Seller for all taxes of every nature, which are assessed or may be assessed as a result of the sale of coal pursuant to the Agreement. Seller's acceptance to the amount paid by STC for coal delivered under the Agreement shall constitute full and final settlement of any and all claims by Seller for costs or expenses incurred or paid by Seller, while the Agreement is in effect or at any time in the future, with respect to the production, shipment, or sale of coal pursuant to the Agreement. Seller agrees to defend, indemnify, and hold Purchaser harmless from and against any claim or liability for any such taxes, fees, governmental impositions, assessments, premiums, or penalties.

Note:

- i. Penalty imposed by Railways on account of overloading shall be borne by the Supplier/ Handling Agent.
- ii. Idle freight charged by Railways on account of under loading shall be borne by Supplier/ Handling Agent.
- iii. Coal shall be booked on train load basis only. If Railways charges freight on wagon load basis then the difference shall be borne by Supplier/ Handling Agent.
- iv. Coal shall be booked on pre-paid basis only. To Pay Freight surcharge if any shall be borne by the Supplier/ Handling Agent.
- v. Demurrage levied by Railways at loading point shall be borne by Supplier/ Handling Agent.
- vi. Any penalties/interest thereon imposed by any authority on account of delay in agreement and custom clearances etc. will be to the Supplier's account.
- vii. Any other penalty/interest thereon levied by Railways, Port, etc. shall be to the account of Supplier/ Handling Agent without any liability on STC.

The actual costs will be evidenced by documentary proof before release of payment by STC. Adjustment towards quantity and quality variations at the Power Station shall be carried out for the purpose of payment on the basis of rake to rake basis results of unloading end of HPGCL/JPL.

5. QUANTITY DETERMINATION:

- i) The Coal delivered shall be weighed at HPGCL TPS and MGTPP. The weight recorded by Weighment System of HPGCL TPS and MGTPP having an electronic print-out facility shall be taken as final after consideration of empty rake weight. In case Weigh Bridge goes out of order, the received quantity will be considered to be RR weight minus the average transit loss as per track record of the supplier for preceding one month or succeeding one month after the receipt of coal in case previous one month supply is not completed. The weighbridges shall be calibrated once in every six months or earlier as and when required. Supplier/handling agent

(and HPPC in case of JPL, Jhajjar quantity) may witness the calibration of weighbridges.

- ii) The coal will be measured rake wise for the determination of quantity. The quantity determined shall also be subjected to adjustment due to quality variations determined on rake to rake basis.
- iii) It will be the responsibility of the supplier/ handling agent to inform the rake arrival time at power station in advance.
- iv) It shall be the responsibility of the supplier/handling agent to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified. No claim on STC can be made or be admissible if there is any error in determination of quality parameters due to erroneous or non-identification of rakes at power station.
- v) The supplier shall ensure that imported coal rakes are delivered to the HPGCL TPS and MGTPP only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the supplier/handling agent, supplier / handling agent shall furnish advance intimation and RR and other necessary details to the HPGCL TPS and MGTPP, Jhajjar immediately on diversion of rake. The onus will rest with the Supplier/ Handling Agent to fulfil the obligation under the contract.
- vi) The supplier/handling agent has to ensure that there is no under loading of wagons. All other charges like Demurrage/Dispatch, Wharfage, Overloading/ Under-Loading charges etc. as applicable for Ports and Railways shall be to the account of supplier/handling agent. Any delay/ detention charges of Rakes at HPGCL TPS and MGTPP, Jhajjar shall be to the account of HPGCL and JPL respectively.

6. QUALITY INSPECTION:

SUPPLIER with approval of STC/HPGCL/JPL shall ensure the appointment of an Independent Inspection Agency (IIA) of international repute, for draft survey, sampling and quality analysis at Load Port and Discharge Port before the commencement of first consignment.

The Successful Bidder shall be responsible for draft survey, sampling and testing of coal samples at Load Port and Discharge Port. List of agencies for Load Port and Discharge Port is enclosed as **Annexure-S.**

Supplier shall propose at least three IIAs for Load Port as well as for Discharge Port from the respective Annexures for STC/HPGCL/JPL approval. Further, Supplier shall give an undertaking that none of the proposed IIA's are business partner/consortium/sister concern of Supplier/Handling agent.

The costs of inspection including coal sampling analysis at various points i.e. Load Port and Discharge Port including the fee for inspecting agency etc. shall be borne by SUPPLIER.

If required, HPGCL/ JPL at its discretion and cost can also appoint any additional independent inspection agency to carry out Sampling and quality analysis at Load Port and Discharge Port. Further, HPGCL/ JPL at its discretion and cost may also nominate its representative to witness sampling and analysis at Load Port and Discharge Port.

i) Sampling and Testing of coal samples drawn at Load Port/ Discharge Port:

Coal samples at Load Port and Discharge Port shall be drawn, prepared and analyzed by IIA in accordance with American Standard for Testing Materials (ASTM Standards No.D-2234 and D-2013).

ii) Sampling and Testing of coal samples drawn at Power Station end:

Coal samples at HPGCL TPS and MGTPP end shall be drawn by IIA (IIA appointed by STC/HPGCL/ JPL with intimation to Supplier/handling agent) in presence of HPGCL representative/ JPL representative / supplier/ handling agent as per Methodology for collection of samples described in Annex- U. In case, Supplier/handling agent is not getting involved while collecting the coal sample and preparing protocol for collection of coal sample, the activity of collection of coal sample should be continued and in such cases, the coal sample collected by IIA shall be binding on the Supplier/handling agent.

Further, the samples will be prepared by IIA in presence of HPGCL/JPL representative / supplier/handling agent in accordance with American Standards for Testing Materials (ASTM Standards No.D-2234 and D-2013) and analyzed as per relevant ASTM standards.

A part of unground sample shall be kept for Total Moisture (TM) to be analyzed as per relevant ASTM standard (ASTM D3302) by HPGCL at HPGCL laboratory for HPGCL quantity and JPL IIA at JPL's laboratory for JPL quantity in the presence of representative(s) of HPGCL/JPL/IIA/ supplier/ handling agent. Another part of unground sample shall be kept for HGI test to be analyzed as per relevant ASTM standard by HPGCL at HPGCL laboratory and JPL IIA at JPL IIA's laboratory.

The sampling and testing process may be witnessed and signed off by respective representatives of HPGCL/JPL/ HPGCL IIA/JPL IIA/ Supplier/ Handling agent/ HPPC, as the case may be. In case, Supplier/handling agent is not getting involved while analysis of coal sample, the activity of analysis of coal sample should be continued and in such cases, the results of coal sample analysed by HPGCL/JPL IIA shall be binding on the Supplier/handling agent.

Three samples of the ground coal of adequate quantity shall be prepared within one day of its collection and shall be distributed for analysis with relevant ASTM Standards (ASTM D3175, D3174, D5865, other relevant ASTM standards) as follows:

- i) **Part-I of the sample:** Part-I of the sample will be analyzed by HPGCL at HPGCL laboratory and JPL IIA at JPL laboratory respectively in the presence of representative(s) of HPGCL/JPL/IIA/ supplier/ handling agent for AFT, Size, GCV, Ash, Volatile Matter, Fixed Carbon & Sulphur. However, AFT will be analyzed by JPL IIA at IIA's laboratory in case of JPL quantity. The sampling and testing process may be witnessed and signed off by respective representatives of HPGCL/JPL/ IIA/ Supplier/ Handling agent/ HPPC, as the case may be. In case, Supplier/handling agent is not getting involved while analysis of coal sample, the activity of analysis of coal sample should be continued and in such cases, the results of coal sample analysed by HPGCL/JPL IIA shall be binding on the Supplier/handling agent.
- ii) **Part-II of the Sample:** Part-II of the sample shall be taken by HPGCL/JPL/ IIA/Supplier/handling agent for analysis at the laboratory to be nominated by HPGCL and JPL for respective quantities. This sample should be taken by HPGCL/JPL/IIA/Supplier/handling agent through material gate pass from HPGCL TPS /JPL TPS.
- iii) **Part-III of the sample:** Part-III of sample will be retained as referee sample. Such Referee Sample shall be kept under joint lock and custody of HPGCL/JPL, IIA, supplier/ handling agent to be used for future reference.

Results of TM at HPGCL/ JPL Laboratory, and results of Part-II of sample at nominated Laboratory so carried out will be applicable for payment adjustments to Supplier/handling agent.

Two independent samples will be prepared for analysis of Total Moisture at TPS end. Both the samples will be tested simultaneously and average of the two will be considered for payment adjustment/rejection of coal.

The coal samples collected at unloading end by the IIA in the presence of HPGCL representative /JPL representative/supplier/handling agent to be got analyzed from any laboratory to be nominated by HPGCL/JPL. The charges for testing the same shall be paid by HPGCL/JPL which shall be recovered from the payments to be made to the Supplier/Handling Agent. Original copy of test report of nominated laboratory shall be provided to respective TPS of HPGCL and JPL TPS with a copy to Supplier/Handling agent/IIA.

The independent inspection agency (IIA) for the collection and preparation of sample at power station end shall be appointed by HPGCL/JPL at its own cost with intimation to supplier.

In case the test results of the respective portions of the coal samples analyzed by nominated laboratory and those of HPGCL/JPL Laboratories/ JPL IIA Laboratories are found at variance beyond the limits permissible under the relevant ASTM standards, the Referee Samples shall be forwarded to Coal Survey Laboratory of Central Institute of Mining and Fuel Research, Dhanbad (CIMFR) (earlier known as CFRI) or any laboratory as approved by HPGCL/ JPL for analysis.

It is to be specifically agreed that the analysis results of such Referee Samples, as furnished by CIMFR or any laboratory as approved by HPGCL/ JPL shall be binding on all parties. The charges for testing the referee sample shall be paid by HPGCL/ JPL which shall be recovered from the payments to be made to the Supplier/Handling Agent. Original copy of test report shall be provided to respective TPS of HPGCL and JPL TPS with a copy to Supplier/Handling agent/IIA.

HPGCL/ JPL representative may witness the handing over of the imported steam coal sample (part-II of sample) to nominated laboratory or referee sample (part-III of sample) to CIMFR/ any laboratory as approved by HPGCL/ JPL, as the case may be. Referee samples shall be retained upto five (5) months from the date of collection of the sample and thereafter destroyed.

The sampling and testing process may be witnessed and signed off by respective representatives of HPGCL/JPL/ HPGCL IIA/JPL IIA/ Supplier/ Handling agent/ HPPC, as the case may be.

7. ADJUSTMENT ON QUALITY VARIATIONS OF COAL:

i) Total Moisture (As Received Basis (ARB))

If the actual Total Moisture (TM) at unloading end as per sampling/ analysis at HPGCL /JPL Laboratory increases from the guaranteed (i.e. 25%) total moisture of coal, the adjustment in weight of imported coal shall be as illustrated below:

Illustrations:

- a) If the measured TM value is 'X' percent and this value is higher over the guaranteed Total Moisture value of 25% but less than or equal to 32% then, the total weight of coal will be reduced as under:

$$(X\% - 25\%) \times \text{weight of coal}$$

b) If the measured TM value is 'X' percent and this value is higher over the guaranteed value and it is indeed greater than 32% but less than or equal to 34% then; the total weight of coal will be reduced as under:

$$2 \times (X\% - 25\%) \times \text{weight of coal}$$

c) If the measured TM value is 'X' percent and this value is higher over the guaranteed value and it is indeed more than 34% then; the total weight of coal will be reduced as under:

$$3 \times (X\% - 25\%) \times \text{weight of coal}$$

d) No adjustment will be allowed if TM of the coal is found to be less than or equal to 25%.

(ii) Gross Calorific Value (Air Dried Basis (ADB))

If the actual GCV (ADB) at unloading end as per sampling/ analysis at nominated laboratory of HPGCL/JPL decreases from the guaranteed (i.e. 5700 Kcal/Kg) GCV of coal, the adjustment in CIF Price of imported coal shall be as illustrated below:

a) GCV (ADB) (for 5700>GCV≥5300)

If the Gross Calorific Value on ADB basis at unloading end is less than or equal to the guaranteed GCV (i.e. 5700 Kcal/kg) but greater than or equal to 5300 Kcal/Kg, the price will be adjusted as per the formula given below:

$$\frac{\text{Contracted CIF Price per Tonne} \times \text{GCV (ADB) at unloading end}}{\text{Contracted Guaranteed GCV (ADB)}}$$

b) GCV (ADB) (for 5300>GCV≥5000)

If the Gross Calorific Value on ADB basis at unloading end is less than 5300 Kcal/kg but greater than or equal to 5000 Kcal/Kg, the price will be adjusted as per the formula given below:

$$\frac{0.8 \times \text{Contracted CIF Price per Tonne} \times \text{GCV (ADB) at unloading end}}{\text{Contracted Guaranteed GCV (ADB)}}$$

c) GCV (ADB) (for 5000>GCV≥4700)

If the Gross Calorific Value on ADB basis at unloading end is less than 5000 Kcal/kg but greater than or equal to 4700 Kcal/Kg, the price will be adjusted as per the formula given below:

$$\frac{0.5 \times \text{Contracted CIF Price per Tonne} \times \text{GCV (ADB) at unloading end}}{\text{Contracted Guaranteed GCV (ADB)}}$$

d) GCV (ADB) (for GCV < 4700)

If the Gross Calorific Value on ADB basis at unloading end is less than 4700 Kcal/kg., the price will be adjusted as per the formula given below:

$$\frac{0.25 \times \text{Contracted CIF Price per Tonne} \times \text{GCV (ADB) at unloading end}}{\text{Contracted Guaranteed GCV (ADB)}}$$

- e) If the GCV at unloading end is above the guaranteed value, the portion above the guaranteed value shall be ignored for the above calculations.

Note:- Unloading end for Supplier will be Discharge Port whereas Unloading end for Handling agent will be HPGCL TPS and JPL's TPS for respective quantities.

(iii) Ash Content (ADB)

If the total ash content at unloading end as per sampling/ analysis at nominated laboratory of HPGCL/JPL increases from the guaranteed (i.e. 15%), the adjustment in weight of imported coal shall be as illustrated below:

Illustration:

- a) If the Total Ash Content value is 'X' percent and this value is higher over the guaranteed Total Ash Content value of 15% but less than or equal to 20% then, the total weight of coal will be reduced as under:

$$(X\% - 15\%) \times \text{weight of coal}$$

- b) If the Total Ash Content value is 'X' percent and this value is more than 20% then; the total weight of coal will be reduced as under:

$$2 \times (X\% - 15\%) \times \text{weight of coal}$$

- c) The decrease in ash content below the guaranteed value shall be ignored.

(iv) Sulphur (ADB)

- a) If the sulphur content at unloading end as per sampling/ analysis at nominated laboratory of HPGCL/JPL exceeds from the guaranteed Sulphur content of 0.9% and is upto 1.0%, a penalty at the rate of Rs. 200 PMT for every increase of 0.1% sulphur or part thereof shall be levied.

- b) If the sulphur content at unloading end as per sampling/ analysis at nominated laboratory of HPGCL/JPL is more than 1.0%, a penalty at the rate of Rs. 400

PMT for every increase of 0.1% sulphur (or part thereof) beyond guaranteed sulphur content (0.9%) shall be levied.

c) The sulphur content below the guaranteed value shall be ignored.

(v) Size

- (a) If >50mm size quantity of coal at unloading end exceeds 20%, then the weight of coal shall be reduced by the quantity exceeding 20%.
- (b) If <2.36mm size quantity of coal at unloading end exceeds 25%, then the weight of coal shall be reduced by the quantity exceeding 25%.

(vi) Adjustment on quality variation other than the parameters indicated at (i), (ii), (iii), (iv) & (v) shall not be carried out.

(vii) Imported coal rake having any three or more technical parameters mentioned at Sr. no. 1 to 5 in the table at Clause no. 3 'Technical Specifications of Coal' shall be outrightly rejected notwithstanding the fact that same is unloaded and its coal consumed. The rejected coal so received shall not be returned for which no payment shall be made after having ascertained the limits required for rejection from the test results submitted by HPGCL/JPL laboratory for technical parameter mentioned at Sr. no. 1 & 5 and nominated laboratory for technical parameters mentioned at Sr. no. 2 to 4.

(viii) The Contracted value of any parameter for HSS supplier shall be as per guaranteed values provided in the technical specifications whereas for Inland Supplier it will be as per Discharge Port analysis.

8. PAYMENT/s TO SUPPLIER:

i) Payment/s will be made to the account of the Supplier as per payment terms stated hereunder. The payment/s shall be made after the conditions listed for such payment as per clause 4, 5, 6 & 7 have been met against the Supplier's invoice to STC specifying the amount due.

ii) Bidder shall furnish the details of Bank Account in a prescribed format (**Annexure-N**) along with the Bid in order to facilitate the owner to release 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 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 account of any error in the information or change in bank details

provided to STC in the prescribed form without intimation to STC duly acknowledged.

iii) Further, at the time of release of payment towards CIF value, successful Bidder shall furnish 'Trust Deed' as per STC's format for acting as Trustees of HPGCL/JPL for handling the imported coal cargo.

iv) Also, Successful Bidder shall ensure that every Bill of Lading is prepared with notify party as "STC of India Limited (with detailed address) Cargo A/C HPGCL/JPL", or as advised by STC.

Successful Bidder shall furnish a letter of undertaking that the successful bidder shall keep the entire material in trust for HPGCL/JPL at the designated yard.

v) An Indemnity Bond indemnifying STC against any loss or shortage of material including losses/shortages incurred during discharge, intercarting/transportation;

vi) Performance Bank Guarantee as per **Annexure-T1&T-2.**

vii) The bidder should note that the payment shall be released only after receipt of same from HPGCL/JPL.

8.1 **PROCEDURE OF PAYMENT:**

Payment shall be released within 15 working clear days of receipt of invoice in quadruplicate at HPGCL TPS and MGTPP, Jhajjar completed in all respect with supporting documents pursuant to this contract. In case, Chief Engineer(s) of respective HPGCL TPS/Plant head of MGTPP, Jhajjar issues a certificate regarding urgent requirement of coal, the payment shall be released immediately. Payment by STC shall be released as and when received from HPGCL/JPL. No interest shall be paid on the delayed payments by STC.

Bidders to note that payment shall be regulated as under:-

S. No.	Description	Units	Price Basis	Payment Basis
1	FOB Price	INR/MT	Quoted price in USD/MT adjusted to CERC Index & converted to INR/MT on RBI reference rate as on date of bill of lading.	Payment on Net adjusted quantity received at Power Plant based on the quality adjustment

2	Ocean Freight	INR/MT	Quoted price in USD/MT adjusted to 380 cst Singapore Index for ocean freight & converted to INR/MT on RBI reference rate as on date of bill of lading.	Payment on Net adjusted quantity received at Power Plant based on the quality adjustment
3	Marine Insurance	INR/MT	Lower of Quoted or Actual Paid	Payment on the basis of B/L Quantity
4	Handling Charges inclusive of service charges.	INR/MT	Quoted Price (it shall remain fix during the tenure of contract	Payment on the basis of RR Quantity
5	Port Charges inclusive of service tax	INR/MT	Lower of Quoted or Actual Paid	Payment on the basis of B/L Quantity
6	Custom/Stamp duty.	INR/MT	Actual	Payment on the basis of B/L Quantity
7	Railway Freight	INR/MT	Lower of Quoted or Actual. Further adjusted in proportion of the quoted price in case of subsequent variation in freight charges by Railways	Payment on the basis of RR Quantity
8.	Inland Insurance Charges	INR/MT	Lower of Quoted or Actual Paid	Payment on the basis of B/L Quantity
9.	RBI Reference Exchange rate (USD/INR), as applicable on 05.03.2015, should be mentioned, which shall form the basis for 10% capping of FOREX, i.e. USD/INR exchange rate .			
10.	The Supplier shall acknowledge & accept that 10% upper capping limit shall be applicable throughout the term of the contract on (i) Variable Cost for CIF price in USD/MT with reference to quoted USD/MT rates (ii) on US Dollar/INR exchange rate.			
11.	The actual costs will be evidenced by documentary proof before release of payment by STC/HPGCL/JPL for their respective orders. Adjustment towards quantity and quality variations at the Power Station shall be carried out for the purpose of payment on the basis of rake to rake basis results of unloading end of HPGCL/JPL.			
12.	It may be noted that only normal custom duties/custom clearances/ inland railway freight, insurance, National taxes, etc. shall be considered for payment , and levy of any penalty/increase due to default of bidder/Supplier/handling agent in port charges, railway freight, levy of demurrage, etc shall be to Supplier's/handling agent's account			
13	Provisions as mentioned in this table shall prevail for the purpose of payment basis.			

8.2 PAYMENT TERMS:

The payment terms shall be as under:

- i) Payment to supplier will be made after completion of all requisite formalities relating to High Seas Sale (HSS) agreement and 100% reimbursement of Custom Duty and Stamp Duty will be released by HPGCL/JPL after receipt of requisite claim from the supplier with supporting documents regarding proof of payment.

- ii) 70% payment of CIF value based on quality parameters of load port will be released as and when received from HPGCL/JPL to STC after receipt of invoice completed in all respect with supporting documents pursuant to this agreement on fulfillment of following formalities:
- (1) Foreign Supplier's Invoice (2) Bill of Lading (3) Certificate of Origin (4) Load Port Analysis Certificate by the IIA (5) Draught Survey report at load port (6) Copy of Marine Insurance Policy/ Certificate.
 - Submission of Commercial Invoice in quadruplicate.
 - Certificate to be furnished by supplier confirming supply of imported coal after following ICB process, etc. as per **Annex-Q**.
- iii) Balance 15% payment of CIF will be released on receipt of CIF quantity at HPGCL/JPL as and when received from HPGCL/JPL to STC after adjustment of quantity actually received at HPGCL/JPL based on the testing & analysis results of Discharge Port end.
- iv) Balance 15% payment of CIF will be released as and when received from HPGCL/JPL to STC on receipt of CIF quantity at HPGCL/JPL after adjustment of quality and quantity actually received at HPGCL/JPL based on the testing & analysis results of HPGCL/JPL end.
- v) 70% payment of Fixed Handling charges, Port charges, Inland Insurance charges and Railway freight will be released by HPGCL/JPL directly to Supplier/Handling agent on receipt of consignment at HPGCL/JPL against fortnightly bill/s on submission of original report of the Independent Inspection Agency (IIA) for coal quality at discharge port.
- vi) Balance 30% of Fixed Handling charges, Port charges, Inland Insurance charges and Railway Freight shall be released by HPGCL/JPL directly to Supplier/Handling agent after determination of quality results at HPGCL/JPL and carrying out necessary adjustments of CIF value for quantity actually received at HPGCL/JPL etc. If the settlements do not take place in the current invoice, HPGCL/JPL reserves the right to adjust in the next available payment.

Note:

- i) If payment of any vessel supplied by Supplier is not made by STC due to non-receipt of payment by HPGCL/JPL as per provisions made above, the schedule of supply shall automatically be deferred by that period for levying of Liquidated Damages/Penalty for Delay on the Supplier.

9. RECONCILIATION /ADJUSTMENTS:

Supplier and STC shall jointly reconcile all payments made for the monthly supplies shipment-wise. The parties shall forthwith give credit/debit note for the amounts falling due, if any, assessed during such reconciliation.

10. MARINE INSURANCE:

The Coal shall be insured by Successful Bidder under ICC (A) cover at his own cost, if required in two legs i.e. the first leg covering marine insurance and the second leg covering inland insurance by which the coal is insured from warehouse (Load Port) to warehouse (HPGCL/JPL Power Stations) for 110% of CIF value. Insurance policy will be issued by any Indian Insurance Company. Insurance Premium will be to the account of HPGCL/JPL at actuals or as quoted in the bid (Whichever is lower). Successful Bidder shall be responsible for all claims related to material loaded but not delivered at HPGCL and JPL power Stations and shall file all claims with insurance agency and Railways / IWAI.

The successful bidder shall arrange and pay for a marine insurance cover for 110% of the value of coal for each shipment covering the risks under institute cargo including spontaneous combustion and the risks of war, strike, riots and civil commotion from the Loading Port up to the discharge port till completion of discharge of cargo from the ship.

The insurance policy (ies) shall specify the following:

- The claims, if any admitted, the amount admitted shall be payable in US Dollars/Equivalent Indian Rupees.
- Insurance Policies/ Cover Note/ Certificate shall be endorsed to the Purchaser at the time of High Seas Sale agreement. The Insurance policy should allow the purchaser to make claim in India and all the claims and settlement of dues shall be the responsibility of the Seller/handling agent.
- The relevant details of the ocean going vessel shall be provided in the Insurance Policy. The Seller/handling agent shall provide Insurance Policies/ Cover Note/ Certificate to Purchaser evidencing insurance actually arranged.

11. TAX, OTHER STATUTORY LEVIES & RAILWAY FREIGHT:

Any variation in taxes & duties and any variation/proportionate variation in Railway freight notified by Govt. of India/ any State Govt. will be to the account of HPGCL/JPL based on documentary evidence. Any refunds received by Supplier on any of these accounts by concerned authorities shall be passed on by Supplier to HPGCL/JPL within 5 working days of receipt of such refunds.

Further, in case of any variation in taxes & duties and Railway freight notified by Govt. of India/ any State Govt. during the pendency of the contract, Supplier will be responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities. However, HPGCL/JPL may extend all necessary assistance required by the Supplier.

12. COMPLIANCE WITH GOVERNMENT ORDERS:

Coal to be imported under the proposed agreement is meant for generation of power at HPGCL/JPL and thus Supplier/handling agent shall ensure compliance of all regulations/conventions/policies/ guidelines/orders etc. in force related to any or all of the activities covered in the imports, including shipping of the consignment, insurance, clearing, handling & forwarding and inland transportation etc.

In case of any modifications in any of the provisions in respect of supply of Imported Steam Coal, during the currency of the proposed Agreement, the same shall become applicable and binding on Supplier/handling agent and STC with immediate effect.

13. ASSIGNMENT:

Neither party to the contract shall assign or transfer the contract, or any benefit there under to any person, firm or Corporation without prior consent in writing of the other party.

14. LIQUIDATED DAMAGES/ PENALTY FOR DELAY:

Supplier/handling agent will ensure the delivery of consignment at HPGCL/JPL TPSs as per monthly schedule given by STC. In case of any delay, (other than those due to Force Majeure) liquidated damages/ penalty for delay will be charged @ ½ % (One Half Percent) of value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% of the total consignment value for that month.

If payment of any vessel supplied by Supplier is not made by STC due to non-receipt of payment by HPGCL/JPL as per provisions made above, the schedule of supply shall automatically be deferred by that period for levying of Liquidated Damages/Penalty for Delay on the Supplier.

15. RISK PURCHASE:

- i) In case of delay or non-supply of any or all the material on the dates these are due, STC will have a right to refuse to accept such delayed supplies and to make the purchase of the material so delayed or not supplied from any alternative source, at the

sole risk and cost of the supplier. Any extra expenditure incurred on such purchase/s shall be recoverable in full from the supplier in addition to STC right or claim for applicable liquidated damages or penalty.

- ii) The STC if considers it desirable not to purchase the material not supplied/delayed by the supplier; shall have a right to cancel the purchase order due to non-fulfillment of contractual terms (i.e. delivery) and STC shall recover the damages upto 5% of the total value of the P.O.
- iii) It shall be the sole discretion of STC to exercise any of the above options.

16. PERFORMANCE BANK GUARANTEE:

The successful bidder shall furnish a Performance Bank Guarantee to STC as per **Annexure-T1&T-2** in two parts as under:-

- i) for 10% of CIF value of 20.0 Lac MT and 30.0 Lac MT respectively (as on base date i.e. **05.03.2015**) of imported steam coal from any of the scheduled nationalized banks acceptable to STC/HPGCL/JPL in USD/INR.
- ii) for 10% of total inland logistics charges (Handling charges, custom duty, port charges, inland insurance charges, railway freight, etc.) of 20.0 Lac MT and 30.0 Lac MT respectively (as on base date i.e. **05.03.2015**) of imported steam coal from any of the scheduled nationalized banks acceptable to HPGCL/JPL in INR.
- iii) The performance Bank Guarantee/s shall remain in force upto three months after the completion of contract period or till the settlement of dispute covered under the Risk & Purchase Clause whichever is later.

The contract Performance Bank Guarantee furnished by Supplier is irrevocable, non-transferable & unconditional and HPGCL/JPL shall have the right to invoke it notwithstanding any dispute or difference between SUPPLIER and HPGCL/JPL pending before any court tribunal, arbitrator or any other authority.

Tripartite agreement will be signed between HPGCL/JPL, STC and handling agent nominated by successful bidder.

However, the overall responsibility for any loss, delay, completion of statutory formalities including custom clearance etc. till the arrival of imported coal at destination of HPGCL TPS and MGTPP, Jhajjar shall rest with the Supplier on whom the contract for import/supply of coal on High Seas Sale basis is awarded and any liability arising out of non- supply of imported steam coal to HPGCL TPS and Mahatma Gandhi Thermal Power Plant of JPL shall be to the account of Supplier (Principals).

In case of any breach of contract, both the above mentioned PBG shall be invoked.

17. BURDEN OF PROOF:

The burden of proof as to whether a Force Majeure event occurred shall be upon the party claiming the Force Majeure event. If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the agreement, in which case, neither party shall have the right to claim eventual damages. The party, which is unable to fulfil its obligations under this agreement, within 15 days of occurrence of any of the causes mentioned in this clause must inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Suppliers or the purchasers shall be sufficient proof of the existence of the above circumstances and their duration. The contract shall be deemed to have cancelled either partially or wholly, without any compensation to either party.

18. GENERAL:

18.1 The holds of each vessel shall be cleared before loading, to avoid contamination.

18.2 Immediately on nomination of vessel, the Supplier shall inform the purchaser the following details of the vessel(s):

- i. Name of the vessel
- ii. Expected Time of Departure
- iii. Expected Time of Arrival
- iv. Quantity of Coal proposed to be loaded.

18.3 Detailed modalities for the execution of the agreement and release of payment shall be formulated jointly between Supplier and STC

19. CONFIDENTIALITY:

The parties to the agreement shall not either during the term or after expiration of the validity of the agreement disclose any proprietary or confidential information relating to the agreement and the services without the prior written consent of either party.

20. TERMINATION:

STC reserves the right to cancel/ terminate the contract in full or part in case at a later stage during pendency of contract it is found that firm/ bidder had made a material misrepresentation while submitting the bid and in that case Performance Bank Guarantee submitted by the firm/ bidder shall also be forfeited/ en-cashed and the firm/ bidder shall be liable for blacklisting.

STC reserves the right to cancel the contract in full or part by written notice of one month if the performance is not satisfactory in accordance with the contract/ order in opinion of STC or the contract is found uneconomical to STC. STC also reserves the right to terminate/ cancel the order by giving one month written notice without assigning any reason thereof. In case any vessel is in transit after nomination it will be exempted from the notice of termination.

STC, at any time, on breach of any of the terms and conditions under the contract by the Successful Bidder, may issue notice of such breach and if the Successful Bidder does not take appropriate measures to remedy that breach to the satisfaction of STC/HPGCL/JPL within a period of 25 (twenty-five) days from issuance of such notice, then STC may terminate the contract at any time thereafter stating therein the date of termination.

21. LETTER OF ACCEPTANCE AND CONTRACT AGREEMENT:

On acceptance of bidder's offer, the contract shall be concluded, however the contract agreement shall be signed later for ministerial purpose. Acceptance of bid proposal by STC shall be communicated by the issue of a 'Letter of Acceptance (LOA)'. The successful bidder shall acknowledge the LOA and shall enter into a contract agreement with STC within 30 days from the date of issue of purchase order, on the appropriate value NJS paper. The stamp duty is to be borne by the bidder.

22. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Indian Arbitration and conciliation act 1996 shall be applicable and rules there under with any statutory modifications thereof for the time being enforced shall be applicable.

23. GOVERNING LAWS

The contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

24. JURISDICTION:

The applicants hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

25. SET OFF:

Any sum of money due and payable to the supplier under a contract (including performance bank guarantee returnable to the supplier) may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of a sum of money arising out of that or any other contract entered into by the supplier with the Corporation.

Volume – IV

(Annexures/Formats/Forms)

List of Annexure:

- A- Bank Guarantee Format for EMD
- B- Checklist for Bank Guarantee
- C- Trust Deed in name of HPGCL/JPL
- D- Integrity Pact
- E- Affidavit Notarized that bidder has not been banned/blacklisted
- F- Power of attorney for Consortium
- G- Certificate of No Deviations
- H- End User certificate for supplies of quantity
- I- Certificate from Statutory auditors of the bidder for supplies made of Imp coal
- J1- Handling exp. Certificate from end-user for handling of Imp coal
- J2- Handling exp. Certificate from associate for handling of Imp coal
- K- Certificate from statutory auditors of bidder/its associate for handling of Imp coal
- L- Declaration that firm has not submitted more than one offer
- M- Unconditional Bid Submission form
- N- Bank Account details
- O-Price Bid
- P-Declaration form of Overseas mine
- Q- Certificate from bidder confirming correct CIF price
- R- High Seas Sale agreement Format
- S- List of Load port and Discharge Port IIA
- T1- Format for HSS Performance Bank Guarantee
- T2-Format for Handling Performance Bank Guarantee
- U- Methodology of collection of samples

**PROFORMA FOR BANK GUARANTEE FOR EMD
(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)**

BANK GUARANTEE NO.____

DATE_____

REF No.

STC

1. WHEREAS STC of India Limited, New Delhi-110001, India, (hereinafter called STC) has invited bids vide Global Tender **No.: STC/HYDRO/IMP COAL/HPGCL/2014-15 dated 05.03.2015**
2. STC/ (hereinafter referred to as Invitation to Bids) for supply of 5.00 Million MT imported coal.
3. AND WHEREAS the said invitation to Bid requires that any eligible bidder intend to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to Rs...../ US\$..... in favour of STC, New Delhi in the form of a Bank Guarantee of Rs...../ US\$..... with a validity of 210 (Two Hundred Ten) days from the date of submission of bids.
4. AND WHEREAS at the request of M/s _____(Name of the Bidder) We _____(Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to STC, New Delhi upto and not exceeding the sum of Rs...../ US\$..... with a validity period upto 210 (Two Hundred ten) days and that the Bidder, M/s _____ :-
 - a) Shall keep his bid firm and valid for acceptance by STC upto 180 days (One Hundred Eighty) from the date of submission of bids;
 - b) Shall, in the event of the bid being accepted by STC, within Fifteen (15) days from the date of date of issuance of Letter of Acceptance (LOA) execute an Agreement for supply of imported coal.
 - c) Shall in the event of issuance of LOA by STC within 7 days the Bidder shall establish a Performance Guarantee in favour of STC of India Limited, in the form of Bank Guarantee equivalent to 10% of CIF contract value of imported coal, with a validity period of 03 (three) months from the expiry of validity of agreement.
5. We _____(Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to STC of India Limited, New Delhi, India on demand without STC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of Indian Rs...../US\$ This Bank further agrees that the decision of STC as to whether the said bidder has committed a breach of any of the

conditions referred to in the preceding paragraphs shall be conclusive, final and binding.

6. We _____(Bank) undertake to pay the amount demanded by STC, not exceeding the sum of Rs.____/US \$ _____only without any demur, delay, protest and without any reference or recourse to M/s____(Bidder) notwithstanding any dispute raised by ____ (Bidder) in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal.
7. The payment shall be made to STC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
8. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Indian Rs. / US\$..... only
9. Your demand in writing may be presented to the Bank by Courier/Fax/Airmail/Speed Post/Registered Post or in person and the same shall be binding on us.
10. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s _____(Bidder).
11. The liability of this bank shall discharge upon receipt of Rs.____ / US\$____ only by STC
12. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto a period 210 days and shall expire on _____(Date) and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of STC in writing.
13. This Guarantee is governed by the Laws of India and comes into force forthwith.
14. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature: _____

Name and code: _____

Designation: _____

Seal of the Bank: _____

Annexure-B

CHECK LIST FOR BANK GUARANTEE VERIFICATION BY BIDDER

SL. NO.	GUIDELINES	YES	NO
1.	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?		
2.	Whether date, purpose of purchase of stamp paper and name of the purchasers are indicated on the back of Stamp Paper under the signature of Stamp Vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the Stamp Papers should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).		
3.	In case BGs from banks abroad, has the BG been executed on Letter Head of the Bank*		
4.	Does the issuing Bank have Net Worth of at least Rs. 500 Crores and Capital Adequacy Ratio of 9% ?		
5.	Has the executing Officer of BG indicated his name designation and Power of Attorney No./Signing Power No. etc. on the BG?		
6.	Is each page of BG duly signed/ initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?		
7.	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?		
8.	Are the factual details such as Bid Document No./NOA/LOA/Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?		
9.	Whether overwriting /cutting if any on the BG have been properly authenticated under signature and seal of executants?		
10.	Does the covering letter of BG issuing bank provides details of next higher authority of the Bank officials who have issued the BG?		
11.	Whether the BG has been issued by a Bank in line with the provisions of Bid/Contract Documents?		
12.	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?		

***Note: In case BG being issued in India, the same should be on appropriate value of Non-Judicial stamp paper.**

FORMAT OF TRUST DEED for HPGCL
(Rs 100/- stamp paper)

This deed of Trust is executed on this _____ day of _____ between M/s. Haryana Power Generation Corporation Ltd., hereinafter called HPGCL which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal heirs, successors and permitted assigns) of one part and _____ (**NAME OF SUCCESSFUL BIDDER**), having its registered office at _____, hereinafter referred to as the **SUCCESSFUL BIDDER** or **TRUSTEE** which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal heirs, successors and permitted assigns).

Whereas the **SUCCESSFUL BIDDER** and HPGCL have entered into an agreement vide Ref No. _____ on _____ (herein after referred to as the Said Agreement) for import, supply and delivery of _____ MMT (for 2015-16 & 2016-17) of steam Coal at HPGCL Power Stations on High seas sale basis over a period of Eighteen (18) months. Whereas trustee intends to supply imported coal to HPGCL at Indian Ports, arranging vessels, stevedoring, handling, storage, port clearance, arranging Railways Rakes, loading, transportation and delivery at HPGCL, all other activities for clearing and forwarding of the consignments like custom clearance, co-ordination with port, Railways, statutory authorities and all liaison, co-ordination at load port, discharge port, Railways, handling agent etc.

Now, therefore, this Trust Deed witnesseth and is hereby declared by all between the parties thereto as follows:-

1. That the _____ (Name of **SUCCESSFUL BIDDER**) act as trustee for import, supply and delivery of _____ MMT For 2015-16 and 2016-17 of steam Coal at HPGCL Power Stations on High seas sale basis over a period of eighteen months .
2. That with the arrival of each Rake with goods as per the aforesaid agreement, the Trustee Shall inform HPGCL of the same and shall handle the goods as per the agreement and hold the same in trust in favour of HPGCL until the cargos are delivered at the destination port of HPGCL.
3. That the Trustee shall permit HPGCL, their agents and servants from time to time and at all times to enter upon any go-downs or premises where material or any part thereof may be stored and to view, inspect and value the same and take inventory thereof and to render to HPGCL and to their servants/authorized agents all facilities as may be required for any of the purpose aforesaid.
4. That the goods under the above mentioned agreement shall be stored or kept at the trustees go-downs and/or hired premises in good condition and shall be fully insured upto 110% value of the goods.
5. That the Trustees shall make and furnish to the HPGCL all statements and records of material and produce such evidence in support thereof as HPGCL may require, from time to time.
6. That the Trustees hereby agree and undertake to comply with all the provisions of the orders/laws already promulgated or that may be promulgated thereafter by the Government and shall see that HPGCL's interests are not in any way affected or prejudiced by informing the provisions thereof, and keep HPGCL absolved of all the losses and consequences in this context.

7. That the Trustees shall give acknowledgement of receipt of material on their letter heads duly signed by their authorized signatories, to HPGCL as and when the material is delivered to HPGCL.
8. That with each of the consignment having received, Trustees shall issue a receipt giving the date, stating that the cargo will be handled as per agreement and keep HPGCL informed on daily basis regarding unloading of cargo from the vessel, receipt, dispatch and that the cargo will be handled, stored, moved, loaded under trust under HPGCL's intimation and full knowledge of HPGCL.
9. That all necessary precautions and measures will be undertaken by the Trustee to safeguard the interest of HPGCL.
10. That trustee acknowledges that the title of the goods would remain with HPGCL until the entire transaction is completed by the Trustee.
11. That trustees also undertake to abide by all terms of this Trust Deed along-with the terms incorporated hereinafter.
12. Any violation above conditions will be treated as Breach of Trust on the part of Trustee and HPGCL may take any action to safeguard its interest.

In witness whereof the Trustees have hereunto set their hands at _____ on the _____ day of _____

AUTHORISED SIGNATORIES

AUTHORISED SIGNATORIES

WITNESS:

(1)

(2)

FORMAT OF TRUST DEED FOR JPL
(Rs 100/- stamp paper)

This deed of Trust is executed on this _____ day of _____ between M/s. Jhajjar Power Limited., hereinafter called JPL which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal heirs, successors and permitted assigns) of one part and _____ (**NAME OF SUCCESSFUL BIDDER**) , having its registered office at _____, hereinafter referred to as the **SUCCESSFUL BIDDER** or **TRUSTEE** which expression shall, unless excluded by or repugnant to the context, be deemed to include its legal heirs, successors and permitted assigns).

Whereas the **SUCCESSFUL BIDDER** and JPL have entered into an agreement vide Ref No. _____ on _____ (herein after referred to as the Said Agreement) for import, supply and delivery of _____ MMT (for 2015-16 & 2016-17) of steam Coal at JPL Power Stations on High seas sale basis over a period of Eighteen (18) months. Whereas trustee intends to supply imported coal to JPL at Indian Ports, arranging vessels, stevedoring, handling, storage, port clearance, arranging Railways Rakes, loading, transportation and delivery at JPL, all other activities for clearing and forwarding of the consignments like custom clearance, co-ordination with port, Railways, statutory authorities and all liaison, co-ordination at load port, discharge port, Railways, handling agent etc.

Now, therefore, this Trust Deed witnesseth and is hereby declared by all between the parties thereto as follows:-

1. That the _____ (Name of **SUCCESSFUL BIDDER**) act as trustee for import, supply and delivery of _____ MMT For 2015-16 and 2016-17 of steam Coal at JPL Power Stations on High seas sale basis over a period of eighteen months .
2. That with the arrival of each Rake with goods as per the aforesaid agreement, the Trustee Shall inform JPL of the same and shall handle the goods as per the agreement and hold the same in favour of JPL until the cargos are delivered at the destination port of JPL.
3. That the Trustee shall permit JPL, their agents and servants from time to time and at all times to enter upon any go-downs or premises where material or any part thereof may be stored and to view, inspect and value the same and take inventory thereof and to render to JPL and to their servants/authorized agents all facilities as may be required for any of the purpose aforesaid.
4. That the goods under the above mentioned agreement shall be stored or kept at the trustees go-downs and/or hired premises in good condition and shall be fully insured upto 110% value of the goods.
5. That the Trustees shall make and furnish to the JPL all statements and records of material and produce such evidence in support thereof as JPL may require, from time to time.
6. That the Trustees hereby agree and undertake to comply with all the provisions of the orders/laws already promulgated or that may be promulgated thereafter by the Government and shall see that JPL's interests are not in any way affected or

prejudiced by informing the provisions thereof, and keep JPL absolved of all the losses and consequences in this context.

7. That the Trustees shall give acknowledgement of receipt of material on their letter heads duly signed by their authorized signatories, to JPL as and when the material is delivered to JPL.
8. That with each of the consignment having received, Trustees shall issue a receipt giving the date, stating that the cargo will be handled as per agreement and keep JPL informed on daily basis regarding unloading of cargo from the vessel, receipt, dispatch and that the cargo will be handled, stored, moved, loaded under trust under JPL's intimation and full knowledge of JPL.
9. That all necessary precautions and measures will be undertaken by the Trustee to safeguard the interest of JPL.
10. That trustee acknowledges that the title of the goods would remain with JPL until the entire transaction is completed by the Trustee.
11. That trustees also undertake to abide by all terms of this Trust Deed along-with the terms incorporated hereinafter.
12. Any violation above conditions will be treated as Breach of Trust on the part of Trustee and JPL may take any action to safeguard its interest.

In witness whereof the Trustees have hereunto set their hands at _____ on the _____ day of _____

AUTHORISED SIGNATORIES

AUTHORISED SIGNATORIES

WITNESS:

(1)

(2)

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 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

(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.

3

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.

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(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.

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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 :Name & Address Witness 2 :Name & Address

FORMAT OF AFFIDAVIT

Tender No.: STC/HYDRO/IMP COAL/HPGCL/2014-15 dated 05.03.2015
(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)
TO BE NOTARIZED BY A NOTARY PUBLIC

Affidavit of Shri _____ S/O _____ Aged about _____
R/O _____

I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That I am working as _____ (Designation) in _____ (Name and address of the bidder) since _____
2. That I am duly authorized by _____ (name of the bidder) to submit this affidavit of its behalf.
3. That bidder is submitting a bid in response to invitation for bid for supply of 5.00 Million Metric Ton of imported steam coal for power plants of HPGCL/JPL.
4. That bidder is not Black listed or Banned as on date of submission of bid in any of the power utilities/Government/ Semi Government/ Government Undertaking Organizations in India.
5. That bidder has successfully fulfilled all the contractual obligations in all organizations, referred to in Para 4 above, including supply of coal from given origin.
6. That if at any point of time the declarations given above are found to be incorrect, STC of India Limited, New Delhi shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/Performance Bank Guarantee

DEPONENT

Verification :

Verified at _____ on _____ day of _____ 2011 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant has been concealed there from.

DEPONENT

POWER OF ATTORNEY

**(In favour of the Partner authorized to sign/execute documents)
To be submitted by all partners of Joint Venture/Consortium**

TO BE STAMPED AS PER THE STAMP ACT

We, (Name of the Partner) partner in Joint Venture/Consortium participating in the invitation for bid for supply of 5.00 MMTs of imported coal, existing under the laws of (name of Partner's country) having its principal office at (address of Partner's office) hereby appoint and authorize (name of the Partner authorized) existing under the laws of (name of Partner's country), and having its principal office at (address of Partner authorized) as its lawful attorney to do, in the name of aforesaid joint venture/consortium company, any acts mentioned below, concerning the tender for supply of coal to STC OF INDIA LIMITED.

- 1) To participate in the tender/bid No.....
- 2) To enter into the contract and
- 3) To receive instruction for and on behalf of any or all the partners of Joint Venture/Consortium.
- 4) To take all the action for entire execution of the contract on behalf of all the partners of the Joint Venture/Consortium; and
- 5) To do any other act related thereto.

This Power of Attorney comes into effect forthwith and shall remain in full force as per the terms of the bid documents and the subsequent contract, in case of the successful bidder.

Signature of Partner Authorized

Yours faithfully,

Name

Name

Designation

Designation

Address

Seal of Partner company

Seal of Partner authorized.

CERTIFICATE REGARDING NO DEVIATIONS
(On letter head of the Bidder)

Tender No.: STC/HYDRO/IMP COAL/HPGCL/2014-15 dated 05.03.2015

To,

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

Sub: Tender for Procurement of 5.00 MMT of imported coal for the year 2015-16 & 2016-17 for power plants of HPGCL/JPL.

Dear Sir,

We hereby certify that we have gone through all terms and conditions of your TENDER NO. **NIT No.: STC/HYDRO/IMP COAL/HPGCL/2014-15 dated 05.03.2015** and confirm that the bid submitted by us is in total compliance of the terms of bid documents and no deviations whatsoever are incorporated in our bid.

We further undertake that the entire work shall be performed as per the terms of the above bid documents.

Date :

Signature of Authorized Person
(Name & Designation)
Official Seal/Stamp

Annexure -H

**END-USER CERTIFICATE FOR SUPPLIES OF QUANTITIES
(ON THE LETTER HEAD OF END-USER / PSU)**

NO.

DATED :

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

This is to certify that, M/s _____ (bidder) have supplied imported coal to us as per details given below:

Period of Supply (Financial year)	Quantity (MT)

This certificate is issued at the request M/s _____ (bidder) for the purpose of participating in tender/s.

(Signature Of Authorised Person
With Full Address)

PLACE:

DATE:

Note: In case supplies have been made through PSU/s, the certificate from PSU must indicate the name of the end-user.

Annexure-I

**CERTIFICATE FROM STATUTORY AUDITORS OF THE BIDDER FOR
SUPPLIES MADE OF IMPORTED COAL
(On the Letter Head of Statutory Auditors)**

NO.

DATED :

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

We have examined the books of accounts, records and other relevant documents, alongwith other necessary information and explanations furnished by M/s._____having office at _____. We hereby certify that M/s_____ (bidder) has supplied imported coal to end-user (power / cements / steel fertilizers / industrial utilities) directly or through PSU(s) as under:

S.NO.	NAME OF THE END-USER / PSU(S)	FINANCIAL YEAR	QUANTITY SUPPLIED (MTs)

PLACE :
DATE :
PROPRIETOR

SIGNATURE
NAME OF THE PARTNER /
MEMBERSHIP NO.
SEAL OF STATUTORY AUDITORS

**HANDLING EXPERIENCE CERTIFICATE FROM END-USER FOR
HANDLING OF DRY BULK COMMODITY INCLUDING PORT OPERATIONS
AND DELIVERY UPTO DESTINATION
(ON THE LETTER HEAD)**

NO.

DATED :

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

This is to certify that M/s _____(Name and address of the bidder) have handled Dry Bulk Commodities (Solid Commodity) like Coal, Fertilizers and Cement etc including port operations and delivery upto destination as per details given below –

S.NO.	NAME OF THE COMMODITY	FINANCIAL YEAR	QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION

This certificate is issued at the request of M/s _____for the purpose of participating in tender/s.

PLACE :

SIGNATURE OF AUTHORISED PERSON

DATE :

WITH FULL ADDRESS

**HANDLING EXPERIENCE CERTIFICATE FROM ASSOCIATE FOR
HANDLING OF DRY BULK COMMODITY INCLUDING PORT OPERATIONS
AND DELIVERY UPTO DESTINATION
(ON THE LETTER HEAD)**

NO.

DATED :

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

This is to certify that we, M/s _____ (Name and address of the associate of the bidder) have handled dry bulk commodities (solid commodity) like coal, fertilizers and cement etc including port operations and delivery upto destination as per details given below

S.NO.	NAME OF THE COMMODITY	FINANCIAL YEAR	QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND DELIVERY UPTO DESTINATION	NAME OF THE END USER

This certificate is issued at the request of M/s _____ for the purpose of participating in tender/s.

PLACE :
DATE :

SIGNATURE OF AUTHORISED PERSON
WITH FULL ADDRESS

**CERTIFICATE FROM STATUTORY AUDITORS OF BIDDER / OR ITS
ASSOCIATE FOR HANDLING OF DRY BULK COMMODITY INCLUDING
PORT OPERATIONS AND DELIVERY UPTO DESTINATION**

(ON THE LETTER HEAD OF STATUTORY AUDITORS)

NO.

DATED:

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

We have examined the books of accounts, records and other relevant documents, alongwith other necessary information and explanations furnished by M/s. _____ (bidder) /its associate having office at _____. We hereby certify that M/s. _____ (bidder) /its associate have handled including port operations and delivery upto destination dry bulk commodity in India as per details given below:.

SN	Name of the Party	Commodity Handled	Financial Year	Quantity (MTs)

PLACE :

DATE

SIGNATURE

NAME OF THE PARTNER / PROPRIETOR

PARTNERSHIP NO. _____

SEAL OF STATUTORY AUDITORS

DECLARATION FOR HAVING SUBMITTED SINGLE OFFER

To,

STC of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg
New Delhi-110001, India

Dear Sir/(s)

We have submitted our offer bid against your Tender No.: STC/HYDRO/IMP
COAL/HPGCL/2014-15 dated 05.03.2015 for supply of 5.00 MMT of imported coal to you
account HPGCL/JPL.

We hereby confirm that we have submitted only 1 bid and have not submitted price in
conjunction with any other bidder or have submitted bid in any other name either directly or
indirectly.

Yours faithfully,

Date:

Place:

Signature.....

Printed name.....

Designation.....

Common Seal.....

BID SUBMISSION FORM

Procurement of 5.00 MMT of Imported Coal for Financial Year 2015-16 and 2016-17

Tender Ref No. and Date: **STC/HYDRO/IMP COAL/HPGCL/2014-15 dated 05.03.2015**

Bidder's Name and Address :

To,
Mr.

STC of India Limited
Jawahar Vyapar Bhawan
1, Tolstoy Marg
New Delhi-110001

Sub: Tender for procurement of 5.00 Million Metric Ton of Imported Coal for the Year 2015-16 and 2016-17 for power plants of HPGCL/JPL.

Dear Sirs,

1. We hereby submit bids for **“supply of 5.00 Million Metric Ton of Imported Coal for Power plants of HPGCL/JPL as outlined in bidding documents of STC of India Limited.**

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the bidding documents issued by STC of India Limited, being fully aware of nature and Scope of Work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

2. We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:
 - i. Signed copy of the original Bid Document as token of acceptance of the terms including Specifications of imported coal and Pricing methodology laid down therein.
 - ii. Certificates from End-User for Supplies of Quantities
 - iii. Certificate from statutory auditors for experience of imported coal supplies
 - iv. Certificate from End-User for Handling of bulk commodities
 - v. Certificate from Associate for Handling (if applicable)

- vi. Certificate from Statutory Auditors of Bidder/Associate for Handling
- vii. Declaration for no deviation
- viii. Declaration for No multiple bid
- ix. Affidavit for not having been blacklisted
- x. Bank details for transfer of payments electronically
- xi. Power of Attorney
- xii. Bank Guarantee/DD No.____Dated____issued by____ (Name & Address of issuing bank) for Rs.____/US \$ Valid upto _____ towards “Earnest Money Deposit” (EMD).
- xiii. Check List for Bank Guarantee verification for EMD
- xiv. Price Bid
- xv. Integrity Pact as per format duly signed
- xvi. Declaration of Coal mine(s) (mentioning quality & quantity of coal available) outside India from where the bidder is intending to supply coal.

3. We further confirm the following:

- (a) That in case of placement of award, while invoicing, CIF Price of the Coal shall be arrived at based on the Pricing Methodology as detailed in Clause 4.3 – Vol. III covering concept and formulae for fixation of price, linking the FOB prices and Ocean Freight with CERC’s methodology of indexation and the indices for the preceding week, shall be used for the purpose.
- (b) Issuance of Letter of Acceptance, along with signing of Agreement with the Successful bidder subsequently, only will constitute the formation of the contract.

4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 180 days from the due date of submission of Bid i.e. upto _____. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

Date_____

Signature_____

Place_____

Name_____

Designation_____

Seal_____

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM**

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

VENDOR CODE _____(TO BE FILLED IN BY STC)

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

We _____(Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate STC of India Limited in case of any change in particulars given below and will not hold STC of India Limited responsible for any delay/default due to any technical reasons beyond control of STC of India Limited :-

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
BRANCH CODE : _____
ACCOUNT TYPE : _____
(SAVING/CURRENT/OTHERS : _____
E-MAIL/FAX NO.OF THE : _____
BRANCH OF THE BANK : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/WE hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold STC of India Limited responsible.

Date :

Signature of Authorized Signatory

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No. _____ with our branch and the bank particulars mentioned above are correct.

Date

Authorised Signatory

Authorisation No. _____

Name

Official Seal/Stamp

PRICE BID for ICB Bidder (Variable Rates)

Bidder shall submit rates of imported coal received through ICB process as under:-

Sr. No.	Activity	CIF price on variable rate basis based on the Modified Composite CERC's methodology on indexation		
		Unit	Base Week	Basic Rate
1.	FOB Price (A3)	USD/MT		
	Ocean Freight (B3)	USD/MT		
	Marine Insurance (C)	USD/MT		
	Total CIF Price (A3+B3+C) (USD/INR exchange rate as on=.....)	USD/MT INR/MT		
2.	Handling Charges inclusive of service charges, as covered under clause 4.1.(ii) of VOL-III	INR/MT		
3.	Port Charges inclusive of service tax	INR/MT		
4.	Custom/Stamp duty.	INR/MT		
5.	Railway Freight	INR/MT	PTPS (6.0 Lac MT)	
			DCRTPP (4.0 Lac MT)	
			RGTPP (10.0 Lac MT)	
			MGTPP (30.0 Lac MT)	
6.	Inland Insurance Charges	INR/MT		
7.	Any Other Charges	INR/MT		
8.	Landed rates	INR/MT	PTPS (6.0 Lac MT)	
			DCRTPP (4.0 Lac MT)	
			RGTPP (10.0 Lac MT)	
			MGTPP (30.0 Lac MT)	
9.	Total landed cost for 50.0 Lac MT (6.0 Lac MT PTPS, 4.0 Lac MT DCRTPP, 10.0 Lac MT RGTPP, 30.0	INR	50.0 Lac MT	

	Lac MT MGTPP)			
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Note:-

- i. RBI Reference Exchange rate (USD/INR), as applicable on **05.03.2015**, should be mentioned, which shall form the basis for 10% capping of Forex i.e. USD/INR exchange rate.
- ii. The landed rates will be calculated by converting CIF Price from USD/MT to INR/MT by using exchange rate of USD/INR as 05.03.2015.
- iii. The final evaluation of the bids shall be based on total landed cost (in INR) at STC TPS and MGTPP, Jhajjar on the initial quantity of coal i.e. 50.0 Lac Metric Tonne {20.0 Lac MT for STC and 30.0 Lac MT for JPL, Jhajjar} for its use at STC TPS and MGTPP, JPL on 05.03.2015 and considering that charges quoted are inclusive of all taxes, duties, etc.

Signature:

Designation:

Name of the Firm:

Address of the Firm:

Seal of Firm:

Annex-P

Format for Declaration (by ICB bidder) of Source of Imported Coal as per Section B of the Bidding document

As required under Section B of the Bidding document no. _____, we give below the following details of coal mine(s), from where we shall be sourcing imported coal for supply to HPGCL TPS and JPL's TPS complying strictly to Clause 3 of Section C - Technical Specifications of Coal as per the awarded quantity in case of consideration of award:

Name of Mine (s)	Location	Country	Name of Mine Owner/ Lease Holder/ Offtake Holder	Quality of Coal	Quantity of coal

Signature:
Designation:

Name of the Firm:
Address of the Firm:
Seal of Firm:

CERTIFICATE FOR CIF PRICE WORKING

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

Working of FOB Price = A= (A2xA3)/A1			Type-1
A1	Modified Composite CERC Index on the base date	USD/MT	
Calculation for Modified Composite CERC Index for the preceding week*:		USD/MT	
	Richards Bay API4, 6000 Kcal/Kg NCV	USD/MT	
	Global Coal New Castle, 6000 Kcal/Kg NCV	USD/MT	
	Argus ICI3, 5000 Kcal/Kg GAR	USD/MT	
	Platts ICI 5000 Kcal/Kg GAR	USD/MT	
A2	Modified Composite CERC Index with weightage 25:25:25:25 of above	USD/MT	
A3	FOB Component of the CIF price accepted	USD/MT	
FOB Price = A = (A2xA3) / A1		USD/MT	
Working of Ocean Freight = B = (B2xB3)/B1			
B1	Singapore 380 CST Bunker Fuel Price on the base date	USD/MT	
B2	Singapore 380 CST Bunker Fuel Price for the preceding week*	USD/MT	
B3	Ocean Freight Component of the CIF price accepted	USD/MT	
Ocean Freight = B = (B2xB3)/ B1		USD/MT	
Marine Insurance Component = C		USD/MT	
CIF Price = A+B+C		USD/MT	

* = Certified copies of the respective publications are attached herewith

This is also to certify that the Indices Values for the preceding week to derive the applicable CIF Price.

Sign and Seal of the Seller.....

HIGH SEAS SALE AGREEMENT FORM
(To be signed between HPGCL/JPL and STC)

This High Seas Sale Agreement is entered on _____ day of _____ 201____ and between
(Name and Address of the Seller), HEREINAFTER REFERRED AS ‘SELLER’
AND
(Name and Address of Purchaser), HEREINAFTER REFERRED AS ‘PURCHASER)

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

1. Commodity: Imported Steam Coal in Bulk.
2. Origin:
3. Vessel:
 - a. Quantity as per B/L:
 - b. Technical specification:
 - c. Bills of Lading Details:
 - d. Sale Price:
 - e. Payment Terms:
 - f. Force Majeure:
 - g. Other Terms and conditions

For (Seller)

For (Purchaser)

(Authorized Signatory)

(Authorized Signatory)

List of Agencies for Load Port Testing

S. No.	Name
1.	PT. Surveyor Indonesia Graha Surveyor Indonesia Jl. Gatot Subroto Kav. 56 Jakarta 12950 – Indonesia Tel: 62-21 526 5526 Fax: 62-21 526 5525
2.	PT. IOL Indonesia (part of Bureau Veritas group) Menara Bidakara 2, 11 th Floor Jl. Jend. Gatot Subroto Kav. 71-73 Jakarta Selatan 12870 Indonesia
3.	PT Artha Buana Inspektindo 31, Bailai Rakyat No.3, Utan Kayu Utara, Jakarta Timur -13120, Indonesia
4.	PT Geoservices Jl. Minangkaban, Barat No. 34 Jakarta Selatan-12970
5.	PT Sucofindo Graha Sucofindo, I Floor, Jl. Raya Pasar Minggu Kav, 34, Jakarta 12780 Phone : (021) 7983666 Ext, 1116, 1124 Fax : (021) 7986473, 7983888 E-mail : customer.service@SUCOFINDO.co. id
6.	PT. SGS Indonesia Cilandak Commercial Estate #108C Jl. Raya Cilandak KKO Jakarta Selatan 12560 Indonesia
7.	GEO-CHEM FAR EAST PTE LTD Blk 47, Ayer Rajah Crescent, # 05-01, Ayer Rajah Industrial Eastate Singapore – 139947 Tel :- +65 67774620, Fax :- +65 67774650 Email :- singapore@geochemgroup.com
8.	ACIRL Pty Ltd (Australia Coal Industry Research Laboratory) ACTEST (ACIRL Quality Testing Services Pty. Ltd) PO Box 242, Booval QLD 4304 1, ACIRL Street Riverview QLD 4303, Australia
9.	Bureau Veritas – Western Australia 6 Gauge Circuit Canning Vale Perth Western Australia 6155 Australia

10.	SGS Australia 10 Reid Road, Perth International Airport Newburn, Western Australia 6105 Australia
11.	SGS SOUTH AFRICA (PTY) LTD 58 Mellville Street, Booyens P.O. Box 82582, Southdale Johannesburg 2135 South Africa
12.	Inspectorate M&L (Pty) Ltd (part of Bureau Veritas group) 40 Modulus Road Ormonde Johannesburg 2190 South Africa
13	PT.BUANA UJI INSPEKSI Registered office: PT.BUANA UJI INSPEKSI JL Agung Niaga II G2 No.24 RT.014 RW.013 Kel. Sunter Agung KEC.Tanjung Priok Jakarta Phone: +62215291-9326 E-mail _qcb@bui-inspection.com

List of Agencies for Discharge Port Testing

S. No.	Party Name	Address
1.	Central Power Research Institute	Prof. Sir. C.V. Raman Road Sadashivnagar Post, Banglore-560 080 Tel: 09844012844, 080-3602329/3601263 Fax: 020-23601213 Email: Sudhi@cpri.in Contact Person: Mr. C.P. Jairam,
2.	Intertek India Pvt. Ltd., Kolkata	Laboratory, Plot No. P-27, Phase-I, Kasba Industrial Estate, Kolkata- 700 107 Phone : 033-24433229 Fax:033-24436932 Mob: 09836181291, E-mail: ashis.mallick@intertek.com Contact Person: Mr. Ashis Baran Mallick
3.	Shriram Institute For Industrial Research	19, University Road, Delhi-110007 Tel: 9818360622 Contact Person : Dr. K.M.Chako
4.	SGS India Pvt. Ltd.	Plot No. 64, G.I.D.C Main Road, Dharampur, Porbandar-360575 Tel: 0286-6454501 to 6454516 Fax: 0286-2220177 Mobile : 09724326973/ 09825916785 E-mail: ashish_bagkar@sgs.com Contact Person: Mr. Vipul Jadeja
5.	SGS India Private Limited,	C/o-Pioneer Paper Plast (P) Ltd., H.O.S-3/12, Sector-A, Zone-B, Mancheswar Ind. Estate, Bhubaneswar- 751010, Odisha Tel :674 2580879 Fax 674-2580879 E-mail: padmanava.panda@sgs.com
6.	Cotecna Inspection India Pvt. Ltd.-Testing	Laboratory Old No. 51, New No. 53 A, First Floor, Pillaiyar Koil Street, Tondiarpet, Chennai-600081 Tel : 044-25985028, 09962525464 Email: Chennai.lab@cotecna.co.in Contact Person : Mr.M.Gopi, Lab In-Charge
7.	Material Testing Group (MTG), Defence, Bioengineering and Electromedical Laboratory (DEBEL),	DRDRO, Ministry of Defence, C.V. Raman Nagar, Bangalore-560093, India Tel-080-25058432, Fax No. 080-25282011 E-mail: mtgdebel@gmail.com Contact Person: Dr. N.S. Kumar, Scientist-

		E
8.	Independent Testing Laboratories National	Council for Cement & Building Materials, Baliabgarh-121 004 Telefax 0129-2212525 Mobile- 9958998060 E-mail: mmancb@gmail.com Contact Person : Dr. M M Ali
9.	Testing Laboratory, Ahmedabad Textile Industry's Research Association (ATIRA)	P.O. Ambawadi Vistar, Ahmedabaad-380015 Tel: 079-26307921-2-3 Mob: 09825326966 Fax: 079-26304677/26301969 E-mail: chem.@atria-rnd-tex.org Contact Person: Dr. Md. S. Rahman, Assistant Director & Head Chemistry Division
10.	Inspectorate Griffith India Pvt. Ltd. Chennai Laboratory	Fourth Floor, P.T. Lee Chengalvaraya Naicker Maaligai 23, Rajaji Salai (Opp. Beach Railway Station), Chennai, Tamilnadu-600001 Tel: 044-25243201, 2: 09874026463 E-mail: chennaiab@inspectorate.co.in
11.	MIA Test Lab & Research Centre, (TLC) (An Enterprise of MIDC Industries Association)	P-26, MIA House, MIDC Industry Area, Hingna Road, Nagpur-440028 Email: mia_midc@yahoo.com Contact Person : Mr. G L Neema

**1. PROFORMA FOR BANK GUARANTEE FOR HSS CONTRACT
PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No.....

Date :

To
HPGCL

Dear Sirs,

STC of India Ltd (hereinafter referred to as the 'STC' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) being successful in the bid containing provision for acceptance of third party guarantee for supply of imported steam coal to HPGCL thermal power plants and Jhajhar Power Ltd., Jhajhar and having been awarded the LOI in its favour, in consideration thereof STC further having awarded to M/ s a company within the meaning of the Companies Act, 1956 and having its Head Office at (complete address) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by entering into an Agreement with 'Supplier' under Ref No dated and the same having been unequivocally accepted by the 'Supplier' resulting in a 'Contract' for purchase of imported Steam Coal on High seas sale/CIF at HPGCL/JPL Power stations on high seas sale/CIF and the 'Supplier' having agreed to provide a Performance Guarantee in terms of the contract for faithful performance of the entire contract equivalent to 10% of CIF contract value.

We, (Name & Address of Bank) having our Head Office at (complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay HPGCL, Rs._____, on demand any and all monies payable by the Supplier to the extent of Rs._____ as aforesaid at any time without any demur, reservation, contest, recourse, or protest and/or without any reference to the Supplier. Any such demand made by HPGCL on the Bank shall be conclusive and binding notwithstanding any difference between the STC, HPGCL and Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the HPGCL and further agrees that this guarantee herein contained shall continue to be enforceable within its validity.

The HPGCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by STC. The Bank shall not be released of its obligations under these presents by any exercise by the HPGCL of its liberty with reference to the matters aforesaid or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC/HPGCL or any other indulgence shown by the HPGCL or by any other matter or

thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the HPGCL at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against STC and notwithstanding any security or other guarantee that the HPGCL may have in relation to the STC/Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ___ and it shall remain in force beyond 3 months after completion of contract period.

WITNESS

1)

SIGNATURE

NAME

OFFICIAL ADDRESS

SIGNATURE

NAME

DESIGNATION

BANK'S COMMON SEAL

SIGNATURE

ATTORNEY AS PER POWER OF ATTORNEY NO.....

NAME

DATE

OFFICIAL ADDRESS.....

2. PROFORMA FOR BANK GUARANTEE FOR HANDLING CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No.....

Date :

To
HPGCL.

Dear Sirs,

STC of India Ltd (hereinafter referred to as the 'STC' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) being successful in the bid containing provision for acceptance of third party guarantee for supply of imported steam coal to HPGCL thermal power plants and Jhajhar Power Ltd., Jhajhar and having been awarded the LOI in its favour, in furtherance thereto, STC, HPGCL having awarded to M/ s a company within the meaning of the Companies Act, 1956 and having its Head Office at (complete address) (hereinafter referred to as the 'Handling Agent' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by entering into a tripartite Agreement with 'Handling Agent' under Ref No dated and the same having been unequivocally accepted by the 'Handling Agent' resulting in a 'Contract' for inland handling of imported Steam Coal including transportation of imported coal from discharge port to the HPGCL TPS and Mahatama Gandhi Thermal Power Plant of JPL and for handling of coal after completion of highseas sale agreement/formalities and the 'Handling Agent' having agreed to provide a Performance Guarantee to HPGCL/JPL hereinafter referred as beneficiaries in terms of the contract for faithful performance of the entire contract equivalent to 10% of total inland logistic charges (handling charges, custom duty, port charges, inland insurance charges, railway freight etc.) of 20.0 Lakh MT/30.0 Lakh MT (as on base date).

We, (Name & Address of Bank) having our Head Office at (complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the HPGCL Rs._____, on demand any and all monies payable by the Handling Agent to the extent of Rs._____ as aforesaid at any time without any demur, reservation, contest, recourse, or protest and/or without any reference to the Handling Agent. Any such demand made by HPGCL on the Bank shall be conclusive and binding notwithstanding any difference between the STC, HPGCL and Handling Agent or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this

guarantee during its currency without previous consent of HPGCL and further agrees that this guarantee herein contained shall continue to be enforceable within its validity.

The HPGCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by STC. The Bank shall not be released of its obligations under these presents by any exercise by the HPGCL of its liberty with reference to the matters aforesaid or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC/HPGCL or any other indulgence shown by the HPGCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the HPGCL at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Handling Agent and notwithstanding any security or other guarantee that the HPGCL/STC may have in relation to the Handling Agent's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ___ and it shall remain in force beyond 3 months after completion of contract period.

WITNESS

1)

SIGNATURE

NAME

OFFICIAL ADDRESS

SIGNATURE

NAME

DESIGNATION

BANK'S COMMON SEAL

SIGNATURE

ATTORNEY AS PER POWER OF ATTORNEY NO.....

NAME

DATE

OFFICIAL ADDRESS.....

Methodology for collection of samples at unloading end

The supplier shall ensure following methodology for collection of sample:-

1. The concerned officer of HPGCL/JPL is informed on the arrival of Imported Steam Coal rake.
2. The officers as authorized by the HPGCL/JPL, representative/s of Independent Inspection Agency and representative/s of supplier/handling agent and JPL Procurers are associated for the collection of sample as under:-
“The 4 nos. increments from each corner & one from centre at a depth of 2 to 4 feet from 8 nos. stationary wagons of a rake, 3 nos. increments each from grizzly top after tipping of 7 no. wagons are taken. The above 8 no. wagons and 7 no. wagons shall be at an interval of 4 wagons at random location. The above increments from 14-15 wagons shall be used for preparation of final samples.”
3. Approximately, 20-25 kg of coal sample shall be collected from each wagon.
4. Thus, approximately 300-350 Kg of sample is collected from 14-15 wagons in a rake.

Chief Engineer/ Fuel-cum-Operation
HPGCL, Panchkula