

**The State Trading Corporation of India Limited  
(A Government of India Enterprise)  
Jawahar Vyapar Bhawan  
Tolstoy Marg, New Delhi-110001  
Phone: 23462434, 23701187 Fax: (011) 23701026**

**TENDER DOCUMENTS FOR PROCUREMENT OF 3,78,000 Mts OF LOW SULPHUR  
INDONESIAN / IMPORTED OR INDIGENOUS COAL ON F.O.R DESTINATION AT  
REFINERY SITE BASIS AT BORL, BINA**

**Tender Notice No : STC/CC/BORL/2014-15/001  
Dated 20.05.2014**

**Due on 10.06.2014 at 1430 Hrs.**

## **INTRODUCTION**

Our client, Bharat Oman Refineries Ltd., (hereinafter referred to as BORL) is a Company promoted by Bharat Petroleum Corporation Ltd., have requirement of Low Sulphur (sulphur  $\leq$  0.20%) Indonesian / Imported or Indigenous Coal@ 63,000 MTS per Month for six months totaling to 3,78,000 MTS from June 2014 to December 2014 of specifications mentioned herein, on 'FOR Destination basis at Bharat Oman Refineries Limited, Post: BORL Residential Complex, Bina, Dist. Sagar, Pin - 470124 (Madhya Pradesh). First Cargo to be delivered by 15<sup>th</sup> June 2014. The delivery schedule and timely supply is essence of the contract. STC, therefore, intends to engage supplier for the procurement of imported coal for their plant, through the nearest Indian port.

The Scope of Work includes supply of Indonesian / Imported or Indigenous Coal to STC at nearest Indian Port, arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes, loading, transportation and delivery at BORL Refinery Site, Bina (MP). All other activities for clearing and forwarding of the consignments like customs clearance, coordination with Port, Railways and any statutory authorities shall also be part of Scope of Work of bidder. All liaison, coordination at load port, discharge port, Railways, Handling agents etc. shall also be part of Scope of Work of bidder. Unloading of Coal at Refinery Site from Railway Wagons/Carriers shall be arranged by BORL.

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

## **GENERAL INFORMATION**

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

4. STC reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this tender.
5. The successful bidder has to submit *BANK GUARANTEE FOR CONTRACT PERFORMANCE* Annexure- II to GPC & (a) Corporate Guarantee, (b) Letter of Undertaking, (c) Indemnity Bond, and (d) Trust Deed as per STC's format to be provided to the successful bidder for submission prior to awarding the tender to secure STC depending upon the nature of the transaction to be determined on the basis of tender.
6. The import under this tender will be on C&F basis and accordingly in compliance with government guidelines and No Objection Certificate (NOC) is required to be obtained from TRANSCART (Ministry of Shipping, Government of India). The successful bidder shall provide requisite documents and information as may be required by TRANSCART for issuing NOC. Cost, if any, charged by TRANSCART 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.
7. The guidelines and relevant circulars may be seen on website of the Ministry of Shipping, Government of India ( [www.shipping.gov.in](http://www.shipping.gov.in))
8. The Successful bidder(s) should also obtain all necessary clearances and other related statutory requirements etc. as applicable for supply of coal from the concerned authorities, without any additional cost to the STC.
9. Interested Bidder(s) will be required to enter into an Integrity Pact with STC as per prescribed format at **ANNEXURE – III to SPC**. Only those Bidders who sign an Integrity Pact with STC in the prescribed format and submit the same along with other tender documents, shall qualify to participate in the tender process.
10. The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitors (IEMs) appointed by STC for this purpose.
11. The successful bidder(s) may clearly note that terms and conditions enumerated in this bid document are only illustrative and not exhaustive. The successful bidder(s) will have to enter into contracts as devised by STC to fully protect STC's overall interests and also the interests of BORL.

**Date:** 20.05.2014

To,  
M/s \_ \_ \_ \_ \_

**SUBJECT: - SUPPLY OF LOW SULPHUR INDONESIAN / IMPORTED OR INDIGENOUS COAL ON F.O.R DESTINATION REFINERY SITE BASIS, BORL, BINA, DISTRICT-SAGAR, MADHYA PRADESH, INDIA**

**TENDER No:** STC/CC/BORL/2014-15/001 Dated: 20.05.2014

Dear Sir,

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

Refer attached enquiry document for **Supply of Low Sulphur (sulphur  $\leq$  0.20%) Indonesian / Imported or Indigenous Coal** at Bharat Oman Refineries Limited, Bina, Dist. Sagar, Pin - 470124 (Madhya Pradesh)

**SEALED QUOTATION** is invited in three parts bid system as per details below.

1. BRIEF SCOPE OF WORK: -

Supply of low sulphur Indonesian / imported or indigenous coal as per technical specification attached with tender bid on delivery at Bina Refinery site basis including transportation of coal from Ex-Mine to foreign-port, arranging vessels for transportation from foreign port to India, ocean transport, stevedoring, handling, storage, port clearances, custom clearance, arranging Railway rakes, loading, transportation and delivery at Refinery siding at BORL, Bina. All activities for clearing and forwarding of the consignments like customs clearance, coordination with Port, Railways and any statutory authorities shall also be part of scope of Supplier. All liaison, coordination at load port, discharge port, Customs or any other Statutory agency(ies), Railways, Handling agents etc. shall also be on the part of Supplier. The Supplier should obtain all necessary and related statutory clearances applicable for supply of imported / indigenous coal against this tender enquiry from the concerned statutory authorities.

## SALIENT FEATURES OF BIDDING DOCUMENT:

- 2.1 Earnest Money Deposit (EMD) : INR 10,00,000/- ( Indian Rupees Ten Lakhs only)
- 2.2 Last Date and Time for Submission of offer : 10.06.2014 at 14.30 HRS (IST) & Opening of Techno-commercial Bids : 10.06.2014 at 15:30 HRS (IST)
- 2.3 Delivery Period : June, 2014 to December, 2014  
**First cargo to be delivered by 15-06-2014**
- 2.4 Tentative qty. for supply : At the monthly supply rate of 63,000 MTs (maximum) up to total quantity of 3,78,000 MTs on CALL-ON / requirement basis (refer SPC clause #5)
- 2.5 Address for Communication with STC : (1) GENERAL MANAGER (Coal & Coke)  
The STC of India Ltd. Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi- 110001, INDIA.  
  
E-mail: [sammirkapoor@stc.gov.in](mailto:sammirkapoor@stc.gov.in)  
Phone No. 011-23462434
- (2) BRANCH MANAGER  
The S.T.C. of India Ltd. B-1-201, Marathon Nextgen Inova, Opp. Peninsula Corporate Park, Off. Ganpatrao Kadam Marg, Lower Parel (West), Mumbai – 400013, INDIA.  
  
E-mail: [Mumbai@stc.gov.in](mailto:Mumbai@stc.gov.in)  
Phone No. 022-24919656
- 2.6 Place of receipt of tender : (At Front Reception ground floor)  
The STC of India Ltd. Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi- 110001, INDIA.
- 2.7 Tender Document Fee (Non Refundable) : Rs. 25,000/- in favour of **The State Trading Corporation of India Limited**, in the form of Demand Draft payable at New Delhi

- 2.8 Pre Bid Meeting : 06/06/2014 on 1100 HRS at STC New Delhi
3. Validity of the bid : Four months from the due date of tender.
4. Earnest Money Deposit (EMD) shall be paid in favour of **The State Trading Corporation of India Limited**, in the form of Demand Draft payable at New Delhi or Bank Guarantee in the prescribed pro-forma (attached with tender with General Purchase Conditions) issued by a Schedule - A Banks in India (except for co-operative banks). The Bank Guarantee shall be kept valid for a period of 60 days beyond the validity period of the offer for claim. No interest shall be payable by STC on EMD amount.

The EMD will be refunded to the unsuccessful bidders within reasonable time after acceptance of award of work to the successful bidder. For successful bidder, EMD shall be returned only after commencement of supply and receipt of security amount as per tender conditions.

The EMD shall be forfeited in case of:

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

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

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

- I. PART - I comprising of the following documents and to put in separate sealed envelope:

- ENVELOPE NO.1 :
- i) DD for Rs 25,000 (INR Twenty five Thousand only) in favour of STC of India Limited on account of Tender Documents fee.
  - ii) EMD (Rs 10,00,000/-) (Ten lakhs) Demand

Draft / BG.

- ii) Supporting documents for Pre-Qualification (PQC) as mentioned in below point # 6.

- II. PART - II comprising of the following documents and to put in separate sealed envelope:

ENVELOPE NO. 2 : The Techno-Commercial offer shall contain technical specifications and any other technical details bidder would like to inform STC on the subject job in addition, Part-II shall also include the following documents:

All documents of tender **should be signed/ stamped by bidder on all pages** as a token of their acceptance of all terms and conditions, and should be enclosed in envelope 2.

Bidder to submit Un-priced copy of SOR with an indication 'Quoted' or 'Not-Quoted' against each item. **Please do not indicate prices in Un-Price Bid.**

Technical & Commercial Deviations, if any these shall be indicated in EXHIBIT- E1 only. Details of taxes and duties applicable for the offer submitted by the bidder shall be clearly mentioned and submitted with the techno commercial offer.

- III. PART - III comprising of the following documents:-

ENVELOPE NO.3: Priced Bid (**original**) shall be complete with the Price Schedule filled strictly as per Schedule of Rates Format enclosed. The quoted price for each item shall be written in figures & words. Amount shall be written in Figures only. All pages in the priced bid form to be signed and sealed by bidder

All three envelopes shall be sealed properly and to be tagged by their number & subject. For illustration on top of envelop no.1, shall be written as following

**Envelope-1,**

Tender ref: STC/CC/BORL/2014-15/001 dated 20.05.2014 (for supply of coal)  
Subject: Tender Cost / EMD / PQC

To the extent possible all three envelopes shall be put in one large size envelope and to be submitted as a complete bid.

Notes:

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

## **6. PRE QUALIFICATION CRITERIA:**

Bidder shall fulfill the following qualification criteria:

### **6.1 EXPERIENCE CRITERIA**

- i. The bidder shall not be blacklisted/ debarred or on holiday list by any GOVT/ PSU. A self-declaration certificate to be furnished by bidder.
- ii. Bidder shall be in the business of supplying of coal to consumers in India. Bidder shall submit the company profile, resources & logistic details, company registration details, order copies etc along with bid.
- iii. The Bidder shall have experience of supply of coal, on single point responsibility basis at least for minimum quantity of 200,000 MTs in single order, in any one year during the last three preceding financial years. Order copy along with completion certificates issued by the executing Officer-In-Charge mentioned in the order to be submitted with bid.
- iv. Documentary evidence for tie ups, agreements, lease with mine holder for supplying Indonesian / imported coal shall be provided by the bidder along with bid. Source of supply (Mines) & capacity details shall also to be mentioned.
- v. Consortium / Joint bids shall not be accepted.

### **6.2 FINANCIAL CRITERIA**

- i. The annual turnover of the bidder shall be at least of INR 170 Crores in any of the year in last three preceding audited financial years.
- ii. Net-worth of the Bidder during the last financial year shall be positive. However, bidders having negative net-worth will also be considered provided all his annual reports for the preceding three financial years indicate profit after tax. Bidder shall furnish audited financial statements of last 03 years.
- iii. Solvency Certificate from Scheduled Bank to be attached.

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

7. Bids completed in all respect should reach our office on or before the Tender Due Date and Time (pl refer para 2.6 above for address for submission of bids).



No extension in the Tender Due Date and Time shall be considered on account of delay in receipt of bidding document by Post/Courier. Bids submitted through Fax / E-mail shall be out rightly rejected. Any bid received after the Tender Due Date and Time is liable to be rejected.

8. The Bidding Document is non-transferable.
9. Bidder is requested to submit 'ACKNOWLEDGEMENT CUM INTENT LETTER' immediately on downloading of documents, as per format attached.
10. STC reserves the right to assess Bidder's capability, reliability for the above item to STC/BORL's full satisfaction. STC also reserves the right to reject or accept quotation without assigning any reason thereof.
11. Bidders are requested to go through the following documents related to this tender document:
  - (a) Instruction to Bidders.
  - (b) Commercial Questionnaire.
  - (c) Technical Specification.
  - (d) Special Purchase Condition.
  - (e) Schedule of Rate.
  - (f) General Purchase Condition.

Thanking you

Yours faithfully

**For STC of India Limited.**

General Manager

**ACKNOWLEDGEMENT CUM INTENT LETTER**

To,  
General Manager,  
Coal & Coke Division  
STC of India Limited  
Jawahar Vyapar Bhawan  
Tolstoy Marg  
New Delhi- 110001

**SUBJECT: - SUPPLY OF LOW SULPHUR INDONESIAN / IMPORTED OR  
INDIGENOUS COAL ON DELIVERY AT BINA REFINERY  
SITE BASIS,BINA , DISTRICT-SAGAR, MADHYA PRADESH,  
INDIA**

TENDER No.: STC/CC/BORL/2014-15/001 dated. 20-05-2014

Dear Sir,

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

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

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

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

\_\_\_\_\_

BIDDER'sNAME : \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

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

(SIGNATURE & SEAL OF BIDDER)

**INSTRUCTIONS TO BIDDERS (ITB)  
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## **INSTRUCTION TO BIDDERS (ITB)**

### **1.0 INTRODUCTION**

You are invited to submit your bid for the execution of work / supply of material as detailed in various sections of the Bidding Document.

### **2.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM**

#### **2.1 Bidding Document :**

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

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

Transfer of Bidding Document is not permissible.

#### **2.2 Clarification Requests by Bidder:**

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

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

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

#### **2.3 Amendment of Bidding Document:**

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

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

2.4 Confidentiality of Document :

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

2.5 Acknowledgement & Confirmation to bid :

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

**3.0 PREPARATION OF BIDS :**

3.1 Site Visit

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

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

**3.2 Cost of Bidding**

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

**3.3 Arrangement of Bid**

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

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

#### 4.0 EARNEST MONEY DEPOSIT

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

STC will examine the bids to determine whether they are complete, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

EMD shall be paid in favour of **“The State Trading Corporation of India Limited, New Delhi”** in the form of a Demand Draft payable at New Delhi or Bank Guarantee in the prescribed pro-forma issued by a Scheduled Bank in India (except for co-operative banks). The Bank Guarantee shall be kept valid for a period of 60 days beyond the validity period of the offer for claim. No interest shall be payable by STC on EMD amount.

#### 5.0 UNSOLICITED POST TENDER MODIFICATION

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

#### 6.0 COMPLIANCE TO BIDDING DOCUMENT REQUIREMENT

6.1 STC expects Bidder's compliance to requirement of Bidding Document without any deviation. The bid containing exceptions/ deviations on the following stipulations/ conditions shall be liable for rejection.

- i) Delivery Period
- ii) Schedule of Rates
- iii) Price reduction due to delay
- iv) EMD/ Security Deposit / Contract Performance Guarantee
- v) Bid Validity

6.2 Deviation on other clauses should also be avoided. However, if felt absolutely necessary should be furnished in the techno-commercial bid (and not in Bidding Document or price bid) as per **EXHIBIT-E1. STC shall not take cognizance of any deviation stipulated else-where in the bid.** If no deviations are stipulated, then the same shall be confirmed as per **EXHIBIT-E2.** Deviations, if accepted shall be loaded on the quoted price, wherever applicable. In case Bidder stipulate

deviations, and there are sufficient bids without any deviation, STC have the right to reject such bid at its absolute discretion and without giving any opportunity for such Bidder to make good such deficiency.

## **7.0 DOCUMENTS COMPRISING THE BID**

Bidder shall arrange his bid in the following order:

### **7.1 Part-I - Pre Qualification Bid**

'Pre-Qualification Bid' shall be complete with all the required documents uploaded as given below

- i All required documents as per PQ criteria.
- ii EMD (Demand Draft/ Bank Guarantee) as applicable.
- iii. Self-declaration certificate for stating that the bidder is not blacklisted / debarred or on holiday list by any Govt / PSU.
- iv. Contact details of Vendor duly filled, signed and stamped.
- v. Any other supporting documents / information in support of the bid.

### **7.2 Part-II - Techno-Commercial (Un-priced) Part**

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

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

- (i) All documents of tender should be signed/ stamped by bidder on all pages and should be submitted.
- (ii) Bidder to submit Un-priced copy of SOR with an indication 'Quoted' or 'Not-Quoted' against each item. Please do not indicate prices in Un-Price Bid.
- (iii) Technical & Commercial Deviations if any. These shall be indicated in EXHIBIT- E1 only.
- (iv) Details of taxes and duties applicable for the offer submitted by the bidder shall be clearly mentioned and submitted with the techno commercial offer.

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

### **7.3 Part-III - Priced Part**

Priced commercial part shall contain Schedule of Rates duly filled in. Rates/ amount must be filled in format for 'Schedule of Quantity / Rates' enclosed as

part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rate' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Purchase Condition, Special Purchase Condition or any other part of Bidding Document, the quoted rate shall be deemed to be inclusive of cost incurred for such activity.

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

All rates set forth in Bidder's quotation, shall be in Indian Rupees unless otherwise instructed.

Bidder shall quote rates both **in figures as well as in words** and amount **in figures**, failing which the bid is liable to be rejected.

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

## 8.0 **SUBMISSION OF BID**

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

## 9.0 **BID OPENING**

9.1 The deadline for bid submission is 14.30 Hrs on the due date mentioned. In the event the specified due date of submission being declared a holiday for STC, the bid shall be submitted at the appointed time and location on the next working day.

### 9.2 **Pre-Qualification Bids- Part I**

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

### 9.3 **Techno-Commercial Bids (Un-priced Bids)- Part II**

The Un-priced Bids (Techno-Commercial Bids) of those bidder(s), whose offers for 'Pre-qualification Bid' are found to be acceptable, will only be opened. During evaluation, STC may request Bidder for any clarification on the bid, additional data or documents. Bidder shall submit the same.

### 9.4 **Price Bids- Part III**



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

#### 10.0 **EVALUATION OF PRICE BIDS**

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

10.2 If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT in FIGURES shown in the tender, the following procedure shall be followed :

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

#### 10.3 **Bid Evaluation Process to be Confidential**

For price evaluation purpose, STC will determine the evaluated price by suitably adding/ adjusting the prices. Information related to examination, clarification, evaluation and comparison of bids and recommendation for award of contract shall not be disclosed to bidder. Any effort by bidder to influence STC processing of bidding or award decision may result in rejection of such Bidder's bid.

10.4 Conditional discount, if offered shall not be considered for evaluation.

10.5 Any uncalled for lump sum / percentage or ad-hoc reduction / increase in prices, offered by bidders after submission of the prices shall not be considered for evaluation. However, if such reduction is from the recommended bidder, such reduction shall be taken into account for award of work.

10.6 The work shall be awarded to a Supplier based on the rates finally accepted by STC.

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

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

## 12.0 **NEGOTIATION AND AWARD OF WORK**

### Negotiation

In the opinion of STC, if the total price or certain item rates quoted by the Bidder are considered high, STC may invite the Bidder for price negotiation. Bidder shall attend such negotiation meetings, and if requested by STC, shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

### Award of Work

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

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

## 13.0 **PERFORMANCE GUARANTEE**

The Successful Bidder shall furnish a Performance Bank Guarantee to STC as per format enclosed at Annexure- II GPC of Bidding Documents for equivalent to INR 10 Crores (Ten Crores) from any Indian Nationalized Bank/ Scheduled Bank in Public Sector/Private Sector (except Cooperative and 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 Contract Performance Guarantee furnished by the Successful Bidder shall be irrevocable and unconditional and STC shall have the powers to invoke it, notwithstanding any dispute or difference between the Successful Bidder and STC pending before any court, tribunal, arbitrator or any other authority. The Contract Performance Guarantee shall be valid for period of 6 (Six) months plus 03 (Three) months from date of placement of order. However the Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the contract. Security Deposit shall be deposited within 10 days of receipt of the LOI / FOA from STC.

## 14.0 **INTEGRITY PACT**

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

1. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.

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

The S.T.C. of India Limited  
**SUB.: EXHIBIT - 'E2' FOR COMPLIANCE TO BID REQUIREMENT**

**NAME OF BIDDER : M/s**

**NAME OF WORK :**

**BIDDING DOCUMENT No :**

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

SIGNATURE OF BIDDER ; \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

**EXHIBIT - 'E1'**

**EXCEPTIONS AND DEVIATIONS**

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

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

## COMMERCIAL QUESTIONNAIRE

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

	<b>Query</b>	<b>Bidder's Reply/ Confirmation</b>
1.0	Confirm that Earnest Money Deposit (EMD) as per tender documents have been furnished along with bid.	
2.0	Confirm that the following documents are submitted with Part I or Part II as applicable and explained in the tender document.	
a)	The bidder has not been blacklisted/ debarred or put on holiday list by any GOVT/ PSU. A self declaration certificate has been furnished by bidder.	
b)	Bidder shall be in the business of supplying of coal to consumers in India. (company profile, resources & logistic details, company registration details, order copies etc has been submitted along with bid)	
c)	The Bidder shall have experience of supply of coal, on single point responsibility basis at least for minimum quantity of 200TMT in single order, in any one year during the last three preceding financial years issued by the executing Officer-In-Charge mentioned in the order to be submitted with bid.	
d)	Documentary evidence for tie ups, agreements, lease with mine holder for supplying Indonesian / imported coal to be provided by the bidder along with bid. In addition to this, source of supply (Mines) & capacity details to be mentioned in the techno-commercial offer.	
e)	Consortium / Joint bids shall not be accepted by STC	
f)	The annual turnover of bidder shall be at least INR 170 Crores in any of the year in last three preceding audited financial years.	
g)	Net-worth of the Bidder during the last financial year shall be positive. However, bidders having negative net-worth will also be considered provided all his annual reports for the preceding three financial years indicate profit after tax.	
h)	Furnished audited financial statements of last 03 years.	
i)	Solvency Certificate from Scheduled Bank is attached.	
j)	Master Index as enclosed in the Bidding Document is submitted in un-priced part duly signed and stamped on each page	
k)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	

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

12.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement	
13.0	Confirm that you have your own QA/ QC program for executing this work. In case of award of work, you will submit all QA/ QC documents.	
14.0	Details of Mine & Facilities as per Annexure-I to SPC (format is enclosed) has been filled up.	
15.0	Exhibit E1 of ITB filled up or declared NIL and E2 filled up with details.	
16.0	Approval of Railway authority for unloading of all types of Coal shall be obtained as & when required	



The S.T.C. of India Limited  
**TECHNICAL SPECIFICATION**

**Coal Specification**

**1. Analysis:**

Carbon (ADB)	-	56% Min.
Sulphur (ADB)	-	0.2% Max.
Ash (ADB)	-	8% Max.
Hardgrove Grindability Index (ADB)	-	45 to 50
Oxygen (ADB)	-	33% Max.
Nitrogen (ADB)	-	1.0% Max.
Hydrogen (ADB)	-	4.5% Max.
Total Moisture (ARB)	-	28% Max.
GCV (ARB)	-	4600 Kcal/Kg Min.
Initial Deformation Temperature	-	1200 <sup>0</sup> C Min.

**2. Size:**

Size of Coal	-	100 mm Max.
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## **SPECIAL PURCHASE CONDITIONS (SPC)**

1. In case of contradiction between, General purchase conditions, Special Purchase Conditions, Purchase Order with all attachments, Fax of Acceptance (FOA) the following shall prevail in order of precedence:
  - 1.1 Purchase Order along with Statement of Agreed Variations, if any, and its enclosures such as Schedule of Rates.
  - 1.2 Fax of Acceptance (FOA) / Letter of Intent
  - 1.3 Special purchase conditions (SPC)
  - 1.4 General purchase conditions (GPC)

### **2. SCOPE OF SUPPLY / WORK :**

Supply of Low Sulphur Indonesian / imported or indigenous Coal (hereinafter referred to as 'COAL') as per technical specification mentioned in tender bid, on delivery at BORL, Bina Refinery Site basis. Supplier's scope is broadly mentioned in this tender document, however, the scope shall not be limited to the following only and the Supplier is expected to comply with all requirements and complete all activities related to timely receipt of COAL at Bina Refinery Site.

Supplier scope includes arranging & transportation of COAL from Ex. Mine to Foreign Port, Ocean transportation, Custom clearance, handling at Indian port, transport up to Supplier's stock yard including arranging vessels, stevedoring, handling, storage, port clearances. All other activities for clearing and forwarding of the consignments like customs clearance, coordination with Port, Railways and any statutory authorities shall also be part of scope of Supplier. All liaison, coordination at load port, discharge port, Railways, Handling agents etc. shall also be in scope of Supplier. The Supplier should obtain all necessary and related statutory clearances applicable for supply of imported coal against this tender enquiry from the concerned statutory authorities.

Transportation of COAL from Supplier's stock yard to dispatch railway siding and loading of the same into railway wagons shall be in the scope of Supplier. All the loading, unloading works, liaising with railway, Demurrage charges, Clearances and documentation works like Requisition of Wagons etc at dispatch Railway siding shall be in Supplier's scope.

### **OPTION-A : Supply of COAL in Regular / Normal mode of Operation :**

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

- 2.2. Unloading operations like operation of wagon tippler, side arm charger and diesel loco & activities like coupling/de-coupling of wagons, railway track change-over & point operations at BORL railway siding are in the scope of BORL. Demurrage charge at unloading location (BORL Railway Siding) is in BORL Scope (Except situation referred in point 2. 3 below).
- 2.3. The Supplier shall arrange wagons for supply of coal as per RDSO approval for Wagon Tippler installation at BORL railway siding only. If the Supplier fails to arrange approved wagons, then the Supplier only shall be responsible for all the demurrages, penalties, liaising with Railways, change of unloading location after consultation with Engineer-In-Charge (EIC) etc. RDSO approved wagon types for BORL wagon tippler installation shall be informed to the Supplier by EIC after placement of LOI / FOA.
- 2.4. Other than the Regular / Normal mode of operation (i.e. Option-A mentioned above), BORL may opt for the following two options (i.e. Option-B & Option-C) on its discretion for supply of COAL based on the requirement and prevailing situations at BORL. Supplier to ensure timely & uninterrupted supply of COAL as per Option-B or Option-C as instructed by BORL EIC. Supplier has to provide rates against both the options i.e. Option 'B' & Option 'C' as per the format of Schedule of Rate.

**OPTION-B : Unloading at Bina Railway Goods Siding (Rly siding code BINA) :**

BINA railway siding is situated at Bina Town. From this siding, Refinery is connected by road. Approximate distance is 15-16 kms. but it varies upon route adopted, bidder has to check available routes & exact distance between BINA siding and Refinery stock pile. Supplier's scope shall broadly include followings, however this shall not be limited to following only and all activities related to timely receipt of COAL at Bina Refinery site is in Supplier's scope.

- (i) Transportation of COAL from dispatch railway siding to Bina Railway Goods Siding.
- (ii) Unloading of COAL from wagons through manual unloading. Maximum unloading period shall be as per time schedule allocated by railways. Any demurrage charges due to delay in unloading beyond specified Railway schedule shall be paid by Supplier.
- (iii) Loading of COAL in to trucks / dumpers and transportation by road from Bina Railway Siding to BORL Refinery and unloading of the same at Captive Power Plant / Coal Stockpile through BORL weighbridge in Refinery premises. Weighing of gross weight & tare weight shall be done at BORL weighbridge.

**Note : SOR Item Sr. No. 1, 3 & 4 shall be executed in case Option B is operated instead of SOR Item Sr. No. 1 & 2 mentioned in Option A.**

**Option- C : Unloading of COAL at Refinery siding (BRSM) at downstream to Wagon tippler location at designated Storage Yard- (In case unloading of coal shall not be done through wagon tippler)**

Supplier's scope shall broadly include the undernoted item no (i) and (ii), however, this shall not be limited to following only, all activities related to timely receipt of COAL at Bina Refinery site is in Supplier's scope

- (i) Unloading of COAL from wagons through manual unloading nearby Refinery railway siding (BRSM). Maximum unloading period shall be as per time schedule allocated by railways. Any demurrage charges due to delay in unloading beyond specified Railway schedule shall be in Supplier's scope.
- (ii) Transportation of COAL by inter Refinery road (approx.02 Kms.) from unloading locations / storage yard near siding to BORL Power Plant / Coal Stockpile site and unloading of the same.

**Note : SOR Item Sr.No. 1 & 5 shall be executed in case Option C is operated instead of SOR Item Sr.No. 1 & 2 mentioned in Option A.**

Note: It is mandatory for bidder to quote for all the options mentioned above i.e. Option A, B & C, as per the format & provision of Schedule of Rates. Depending on the option adopted for the supply of COAL, these rates only shall be considered for payment to Supplier. Non quoting of rates against any of the above options shall be treated as non compliance to the tender conditions by the bidder and the bid shall be liable for rejection.

**3. PAYING AUTHORITY :** The S.T.C. of India Limited.

**4. TOLERANCE AND PENALTY:**

Sl. No	Tolerance & Penalty Particulars	Penalty Rates
4.1	For Sulphur (ADB) greater than 0.2 %	1.00 % of basic material price for every 0.05 % increase in Sulphur content
4.2	For Sulphur (ADB) greater than 0.25 %	Rejection
4.3	For Ash (ADB) greater than 8.0 %	1.00 % of basic material price for every 0.10 % increase in Ash

<b>4.4</b>	For Total Moisture (ARB) greater than 28%	1.00 % of basic material price for every 0.10 % increase in Moisture content above 28 % fraction prorated
<b>4.5</b>	For GCV (ARB) lower than 4600 Kcal/Kg	1.00% of basic material price for every 20 KCal/Kg decrease in GCV content below 4600 Kcal/Kg fraction prorated.
<b>4.6</b>	For GCV (ARB) lower than 4400 Kcal/Kg	Rejection

**Note:** All penalties are mutually exclusive and shall be applicable for each serial number mentioned above.

### 5. Quantity for supply

Our requirement of COAL as per technical specification shall be on CALL-ON basis of the required quantity which shall be informed during the call-on. Our tentative requirement from July, 2014 to December, 2014 of COAL is on per monthly basis, the maximum per month requirement is approx. 63,000 MTs, which shall vary based on requirement, however maximum quantity for the above said period (Jul-14 to Dec-Jan14) is estimated at 3,78,000 MTs. At any point of time during currency of the contract with notice period of one month, STC reserves the right to change the quantity requirements per months or part supply or withdraw the order for full / balance quantities, the specification provided that all such import is economically viable.

STC may at its option split the required quantity between two or more bidders.

### 6. Delivery Period:

- (i) The COAL as per technical specification will have to be delivered as per STC/BORL instructions and as per requirement. A period of 45 days notice will be given for starting delivery of coal on each CALL-ON. The ordered quantity shall have to be delivered within the stipulated delivery time.
- (ii) Requirement of the COAL is on continuous basis, spread throughout the currency of the contract and it shall be the contractual responsibility of the bidder to maintain a steady and uninterrupted supply for the continuous operation of the plant. In the event, if the stipulated delivery schedule is not adhered to, STC reserves the right to procure the material from other sources at the risk and cost of the successful bidder.
- (iii) Shipment schedule for COAL shall be arranged in such a way to receive the material at BORL from Jul-2014. Exact delivery schedule for supply

shall be issued by STC to successful bidder. Supplier shall organize shipment in such a way that it meets the required delivery schedule. STC reserves his right to change the delivery schedule to suit end-user requirement.

- (iv) In case of problems in plant operation, STC on request of BORL will inform delivery requirement one month in advance. The delivery schedule is subject to change depending upon the actual operation of the Captive Power Plant & Supplier shall have to regulate the supplies accordingly if requested by STC on advice of BORL.

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

Supplier has to submit copy of documents viz. Bill of Lading, Bill of Entry, Inspection report at Load port & Discharge port, Survey at Load port of Mother Vessel, Country of Origin certificate, Quality Certificates at Mine etc. to STC immediately after receiving of each consignment / vessel at Indian Port. Supplier has to submit copy of Railway Receipt (RR) to STC immediately after receipt of Coal rakes at BRSM siding / BINA Railway siding.

BORL is eligible for Cenvat credit of (a) CVD; (b) Service tax on rail freight; (c) Service tax on coal handling at all points; (d) Service tax on road freight etc. To claim the Cenvat credit benefit, Supplier shall provide BORL, the appropriate Cenvatable Invoice/Document like Bill of entry for CVD or 1<sup>st</sup> stage or 2<sup>nd</sup> stage Dealer's invoice for CVD; Certificate from Railway for service tax together with copy of RR; Invoice/Debit Note for service tax on coal handling and road freight etc.

**8. DETERMINATION OF QUALITY:**

- (i) **Sampling** : Dispatch Coal sampling will be carried out by an independent assayer nominated by BORL. The sampling procedure of the surveyor will be informed to the bidder at a later stage and the bidder will have to abide by that procedure.
- (ii) **Analysis** : The representative sample prepared as per 8(i) will be analyzed to ascertain conformity of the material to the tendered specifications and results obtained thereof shall be final for all purposes.
- (iii) **Loading Supervision** : BORL will depute authorized representative for loading supervision, to ensure loading and transportation of only approved material and the material shall be loaded into the trucks / rakes only in the presence of our authorized representatives. The lots offered for sampling shall be distinctly marked for proper identification of approved lots.

**9. SAMPLING & QUALITY ANALYSIS AND WEIGHMENT :**

- (i) Supplier shall be responsible for supply of good quality COAL as per technical specification attached with tender bid , which is free from dust, shale, stones, mud etc.
- (ii) Sampling & Analysis of COAL at vendor's stock yard / loading point in India shall be carried out by independent assayer nominated by Vendor. Test results shall be submitted to STC along with other dispatch documents (stack sampling shall be done once they receive the new vessel at vendor's stock yard / loading point in India. Sampling & Analysis of COAL shall also

be carried out by an independent assayer nominated by BORL and **the results of BORL appointed independent assayer / agency shall be final and binding on Supplier. No dispute whatsoever shall be entertained.**

- (iii) If required, BORL's appointed independent assayer /agency will do sampling of coal at BORL plant jointly with the Supplier's representative randomly. Analysis shall be done at BORL's appointed independent assayer laboratory and final report shall be shared with the Supplier.
- (iv) Other than the regular/normal mode of sample & analysis by BORL appointed independent assayer/agency, BORL's appointed surveillance assayer/agency shall do surveillance sampling jointly with the Supplier's representative randomly at dispatch railway siding / supplier's stock yard in India and BORL's premises during unloading of rakes / stock piles as directed by BORL's Engineer-In-Charge. Analysis shall be done at BORL's appointed surveillance assayer laboratory and final report shall be shared with the Supplier.

**Note – Supplier shall not deploy BORL nominated independent / surveillance assayer as their assayer for any BORL Coal supply contract related works during tenure of the contract. Name & details of BORL nominated independent / surveillance assayer for this coal supply contract shall be intimated to the supplier after awarding of LOI / FOA.**

- (v) Following ASTM standard will be adopted for BORL appointed Independent / surveillance assayer laboratory:

Total Moisture	:	D 3302-91 including inherent moisture.
Surface Moisture	:	D 3173-87
Ash Content	:	D 3174-93
Volatile Matter	:	D 3175-89
Gross Calorific Value	:	D 1989-96/D 2015-96 (ADB & ARB)
Fixed Carbon	:	D 3178-89
Sulphur	:	D 4239-94/ D 3177-89

## 10. LOADING AND UNLOADING

- (i) COAL shall be loaded by Supplier in Railway Wagons at Supplier's stock yard / dispatch railway siding and to be brought to Refinery Railway siding (code- BRSM) by Rakes. Further unloading activities shall be done by BORL through wagon tippler. For option B & C (as explained in para 2 above), unloading to be done by Supplier at Bina railway siding / BORL Railway storage yard by Rakes, and shall be unloaded within the permissible time as per Railway norms. COAL has to be loaded in dumper/truck and to be transported and unloaded in captive Power Stock pile in BORL Refinery, clearing of complete unloaded quantity of coal from Bina Railway siding has to be completed within permissible time given by Railways.

- (ii) Presently Bina Railway siding (goods shed) is approved for unloading all types of coal. Successful bidder has to arrange necessary approval from railway authorities for unloading of all types of coal during contract period.

## **11. WEIGHMENT:**

- (i) The weight of the COAL (in Metric Tonnes) as recorded at In-Motion Weigh Bridge at BRSM railway siding will be final for all purposes.
- (ii) If tare weight shall not be taken at in-motion weighbridge at Refinery Railway siding after unloading due to restriction from Railways / repair of in-motion weighbridge after weighment of gross weight of loaded coal rakes, then net weight shall be calculated by the difference between gross weight of loaded coal rakes taken at in-motion weighbridge and printed tare weight (tare weight written on wagons).
- (iii) During shutdown / repair of in-motion weighbridge at BRSM railway siding, the actual weight mentioned in RR copy on the basis of weighment taken at dispatch railway siding shall be considered for all purposes (including payment for COAL quantity). However, the visual volumetric inspection shall be carried by BORL personnel / representative at Refinery railway siding to ensure proper filling / filled up volume of coal wagons, before starting of unloading activities.
- (iv) If wagons are partly unloaded through wagon tippler & associated systems and balance could not be unloaded through these facilities due to some break down etc in system, then it is the responsibility of Supplier to unload the balance quantity / wagons at designated storage yard and scope as mentioned in option-C.
- (v) In case of option B, when COAL shall be transported from BINA railway goods siding through trucks/dumpers, then weighment of gross weight & tare weight at BORL Refinery premises weighbridge shall be final for all purpose including payments.

## **12. TERMS OF PAYMENT**

- a) 80% Payment (within 30 days) shall be made after receipt of material at site and after receipt of invoice & certification by BORL Engineer-in-Charge.
  - b) 20% Payment (within 30 days) shall be made after Acceptance of Quality report by BORL.
- 12.1 Payment will be made to the account of the Successful Bidder only after the same is received from STC's client i.e. BORL, according to the payment terms based on the certification of Engineer-in-Charge of BORL. The payments shall be processed by STC after the conditions listed for such payment have been met, and the Successful Bidder has submitted an invoice to STC Mumbai Branch office specifying the amount due.



- 12.2 Bidder shall furnish the details of Bank Account along with the Bid in order to facilitate the release of payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the Bidder shall immediately inform the STC. The Bidder shall hold STC harmless and STC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on the account of any error in the information or change in bank details provided to the STC in the prescribed form without intimation to STC duly acknowledged.
- 12.3 Also, Successful Bidder shall ensure that every Bill of Lading is prepared with consignee as 'STC Cargo A/C BORL' or as advised by STC.
- 12.4 An Indemnity Bond indemnifying STC against any loss or shortage of material including losses / shortages incurred during discharge, inter-carting, transportation etc.
- 12.5 The bidder should note that the payment shall be released only after receipt of same from BORL.

### **13. STATUTORY LEVIES**

Royalty, Labour Welfare Cess & any other statutory levies at the existing rates shall be included in the price & the same shall be indicated in SOR. Variation, if any during the contractual delivery period will be applicable. The Supplier will be responsible for proper compliance of all statutory laws and rules, as applicable, made there under. Supplier has to submit challan / receipt of the payment made to statutory authorities against Royalty, Labour Welfare Cess & any other statutory levies along with the RA bills.

### **14. SALES TAX**

Sales Tax as presently applicable shall be indicated separately in your letter and also in the Unpriced SOR in bid. In case the bidder is exempted from payment of Sales Tax by virtue of SSI, attested copy of documentary proof for such exemption shall be enclosed to this Annexure, otherwise Sales Tax as applicable will be taken for evaluation purpose. Please note, STC will issue only Form 'C' for inter-state sales and is not entitled to issue any other forms for concessional sales tax. If **M.P. VAT** is applicable please specifically mention the applicable rate.

It is specifically mentioned that component of Entry tax, shall be excluded from the quoted rate. Entry Tax at applicable rate shall be paid directly by BORL to Statutory Authorities.

### **15. PRICE REVISION**

#### **15.1 Material Cost:**

The material cost shall remain firm throughout the currency of the contract, except

statutory taxes, duties, levies indicated in Annexure-I to SOR, from Sr. No. 4 to 8 only. Any new levy of and/or revision in rate in statutory tax, duty, levies/cess, which are imposed during the currency of the contract and applicable on COAL supplies and payable to the statutory authorities will be paid / reimbursed from the date of levy / rate revision, on submission of valid proof / statutory document. . Any variation from the current quoted rates of taxes & duties indicated in Annexure-I (SI 4 to 8) during the currency of contract shall be adjusted on pro-rata basis on basis of existing quoted rates. Any increase in existing taxes, duty, levies or imposition of fresh levies beyond the contractual delivery will not be paid/reimbursed. In case of downward revision of rate, as discussed above, the same shall be adjusted by Supplier

**15.2. Freight Cost:**

- i. Railway Freight : Railway Freight shall be paid as quoted against SOR item no.2 (for Option A) & Item no-3 (for option-B) and should be based on present Indian Railway freight rate for the applicable class of product & distance. Breakup of the same shall be provided as per Annexure-II & III to SOR. Elements against Sr. no. 1 to 5 (of Annexure-II & III) shall be as per Railway Receipts (RR) and is variable as per changes made by railway board / Govt. of India, time to time during currency of contract. However bidder has to quote based on applicable rate on the due date of bid submission, Charges mentioned at Sr. no. 6 is fixed for entire contract period and not subjected to any variation during currency of contract.
- ii. Any impositions of new taxes / levies / cess on rail freight (other than those mentioned in Sr No 1 to 5 of Annexure II & III of SOR) shall be paid actual during currency of contract.
- iii. Rail freight shall be paid for actual quantity received at site (as per weighment at Weigh Bridge) x Unit rate of per MT quoted at SOR item no. 2 or 3 as the case may be.
- iv. Road Freight (for option B & C only): The freight cost shall remain firm other than change in fuel price (for change please refer item(v) below) throughout the currency of the contract. The Freight rates shall be inclusive of all taxes, including goods tax/ hill tax/ Behti tax /bridge tax/ toll tax etc. However, New Toll tax, if levied in future after the closing date of the tender, will be reimbursed subject to production of original receipt of Toll tax paid along with transportation bills for utilization of such highways.

**v. CHANGE IN FUEL PRICES:**

In the event of increase/ decrease in the diesel price subsequent to due date of the opening of tender, escalation / reduction in only the running KM cost (in Per MT) in Road Freight from Bina Railway yard to stock pile at BORL will be allowed. Escalation/ reduction in the running cost will be calculated as per the formula given below :

$$\text{Cost change per km} = \frac{\text{Escalated/ reduced price (diesel) - Prevailing price diesel}}{3}$$

- a) This escalation / reduction in road freight rate shall be valid only if fuel prices varies (+)/(-) 5% from the price on the due date of bid. Once price is revised, the next revision shall be considered only after further change of (+)/(-) 5% and the revised price would be the basis for any future escalation / de-escalation on similar lines.
- b) Bidder to indicate the Diesel price considered for arriving at the rates in SOR Sr no 4 & 5.
- c) Considering the vehicle runs 3 km with each litre of diesel and carrying capacity of 12MT of COAL, the escalation/de-escalation shall be worked out.
- d) Diesel price (per litre) at fuel Outlet/petrol pump closest to Bina Refinery will be considered in the above formula.
- e) Increase in lube oil prices, spares, maintenance cost, taxes & duties will not be considered for any revision.

#### **16. SECURITY DEPOSIT (SD)**

Successful Bidder shall provide SD in the form of Bank Guarantee in the prescribed pro-forma issued by a Schedule-A Bank in India for value of INR 10,00,00,000/- (INR Ten Crore Only) valid for a minimum period of 6 (Six) months plus 03 (Three) months from date of placement of order. Security Deposit shall be deposited within 10 days of receipt of the LOI / FOA from STC.

**17. EVALUATION OF TENDERS:** Tenders received which confirm to Technical Specification; Terms & Conditions, will be evaluated based on the 'DELIVERED COST' basis at BORL Bina Refinery.

**18. PARALLEL CONTRACT:** STC reserves the right to enter into parallel contracts for procurement of COAL as per technical specification during the currency of the contract. STC also reserves the right to split the tendered quantity among two or more bidders based on the competitive ranking of the prices on delivered cost basis and subject to performance qualification criteria.

**19. AGREEMENT :** The successful Bidder shall be required to execute the Contract, in the format attached with the tender documents within a period of 10 (ten) days from the date of receipt by him of the notification of acceptance of its Tender or the date of receipt of Fax of Acceptance of Bid.

Failure on the part of the successful Bidder to sign the Contract within the time period stipulated above shall lead to forfeiture of Earnest Money deposited by the Bidder at the time of submission of its Tender and the acceptance issued by STC to such Bidder's Tender shall be considered as withdrawn and cancelled, without any obligation towards such Bidder.

Agreement signed shall be binding for full contract duration from the date of Order/ Fax of Acceptance (FOA). Stamp paper of appropriate value for agreement shall be provided by Supplier.

20. The Quantities mentioned in the Delivery Orders issued by the Supplier is subjected to be changed from time to time by STC as per BORL's requirement.

STC reserves its right to amend, modify the quantities specified in Commercial Bid, before awarding / execution of the Formal Agreement.

21. The Bid and the Agreement shall not be transferable. The Successful Bidder shall not assign or sublet the Agreement or any part thereof or allow any person interested therein in any manner, whatsoever, without prior written permission from STC. Change of constitution of Successful Bidder without prior written approval of STC will also amount to assigning of Agreement and shall entitle STC to terminate the Agreement without prejudice to its other rights under the Bid, Agreement and / or applicable Law.
22. If the Successful Bidder fails to deliver the Supplies / Services, the Bidder shall indemnify STC for all losses / damages suffered by STC. STC shall also be at liberty to avail the Supplies / Services from any other Supplier at risk and cost of the Bidder.
23. The Successful Bidder shall be solely responsible for all the Compliance with applicable laws and regulations in respect of Supplies / Services under this Tender/Bid and/or Agreement to be executed and shall advise STC regarding compliances, if any to be made by STC.
24. The Successful Bidder shall indemnify STC / BORL from and against all actions, suits and proceedings by the third party for the acts/omissions of the Successful Bidder and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which STC / BORL may be liable to pay, incur or sustain as a result of performance or non performance, observance or non observance by the Successful Bidder of any of the terms and conditions of this Tender/Bid and/or the Agreement.
25. Notwithstanding anything contained herein, whenever any claim against the Supplier for the payment of any sum of money arises out of or under the Contract or the Work or in relation to carrying out the Work, STC shall, at its option and without prejudice to any other rights and entitlements it may have under other Contract Documents, under Applicable Laws or equity, be entitled to recover such sum from the dues payable to the Successful Bidder or by appropriating in part or whole, the Security Deposit/Contract Performance Guarantee of the Supplier, and to sell any Government securities etc. forming part of such security. The Supplier shall pay to STC forthwith on demand, any balance amounts remaining due.
26. All notices under this Tender shall be in writing and in English Language. All notices be served, either by hand delivery or by sending the same by registered/speed post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered/speed post.

27. STC reserves the right to terminate the services /suspend the supplies of any successful bidder if the performance is found not satisfactory in the mid of contract. STC can also engage more than one successful bidder for executing a part of service / supply from same CALL-ON order / colliery simultaneously; this should not become an excuse for non- performance.
28. Supplier shall ensure complete safety for performing of the above job safely. All manpower deployed by Supplier should wear Personnel Protective Equipments (PPE) such as boiler suit, helmet, goggles, dust mask, safety shoes, hand gloves, ear plug, etc. All PPE's mentioned above are in the scope of Supplier.
29. Any damage to equipment and property inside Refinery premises during execution of contract shall be rectified by the Supplier on their own cost or shall be back charged to Supplier by STC / BORL.
30. During the transportation of coal to BORL coal stock piles from Bina Railway siding / BORL Railway siding/BORL Railway storage yard; the trucks/dumpers should be fully covered by tarpaulins to avoid environmental problems like pollution, dust, spillages, etc. **During monsoon period & bad weather conditions, all coal rakes are to be fully covered by tarpaulins from the dispatch location to avoid wetting of coal.**
31. **IN CASE OF OPTION B & C ONLY FOLLOWINGS ARE THE ADDITIONAL CONDITIONS PERTAINING TO TRANSPORTATION (BY ROAD) -.**
- (i) The bidder shall indicate the name & address of the Transporter proposed to be engaged for movement of the material offered against this Tender and the number of trucks that would be exclusively deployed for the purpose. Party should also enter into long term contract for the same. A copy of contract should be provided to STC / BORL.
- Name & Address of the Transporter: \_\_\_\_\_
- Number of trucks proposed to be deployed: \_\_\_\_\_.
- (ii) The Supplier shall make available all the trucks agreed to be provided on a sustained basis. The Supplier shall submit copies of RC's for all such vehicles to STC / BORL after award of the contract.
- (iii) The Supplier should ensure that trucks provided are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions without worn out tyres, having fitness certificate from local State Transport Officer valid at all times during the entire contract.
- (iv) The Supplier should adhere to all applicable safety norms. The Supplier will ensure that the spark arrestor and fire extinguisher of the trucks are checked on a monthly basis and to ensure that the same are in perfect working condition. The spark arrestor should be welded to the exhaust pipe. (For Trucks inside the Refinery premises.)

- (v) The Supplier will ensure that the crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on fire fighting and that they wear Personal Protective Equipments like safety shoes, ear plug, dust mask, helmet, boiler suit, hand gloves, goggles, etc. to avoid any accidental injuries to themselves while inside the Refinery / loading sources / Plant premises and observe all safe practices.
- (vi) The Supplier will ensure that loaded trucks are not unauthorized parked within Refinery / loading source /premises, and no truck shall be left unattended at any point of time.
- (vii) It shall be the sole responsibility of the Supplier to ensure that the driver, helper and the other persons engaged for operating and maintaining the trucks are educated about the safety risks and restrictions especially those stipulated in the Static & Mobile Pressure Vessels (Unfired) Rules 1981.
- (viii) It shall be the sole responsibility of the Supplier to ensure that the driver, helper and the other persons engaged for operating and maintaining the trucks observe the safety precautions advised by STC / BORL.
- (ix) It shall be the sole responsibility of the Supplier to ensure that the driver, helper and the other persons engaged for operating and maintaining the trucks are provided standard safety gear (safety shoes, ear plug, dust mask, helmet, boiler suit, hand gloves, goggles, etc ) at the Supplier cost.
- (x) Except transportation charges payable by STC to the Supplier, the Supplier's Transporter or his/ their employees will not be entitled to get any facilities such as office accommodation, canteen, telephone, etc.
- (xi) The Supplier shall bear and pay the entire operational costs of tank trucks for transportation of the product, which shall include, inter alia, the following :
  - (a) Salary and other emoluments for the crew and labour used, and such other allowances or benefits as per the law in force or the contract between the Transporter and his employees.
  - (b) All Statutory laws and labour laws for Supplier's workers working within Refinery premises are complied with by Supplier.
  - (c) Take at all times due and proper precautions against accident and injury to any of the workers or to any person or persons or property whether arising from or occasioned by your operations or otherwise and shall forthwith repair, make good and defray and damage, loss, cost or charge which may have be occasioned to the works or to the Company or to any person or persons or property injuriously affected there by and shall be indemnified and save harmless and keep indemnified the Company from and against all actions, suits, proceedings, claims and demands whatsoever by reason or on account thereof.
  - (d) Any damage to equipment and property inside Refinery premises during execution of contract shall be rectified by the Supplier on his own cost or shall be back charged to Supplier.

- (e) Abide by the Procedure governing entry/ exit of Supplier's Personnel within Refinery premises. All Suppliers employees shall be permitted to enter only on displaying of authorized Photo-passes issued by BORL against requests made by the Supplier.
  - (f) Observe the timings of work as advised by BORL Engineer-In-Charge for carrying out the contract work.
  - (g) Cost of fuels and lubricating oil required for the operation of the trucks.
  - (h) Maintenance and repair cost of the trucks.
  - (i) Licenses, permits, road tax, toll tax etc.
  - (j) Insurance.
  - (k) Any other expenditure for providing the service.
- (xii) If at any time during the currency of this agreement the Supplier/Transporters(s) fails to provide trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, STC shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Supplier and transport the product and in such an event the Supplier undertakes to reimburse STC all the additional expenses incurred by STC in this connection.
- (xiii) STC / BORL shall not be liable to pay any amount towards detention of the trucks either at BORL's Plant or at the loading sources.
- (xiv) If for any genuine reasons, such as diversion of the road, temporary closure of the road, STC / BORL will be at liberty to ask the Supplier/Transporters to divert and operate the truck/s ex any Loading/ unloading source/s, and the Supplier shall thereupon divert and operate their truck/s ex such other Loading source/s. No diversion charges / Extra freight charges shall be paid.
- (xv) The Supplier and his/her/their men shall abide by the Rules and Regulations when they are within BORL's premises and will abide by all applicable rules and regulations for the entire period of transportation.
- (xvi) The Supplier will indemnify STC / BORL against the consequences arising out of his/her/their workmen's/servant's/agent's default or negligence or violation or non-adherence to Municipal/ State/ Central Acts relating to the carriage of goods. Should STC / BORL be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Supplier/Transporter(s) to STC / BORL together with the cost incurred on any legal proceedings pertaining thereto. The Supplier shall, whenever required by STC / BORL or Governments official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
- (xvii) In case of accidents involving trucks while in transit or at any other stage, it shall be the sole responsibility of the Supplier :
- a) To intimate STC / BORL, immediately of the occurrence of the accident;
  - b) To inform the local Police and District Administration of the occurrence of the accident;

- (xviii) While transporting coal from Bina Good shed / Railway Siding / BORL railway stock yard, Supplier should not disturb the peace of the locality and if any spillage carried by him, has to be cleaned by the Supplier at his own cost. Required permission from the local / statutory authorities has to be obtained by the Supplier before starting the delivery of coal to BORL. Supplier has to maintain the Road safety during the coal delivery from Bina Railway siding to BORL stock pile.
32. STC / BORL shall have right to visit mines (from where coal shall be supplied to STC / BORL, dispatch railway sidings, discharge port in India and suppliers stock yard in India during the tenure of the contract.

33. **RESOLUTION OF UNFORESEEN SITUATION**

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



## Details of Mines &amp; Facilities

## NAME OF BIDDER:

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

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

**ANNEXURE - II to SPC**

**SUPPLIER CONFIRMATION FOR SUPPLY OF LOW SULPHUR IMPORTED /  
INDONESIAN OR INDIGENOUS COAL**

<b>SL NO.</b>	<b>DESCIRPTION</b>	<b>REQUIREMENTS</b>	<b>SUPPLIER CONFIRMATION./ REMARKS.</b>
1.	PAYMENT TERMS	After raising invoice 80% payment within 30 days and balance 20% after obtaining quality report within 30 days. The payment shall be released only after receipt of same from BORL	
2.	DELIVERY BASIS	At Refinery siding basis BORL, BINA	
3.	QUALITY DETERMINATION	1. To provide Load Port Inspection Report  2. Sampling & analysis of COAL shall be carried out by BORL appointed assayer at Vendor's stock yard / loading point in India and results obtained thereof shall be final for all purposes.	
4.	WEIGHMENT	Refer Weighment Clause	
5.	PRICE BREAKUP	AS PER Annexure to SOR	
6.	DEDUCTION TOWARDS COAL SUPPLY	1. Penalty shall be levied in case any variation observed (Refer penalty Clauses at SPC; Para-4)  2. No Bonus shall be paid.	
7.	ANALYSIS OF COAL	Analysis of coal shall be carried out by Assayer appointed by BORL results obtained thereof shall be final for all purposes.	

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

**Tender. No. STC/CC/BORL/2014-15/001 Dated 20.05.2014**

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

**Section 1 – Commitments of STC**

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

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

- b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. STC will exclude from the process all known prejudiced persons.

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

## **Section 2 – Commitments of the Bidder/Contractor**

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

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

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

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

### **Section 4 - Compensation for Damages and Forfeiture of EMD**

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

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

### **Section 5 – Previous transgression**

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

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

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

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

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

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

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

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

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

### **Section 8 – Independent External Monitor /Monitors**

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

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

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

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

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

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

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

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

### **Section 9 – Pact Duration**

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

### **Section 10 – Other provisions**

(1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this

agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.

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

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

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

\_\_\_\_\_  
**(For & On behalf of STC)**

\_\_\_\_\_  
**(For & on behalf of The Bidder/Contractor)**

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 1 :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Schedule of Rate (SOR)

**Name of Job : SUPPLY OF LOW SULPHUR INDONESIAN/ IMPORTED or INDIGENOUS COAL ON F.O.R DESTINATION AT REFINERY SITE BASIS AT BORL, BINA**

**TENDER No.: STC/CC/BORL/2014-15/001**

#### OPTION-A

All figures in Indian Rupees

SL No.	PARTICULAR	UNIT	QTY	RATES		AMOUNT
				Words	Figures	Figures
1.	Material price of COAL as per technical specification attached with tender bid at dispatch railway siding near vendor stock yard at port including loading in to wagons. This shall be inclusive of all royalties, cess, taxes, duties. Break up of this price shall be indicated in Annexure-I to this SOR.	MT	1			
2.	Rail Freight for transportation of COAL from dispatch Railway siding to Refinery railway siding (Code-BRSM). Details of this price shall be indicated in Annexure-II to this SOR.	MT	1			
Total in Rs per MT (Sum of 1 to 2)						



**Option -B: Unloading at Bina Railway Goods Siding (Rly Siding code-BINA) and transport by road up to Refinery stock pile**

SL No.	PARTICULAR	UNIT	QTY	RATE		AMOUNT
				Words	Figures	Figures
3.	Rail Freight for transportation of COAL from dispatch Railway siding to Bina railway goods siding (BINA). Details of this price shall be indicated in Annexure- III to this SOR.	MT	1			
4.	Road Freight for transportation of COAL from Bina Railway Goods siding (BINA) to COAL Stockpile at BOREL, Bina Refinery includes liaisoning with railways at BINA, Unloading of COAL from wagons, loading in to trucks / dumper, transportation, weighment at Refinery weighbridge and unloading the coal at BOREL's Power plant / coal stock pile at Refinery. All equipment/ machinery, trucks/dumpers, manpower are required for loading & unloading and transport of coal is in scope of Supplier and included in quoted price.	MT	1			

**Option-C: Unloading of COAL at Refinery siding (BRSM) at downstream to Wagon tippler location at designated Storage Yard and transport by road inside the Refinery up to CPP coal stock pile- (In case unloading of coal shall not be done through wagon tippler)**

SL No.	PARTICULAR	UNIT	QTY	RATE		AMOUNT
				Words	Figures	Figures
5.	Charges towards unloading of COAL from wagons at Refinery railway siding (BRSM) at downstream to wagon tippler location at designated storage yard and transport the coal up to coal/coke Stockpile at power plant by inter Refinery road and unloading the same. All equipment / machinery, trucks / dumpers, manpower are required for loading, unloading and transport of coal is in scope of Supplier and included in quoted price.	MT	1			

Note: BORL is eligible for Cenvat credit of (a) CVD; (b) Service tax on rail freight; (c) Service tax on coal handling at all points; (d) Service tax on road freight etc. To claim the Cenvat credit benefit, Supplier shall provide the appropriate Cenvatable Invoice/Document to BORL.

**Name of the Job: SUPPLY OF LOW SULPHUR INDONESIAN/ IMPORTED OR INDIGENOUS COAL ON F.O.R DESTINATION AT REFINERY SITE BASIS AT BORL, BINA**

Price Break up for SOR Item Sr.No.1(a) (All fig in Indian Rupees)						
SL. No	PARTICULAR	UNIT	QTY	RATE		AMOUNT
				Words	Figures	Figures
1.	Ex-Minehead price at Location _____ of Low Sulphur Imported /Indonesian or indigenous Coal per MT.	MT	1			
2.	Transportation charges from Ex-Mine head to up to loading into vessels at port/ jetty.	MT	1			
3.	Ocean Freight	MT	1			
4.	Royalty @ _____ %	MT	1			
5.	Labour Welfare Cess @ _____ %	MT	1			
6	Taxes & Duties	%	MT	1		
	Custom Duty		MT	1		
	CVD/Excise Duty		MT	1		
	Additional Import Duty		MT	1		
	Clean Energy Cess		MT	1		
7.	Other Statutory Levies, if any i)..... ii).....	MT	1			
8.	Sales Tax/ VAT _____ %	MT	1			
9.	Charges for transport of COAL from port/ jetty to vendor's stock yard and from yard to nearest dispatch Railway siding by Road.	MT	1			
10.	Unloading at dispatch railway siding and loading in to wagons including liaisoningwithrailways for placement of indents, booking of rakes etc.	MT	1			
<b>Total Amount in INR (Sum of 1 to 10)</b>						

Price Break up for SOR Item Sr.No.2						
Railway Freight for transportation of COAL from dispatch Railway siding to Refinery railway siding (BRSM) at BORL.						
Dispatch Railway siding code: .....						
Distance in KMs (From dispatch location to Refinery railway BRSM siding .....Kms						
Class of product.....						
SL No	PARTICULAR	UNIT	QTY	RATE		AMOUNT
				Words	Numbers	Numbers
1.	Base Freight from dispatch siding to BRSM siding	MT	1			
2.	Busy season charge (DPC)..... %	MT	1			
3.	Development Surcharge (DS).....%	MT	1			
4.	Terminal charges (if any)	MT	1			
5.	Service tax.....%	MT	1			
6.	Other Charges (Fixed)	MT	1			
Total Amount in INR (sum of 1 to 6)						

**Note for Annexure-II to SOR:**

1. Elements against Sr. no. 1 to 5 (above) shall be as per Railway receipts (RR) and is variable as per changes shall be made by railway board / Govt. of India , time to time during currency of contract. However bidder has to quote on applicable rate on the due date of bid submission.
2. Charges mentioned at Sr. no. 6 is fixed for entire contract period and not subjected to any variation during currency of contract.
3. Any impositions of new taxes / levies / cess on rail freight (other than item 1 to 5 above) shall be paid at actual during currency of contract.
4. Rail freight shall be paid for actual quantity received at site (as per weighment at weigh bridge) x Unit rate of per MT mentioned above.

**Annexure- III to SOR**

<b>Price Break up for SOR Item Sr.No.3</b>						
<b>Railway Freight for transportation of COAL from dispatch Railway siding to BINA Railway Goods siding at BORL.</b>						
<b>Dispatch Railway siding code: .....</b>						
<b>Distance in KMs (From dispatch location to BINA siding ..... Kms</b>						
<b>Class of product.....</b>						
SL No	PARTICULAR	UNIT	QTY	RATE		AMOUNT
				Words	Numbers	Numbers
1.	Base Freight from dispatch siding to BINA siding	MT	1			
2.	Busy season charge (DPC)..... %	MT	1			
3.	Development Surcharge (DS).....%	MT	1			
4.	Terminal charges (if any)	MT	1			
5.	Service tax.....%	MT	1			
6.	Other Charges (Fixed)	MT	1			
<b>Total Amount in INR (sum of 1 to 6)</b>						

**Note for Annexure-III to SOR:**

1. Elements against Sr. no. 1 to 5 (above) shall be as per Railway receipts (RR) and is variable as per changes shall be made by railway board / Govt. of India , time to time during currency of contract. However bidder has to quote on applicable rate on the due date of bid submission.
2. Charges mentioned at Sr. no. 6 is fixed for entire contract period and not subjected to any variation during currency of contract.
3. Any impositions of new taxes / levies / cess on rail freight (other than item 1 to 5 above) shall be paid actual during currency of contract.
4. Rail freight shall be paid for actual quantity received at site (as per weighment at weigh bridge) x Unit rate of per MT mentioned above.

## GENERAL PURCHASE CONDITIONS (GPC)

### 1. DELAYED DELIVERY

The time and date of delivery of materials as stipulated in the Order shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the Order or any extension sanctioned. STC may at his option:

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

### 2. DELAYS DUE TO FORCE MAJEURE

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

### 3. PART ORDER/ REPEAT ORDER

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

### 4. CONTROL REGULATIONS

Supplier warrants that all goods/materials covered by this Order have been produced, sold delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in Agreements by this charter are hereby deemed to be incorporated by this reference, including, the provisions of Industries (Development & Regulations) Act, 1951 and any amendment thereof. STC / BORL disown any responsibility for any irregularity or contravention of any of the statutory regulations in the supply of goods covered by the Order. The Supplier shall ensure compliance with the above and shall indemnify STC / BORL against any actions, damages, cost and expenses of any failure to comply as aforesaid.

## **5. LIABILITY AGREEMENT**

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

## **6. PATENTS & ROYALTIES**

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

## **7. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**

In case the testing and inspection at any stage of Inspectors reveal that the equipment, material and workmanship do not comply with the specification and requirements, the same shall be removed by the Supplier at his/its own expense and risk within the time allowed by STC / BORL. STC / BORL shall be at liberty to dispose-off such rejected goods in such a manner as he may think appropriate, in the event the Supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by STC/ BORL for such disposal shall be to the account of the Supplier. The freight paid by STC/BORL, if any, on the inward journey of the rejected materials shall be reimbursed by the Supplier to STC / BORL before the rejected materials are removed by the Supplier. The Supplier will have to proceed with the replacement of that equipment without claiming any extra payment if so required by STC / BORL. Extension in delivery period will not be allowed on this account.

## **8. RECOVERY OF SUMS DUE**

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

## **9. CANCELLATION / TERMINATION**

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

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

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

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

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

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



For the purpose of this Clause:

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

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

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

## 10. ARBITRATION

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

## 11. JURISDICTION

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

## 12. Performance Security (SCC Clause 16):

The Security Deposit will be retained by the purchaser till the satisfactory completion of the contract. On the performance and completion of the contract, in all respect, the Security-cum-Performance Bank Guarantee will be returned to the Supplier, without any interest. The Security-cum-Performance Bank Guarantee shall remain in full force and effective during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall continue to be enforceable for 90 days after the date of last receipt of the material contracted to be purchased.

13. **Non-Waiver:** Failure on any occasion of either party to insist upon strict adherence to any of the provisions of the Contract or to enforce any of his rights under the laws specified under Governing Law hereof shall not be construed to be a waiver of such provisions or rights in any manner.

14. **Insurance :** All insurance of material from the Ex-Mine head as foreign origin to till receipt of material at Refinery siding / coal stock pile are in scope of Supplier. In case any insurance claim arises it will be responsibility of the Supplier to settle the same.

15. It is expressly understood and agreed by and between STC and Bidder / Contractor that, STC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Contract and has no ability, obligation or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and general principles of Contract law. Bidder/Contractor expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter-claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this MOU during the validity of the Contract.

**PROFORMA OF BANK GUARANTEE**  
(On non-judicial paper of appropriate value)

To

The S.T.C. of India Ltd.  
Jawahar Vyapar Bhawan  
Tolstoy Marg  
New Delhi - 110001  
Delhi (INDIA)

Dear Sirs,

M/s.....(hereinafter referred as 'BIDDER/SUPPLIER')  
(.....BIDDER'S / SUPPLIER'S name and address)  
have taken

tender for the WORK of \_\_\_\_\_ (Name  
of work) for The S.T.C. of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New  
Delhi -  
110001, India (hereinafter referred as 'STC') , Vide Tender / Fax Of Acceptance /  
Purchase Order reference \_\_\_\_\_ dated

\_\_\_\_\_

The tender conditions provide that the BIDDER / SUPPLIER shall pay a sum of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_) As Earnest  
Money / Initial Security Deposit / Full security deposit in the form therein mentioned.

The form of payment of Earnest Money / Initial security deposit/ Full security deposit  
includes guarantee executed by schedule 'A' Bank, undertaking full responsibility to  
indemnify STC in case of default .The said BIDDER / SUPPLIER have approached us  
and at their request and in consideration of the premises, we  
\_\_\_\_\_ (Bank's Name) having our Office at \_\_\_\_\_  
(hereinafter referred as 'GUARANTOR') have agreed to give such guarantee as  
hereinafter mentioned

- 
1. GUARANTOR hereby undertake and agree that if default shall be made by  
BIDDER / SUPPLIER in performing any of the terms and conditions of the  
tender, GUARANTOR do hereby irrevocably bind themselves and  
undertake to pay to STC on first demand in writing by STC without protest  
or demur or proof or condition and without reference to the BIDDER/  
SUPPLIER the said amount of Rs. \_\_\_\_\_  
\_\_\_\_\_ (Rupees \_\_\_\_\_)
  2. STC shall have the full liberty without reference to GUARANTOR and without

affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on STC under the tender with said BIDDER/SUPPLIER and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said BIDDER/SUPPLIER which under law relating to the sureties would but for provision have the effect of releasing the GUARANTOR.

3. STC shall have the right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from GUARANTOR in manner aforesaid and such rights shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said BIDDER /SUPPLIER and or that any dispute or dispute are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said \_\_\_\_\_ (BIDDER'S / SUPPLIER'S Name)
5. GUARANTOR'S liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_). This guarantee shall remain in force until \_\_\_\_\_. Unless a demand under guarantee is made against GUARANTOR within the aforesaid date, all rights under the said guarantee shall be forfeited and GUARANTOR shall be relived and discharged from all liabilities there under.
6. GUARANTOR have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_

Bank by its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the bank

- The term '**Bidder**' shall be applicable for the participants in the tender before finalization of contract for submission of Earnest Money Deposit and for all correspondence, while the term '**SUPPLIER**' shall be applicable for successful bidder to whom job shall be awarded and for deposit of Initial Security Deposit / Full security deposit as per tender conditions.

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

**Ref : Bank Guarantee No.....**

**Date :**

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

Dear Sirs,

In consideration of STC of India Limited (hereinafter referred to as the "STC" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) 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 Low Sulphur Indonesian / Imported or Indigenous Coal on on 'FOR Destination basis at Bharat Oman Refineries Limited, Post: BORL Residential Complex, Bina, Dist. Sagar, Pin - 470124 (Madhya Pradesh) and the 'Supplier' having agreed to provide a Performance Guarantee of the faithful performance of the entire contract equivalent to 10% of C&F 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 the STC Rs.\_\_\_\_\_, on demand any and all monies payable by the Supplier to the extent of Rs.\_\_\_\_\_ as aforesaid at any time up to without any demur, reservation, contest, recourse, or protest and/or without any reference to the Supplier. Any such demand made by the STC on the Bank shall be conclusive and binding notwithstanding any difference between the STC 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 STC and further agrees that this guarantee herein contained shall continue to be enforceable within it's validity. The STC 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 the Supplier. The STC shall have the fullest liberty, without affecting this guarantee to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the STC and the Supplier or any other course of remedy or security available to the STC. The Bank shall not be released of its obligations under these presents by any exercise by the STC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC or any other indulgence shown by the STC 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 STC 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 Supplier and notwithstanding any security or other guarantee that the STC may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... and it shall remain in force up to and including .....

Dated this ..... day of -- ..... ---- at .....

**WITNESS**

1)

SIGNATURE .....

NAME .....

OFFICIAL ADDRESS .....

SIGNATURE

.....

NAME

.....

DESIGNATION

.....