



**THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)
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Tender No. STC/KOCHI/COAL/2017-18/01 dated 03.08.2017

Notice Inviting Tender for selection of a *Back-up Supplier for participation in a tender* for supply of 40,000 MT (+/-10%) of Steam Coal (Non-Coking Coal) to *Hindustan Newsprint Ltd. (HNL)*

Sub: Notice Inviting Tender for selection of a *Back-up Supplier for participation in a tender for supply of 40,000 MT (+/-10%) of Steam Coal (Non-Coking Coal) to Hindustan Newsprint Ltd (HNL) on basis of Highest Trading Margin Quoted.*

1. GENERAL

The State Trading Corporation of India Limited, a Govt. of India Enterprise, having their Corporate Office at [Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001](#) having branch office at **STC, 4th Floor, K.S.H.B. Office Complex, Panampilly Nagar, Cochin-682036** (hereinafter called STC). STC of India Limited was set up in 1956 under the nodal Ministry of Commerce, Government of India. The company is engaged in international and domestic trading of commodities/products. STC has a strong nation-wide presence with offices covering all the major cities in India with deployment of highly skilled and experienced manpower across the country.

STC of India Limited hereby proposes to participate in the tender no. **HNL/IMP/COAL/4/102 dated 19.07.2017** floated by M/s H.N.L., Kottayam, Kerala supply of 40,000 MT (+/-10%) of Steam Coal [hereby termed as '**end user (Buyer)**']. The proposed participation in the said tender will be with the assistance from a Backup Supplier strictly on back to back basis on same terms and conditions as prescribed per tender No. **HNL/IMP/COAL/4/102 dated 19.07.2017** floated by '**end user (Buyer)**'.

STC invites Trading Margin Bid regarding selection of Backup supplier of Steam Coal (Non Coking coal) from prospective bidders who fulfil the eligibility criteria as mentioned below.

2. PRE-QUALIFICATION CRITERIA OF APPLICANTS:

The suppliers of Steam coal meeting all the following conditions need only apply:

- i) In case of Companies registered in India, Corporate identity number (CIN) to be furnished. For other firms in India and those registered overseas, a certificate of Registration by a competent Governmental authority is required. If this document is not in English, a True Copy translated in English and certified by a competent authority in the respective country shall be submitted along with the tender.
- ii) Address of the registered office.
- iii) TAX Registration number in respect of the relevant country.
- iv) List of Directors
- v) List of associates company of the tenderer in India
- vi) Source and arrangements for continuous supply
- vii) Bidders shall be a regular supplier of Steam Coal (Non-Coking Coal) and

should have supplied minimum 20,000 MT of coal to bonafide requirement users in any of the years during the last three years, with effect from financial year starting from 01.04.2014. Documentary proof to this effect to be submitted along with the techno-commercial bid for every year failing which the offer is liable to be rejected. **Bidders holding stock of steam coal or in a position to offer from the coal in transit to meet the delivery in the Month of September only need participate in the tender.**

- viii) A trader submitting the bid should give their last three financial years audited financial statements as a proof of their Net Worth and Financial Health of the firm.
- ix) Tenderer shall sign all pages of the tender as a token of acceptance of the scope of supply and all the terms and conditions mentioned in the tender.
- x) If any document furnished is found to be invalid/bogus and false information at the time of technical evaluation the tenderer will be disqualified. The EMD remitted by the tenderer will not be refunded by STC and the tenderer will not be eligible to participate in next two subsequent tenders.
- xi) The bidder should have a turnover of Rs.100 Crore or more in any of the last three financial years.
- xii) The supplier (in case of joint venture/consortium for handling, each individual partner) should not have been blacklisted / banned for participation in tenders by any central/state PSU for supply of coal in India on date of submitting the Bid. **The supplier shall have to submit an Affidavit (Annex-III) to this effect at the time of application for pre-qualification as well as at time while participating in a tender.** In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- xiii) **Integrity Pact** (Annexure-I) duly signed by Authorized signatory is to be submitted along with the bids submitted. If the bids are submitted in partnership/consortium, Integrity Pact must be signed by all partners or consortium members.

3. Procedure for Selection of Supplier

- a) STC through the said Global tender invite bids from the interested suppliers for supporting STC in limited tender/ Global tender enquiry of Steam Coal (Non Coking coal) by '**end user (Buyer)**' by quoting a trade margin they are agreeable to give to STC. (Annex-X)
- b) The selection/decision of back up supplier shall be on the basis of highest trade margin offered by the eligible supplier.

4. General Terms and Conditions

Bids against this tender shall be received only electronically through the e-procurement Portal of NIC (eprocure.gov.in/eprocure).

- (i) Tender submission is in 2-cover system. Cover I is meant for Techno-Commercial Bid and cover II is for Price bid.

- (ii) In the Techno-Commercial bid, Technical specifications of the material offered and the Commercial terms should be given with supporting documents as per the requirements cited in the tender document. Only the price is to be quoted in the Price bid.
- (iii) Tender document is to be submitted by the Authorized Signatory of the firm.
- (iv) The bidder should furnish along with the tender an undertaking regarding unconditional acceptance of all terms and conditions of the tender. The bidder has to submit an undertaking that they or any of their sister concern/subsidiary/JV concern/subsidiary/JV shall not participate in the Tender No. **HNL/IMP/COAL/4/102 dated 19.07.2017** directly or in conjunction with any other bidder in any other name (ANNEXURE IV)
- (v) The bidder shall give a Undertaking (**Annex-IV**) accepting all the terms and conditions of the tender floated by '**end user (Buyer)**' and in case STC emerges successful, the selected bidder shall, on a back to back basis, deliver the coal to '**end user (Buyer)**' in the manner required without any financial involvement on the part of STC.
- (vi) The Bidder to submit a non-refundable document processing fees of Rs. 10,000/- in form of RTGS/NEFT in favour of 'The STC of India Limited', Kochi.
- (vii) STC shall release payment to bidder only up to the extent received from the end user M/s HNL after deduction of all expenses (if any) and STC's trade margin.
- (viii) STC will not be responsible for delayed payment by the '**end user (Buyer)**' and no claim for interest due to delay in payment by '**end user (Buyer)**' will be entertained by STC.
- (ix) The bidder shall provide the annual accounts for the last three financial years.
- (x) The supplier shall ensure compliance of all the Government regulations/ conventions/ policies /guidelines /orders etc., in force related to any or all of the activities covered in the imports including shipping of the consignments, insurance, clearing, handling, forwarding and inland transportation etc. These are for indicative purposes; however the selected back-up supplier has to undertake all activities for successful execution of the supply contract if tender is awarded to STC.
- (xi) STC shall be indemnified by supplier from any losses arising out of the claims received from Railways, Customs, Taxation including GST liability,

entry tax and other taxes, if any levied, etc. And the same shall be deducted from the suppliers during the currency of contract and later anytime. Any such liability on STC would be to the account of supplier and would be recovered from their due payments.

- (xii) The Bidders/Suppliers can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- (xiii) The validity of the offer made by bidders shall be valid for 75 days from the opening date of Part I Bid.
- (xiv) The above terms and conditions shall have to be accepted by the Bidder/SUPPLIER in totality and the bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- (xv) Any bidder participating in the bid, implies that the bidder has accepted all terms and conditions of the bid.
- (xvi) The successful bidder shall indemnify STC of any and all cost and consequences therewith arising out of the performance of the contract with M/s HNL, Kottayam, Kerala. The successful Bidder shall have to submit an indemnity bond as per STC format (**ANNEX-VII**) to this effect on a non-judicial stamp paper of Rs. 100/-.
- (xvii) STC reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. STC also reserves the right not to order any quantity against this tender or participate in the tender no. **HNL/IMP/COAL/4/102 dated 19.07.2017** of M/s M/s HNL, Kottayam, Kerala. STC's decision in this regard shall be final and binding to all the bidders.
- (xviii) Letter of acceptance and contract agreement: On acceptance of bidder's offer, the contract shall be concluded. Acceptance of bid proposal by STC shall be communicated by the issue of a 'Letter of Acceptance (LOA)', but not before an LOA is issued by M/s HNL, Kottayam, Kerala to STC. The successful bidder shall acknowledge the LOA and shall enter into a contract agreement incorporating all the relevant terms and conditions including the terms and condition of the tender documents issued by '**end user (Buyer)**' with STC within 7 days from the date of issue of purchase order, on the appropriate value of non-judicial stamp paper. In case the contract agreement required to be registered, the stamp duty is to be borne by the bidder. The shortlisted bidder has to make immediate provision to submit the EMD/Security Deposit in lines with the tender floated by 'end (user buyer)' /as instructed by STC.

5. DOCUMENTS REQUIRED:

The interested applicant shall submit the following information/documents in a sealed envelope with each page of the document numbered, stamped and initialled.

- i. Corporate Identity Number (CIN).
- ii. Audited Balance Sheet and Profit & Loss Statement of the Company for the last three financial years i.e. 2014-15 and 2015-16 and 2016-17.
- iii. Copy of the income tax return filed in the last 3 financial years i.e. 2014-15 and 2015-16 and 2016-17 should also be provided.
- iv. Copy of the Performance certificates in support of the Supplies made.
- v. Copy of Purchase Orders in support of the Supplies.
- vi. Copy of IE Code.
- vii. Copy of Memorandum and Articles of Association of Company.
- viii. List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- ix. Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- x. Signature of Partners/Directors/Proprietors duly attested by the bank.
- xi. Report from credit rating agencies such as DNB, Moody's etc which should not be more than one year old, with rating which is at least fair and above.
- xii. Copy of PAN, GST/Tin Number Certificate, Service Tax Registration no.
- xiii. Solvency certificate worth Rs. 35 Crores.
- xiv. Signed copy of Tender as a token of acceptance of all the terms & conditions.

6. DATE FOR SUBMISSION OF BIDS.

The due date & time for submission of the Bids is 1500 hours on 09.08.2017.

7. INSTRUCTION TO BUYERS FOR SUBMISSION OF BIDS & METHOD OF DELIVERY

Bids against this tender shall be received as explained below. The Part-I has to be delivered in physical form to be dropped in tender box before closing date and time of bid submission.

The Part-II will be received only electronically through the e-procurement Portal of NIC (eprocure.gov.in/e-procure).

Part -I Submission of bids Document in Physical Form:

The following documents should be submitted by the Bidder and should reach STC in physical form in a sealed envelope & has to be dropped in tender box before closing date and time of bid submission. It should be super-scribed with tender No & date, name and address of bidder & date of tender opening.

1. Non-Refundable Tender Fee.
2. Integrity Pact as per Annexure –I.
3. One complete set of complete bid documents duly signed and stamped by the bidder on each page as token of acceptance of all the terms and conditions.
4. Original of following **documents mentioned at part-II scanned copy** of which was uploaded electronically (**except the Price Bid at Annex-X**).
 - Pre-qualification documents as indicated in clause 2 & 5 above.
 - Annexure-II
 - Annexure-III
 - Annexure-IV
 - Annexure-V
 - Annexure-VI
 - Annexure- VII
 - Annexure- VIII
 - Annexure IX

Part –II Submission of bids Documents electronically:

The interested applicant should scan and upload the following information/ documents as per the format(s) attached. Each page of the document submitted by the applicant shall be numbered, stamped and initialled.

- Pre-qualification documents as indicated in clause 2 & 5 above.
- Annexure-II
- Annexure-III
- Annexure-IV
- Annexure-V
- Annexure-VI
- Annexure- VII
- Annexure- VIII
- Annexure IX

Annexure-X (Price Bid) duly signed and stamped has to be uploaded online in the price-bid folder directly.

The technical bid will be opened on due date and time of opening. The online technical bid and documents received in physical form will be analysed and the name of those bidder who qualify the technical bids will be uploaded.

The Price Bid of only the qualified bidders whose details have been uploaded to be opened on the date and time announced at the time of opening of technical bids.

STC will not accept the Bid Documents to be submitted in physical form received by way of Courier/Registered Post / Speed Post, facsimile. The sealed envelope has to be dropped in tender box before closing date and time of bid submission

For details, please visit websites www.stclimited.co.in or www.eprocure.gov.in. Interested bidders must submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested **herein at Para -7 part -II above.**

Any further Corrigendum/ Addendum to the tender documents will be uploaded by STC only on website i.e. www.stclimited.co.in or www.eprocure.gov.in or and no press advertisement shall be published for the same. The Bidder who fulfil all the qualifying criteria and has quoted the highest trading margin which they agree to pay to STC will be selected and informed.

- i. For submission of bids, bidders are required to get themselves registered with eprocure.gov.in website using Class II / Class III Digital Signature Certificate.
- ii. The non-refundable document processing fees of Rs 10,000/- in form NEFT in favour of 'The STC of India Limited', Kochi must reach STC before last date and time of bid submission.
- iii. A bidder may modify, substitute or withdraw its e-bid. For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/resubmit digitally signed modified bid.
- iv. Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per server system clock of e-procurement portal). STC will not be responsible for any delay or the difficulty encountered during the submission of bids at the eleventh hour due to any technical or other problem.

8. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk Tel No.: 1800307-0232, 91-75748898471/74 and 91-7878007972/73

9. TECHNICAL SPECIFICATIONS OF THE COAL:

S.No	Description	Unit	Norms	Remarks
1	Coal Size	MM	0-50(-3mm size upto 18%)	-3mm not>18%. -3mm size above 18% upto 20%will be accepted with penalty. Above 20% will be rejected.
2	Total Moisture	% of wt	Upto 34	Above 34% upto 40% will be accepted with

				penalty. Above 40% will be rejected.
3	Ash (ADB)	% of wt	Upto 6	Above 6% upto 12% with penalty. Above 12% will be rejected
4	GCV (ADB)	Kcal/Kg	5500	Rejection level below 4800 Kcal/Kg and with Penalty from <5500 to 4800 Kcal/Kg
5	Fuel ratio (Fixed Carbon/VM)		Upto 1.2	Above 1.2 upto 1.5 with penalty. Above 1.5 will be rejected
6	Sulphur (ADB)	% of Wt	Upto 1.0	Above 1% will be rejected
7	Ash Fusion Temp	Deg C	Above 1300	
8	Grindability Index		45-55	
9	Volatile Matter (ADB)	% of Wt	35-45	
10	Inherent Moisture (ADB)	% of Wt	Upto 14	

ARB: As Received Basis, ADB: Air Dried Basis, VM: Volatile Matter, GCV: Gross Calorific Value.

No Bonus/increment will however be applicable for improvement in specifications observed over the values offered and guaranteed by the Seller. This is applicable for Price bid evaluation as well as for releasing payment also.

Tenderers should note that in case of any deviation in the technical specifications including the guaranteed values, their offers shall be rejected.

10. PENALTY & REJECTION CONDITIONS (SL.NO.1 TO 7)

1. The fines content of <3mm should be limited to 18%. Above 18% upto 20% will be accepted with penalty. Coal with fines content above 20% will be rejected.
2. Total Moisture will be accepted without penalty up to 34%. Above 34% up to 40% will be accepted with penalty as per HNL formula indicated in the **CLAUSE 11- EVALUATION METHOD**. Coal with above 40% moisture will be rejected.
3. Ash above 6 % (ADB) will be accepted with penalty up to 12% and above 12 % will be rejected.
4. Gross Calorific Value (GCV)—ADB: 'Coal shall be supplied as per GCV range given in The PO specifications. Minimum GCV (ADB) shall be 5500 Kcal/kg. and can be accepted with penalty from < 5500 To 4800 Kcal/ Kg. Coal with GCV (ADB) less than 4800 kcal/ kg will be rejected.

5. Fuel ratio: 1.2 to 1.5 will be accepted with penalty. Above 1.5 will be rejected.
6. Coal with sulphur above 1% will be rejected
7. Ash fusion temperature should not be below 1300 deg C.
8. Penalty for supply of Coal with Shale & Stones : In case the material supplied is found contaminated with shales and stones, such rejects would be segregated and in addition to recovery of equivalent cost of the removed shales and stones from the bills of the supplier, a penalty of 20% over and above the recovery would be levied on the Supplier. Also, HNL reserves the right to reject the entire rake of such contaminated supplies.

NOTE:

In the case of critical parameters where rejection levels are mentioned (Sl. No. 1 to 6) the supplier shall ensure that the parameters are within limits before dispatch of coal to HNL. No complaint against rejection due to this will be entertained and not eligible for any payment or compensation, whatever are the reasons. However, the supplier shall also ensure to maintain other parameters also.

11. EVALUATION METHOD

THE EVALUATION FOR ARRIVING L-1

1.1 For Gross calorific Value (ADB)

A. Evaluated Price- $(\text{Quoted Price} \times 5500) / \text{Quoted GCV (ADB)}$

1.2 For moisture Correction

**B. Correction factor in Weight due - $(100 - \text{Quoted ARB Moisture \%}) / 100$
to moisture**

1.3 For excess Ash (ADB) content

**C. Correction factor for excess $(100 - \text{Quoted ADB Ash \%}) / 100$
Ash content**

1.4

Final Evaluated Price $A / (B \times C)$

PRO-RATA DEDUCTIONS

Pro-rata deduction as below will be made for each rake of coal supplied.

1. GROSS CALORIFIC VALUE (GCV): Pro-rata adjustment as per HNL Lab Inspection Report for GCV (ADB) of coal sample as per formula below:

$$\text{Adjusted price} = \frac{\text{Price as per PO} \times \text{GCV as per HNL Lab inspection report}}{\text{GCV as per PO (i.e.5500)}}$$

Normal penalty will be imposed in case GCV on ADB falls below PO specifications up to 5300 Kcal/Kg. However, no upward increase in price would be accepted in case GCV of coal supplied is above Purchase Order Specifications.

2. Total Moisture (As Received Basis): If the total moisture as per HNL lab Inspection report exceeds the P.O. specifications, the adjusted weight of consignment will be worked out as per the following formula.

Moisture Correction Factor

- a) TM between above 34% to 36% M = $\frac{134 - (1.05 \times \text{Actual Moisture})}{100}$
- b) TM between above 36% to 38% M = $\frac{134 - (1.075 \times \text{Actual Moisture})}{100}$
- c) TM between above 38% to 39% M = $\frac{134 - (1.100 \times \text{Actual Moisture})}{100}$
- d) TM between above 39% to 40% M = $\frac{134 - (1.125 \times \text{Actual Moisture})}{100}$

However, no upward increase in quantity would be accepted in case the total moisture is below the specified level.

3) **Excess ash content:** The weight of the consignment shall be adjusted if the ash content is above the purchase order specification as per the following formula.

Correction factor on high ash content:

$$A = \frac{100 + (\text{Ash \% as per PO without Penalty} - \text{Ash \% as per HNL lab insp. report})}{100}$$

However, no upward increases in quantity would be accepted in case the % of ash content is found below the specified level.

Final Weight Correction:

If "W" is the weight of consignment as recorded at HNL Weigh bridge, the weight on account of moisture and ash correction will be

$$\text{Weight (corrected)} = 'W' \times 'M' \times 'A'$$

No upward correction in weight 'W' will be allowed.

4) **Penalty for Excess fines content:**

Penalty per MT of coal on FOR destination price (arrived after GCV adjustment) will be levied as follows:

- a. Fines content (-3mm size) between 18% to 19% : 0.25%
- b. Fines content (-3mm size) between 19% to 20% : 0.50%

5) Penalty for higher Fuel ratio:

If the fuel ratio is above 1.2, a penal deduction will be applicable up to 1.5 as per following formula:

Adjusted price against GCV per MT x (F-1.2) x 0.05 x Weight

(where "F" is the fuel ratio of the coal supplied).

6) Penalty for supply of Coal with Shale & Stones:

In case the material supplied is found contaminated with shales and stones, such rejects would be segregated and in addition to recovery of equivalent cost of the removed shales and stones from the bills of the supplier, a penalty of 20% over and above the recovery would be levied on the Supplier. Also, HNL reserves the right to reject the entire rake of such contaminated Supplies.

12. PRICE ADJUSTMENTS

For variations in specification parameters observed by HNL's, pro-rata adjustment in price will be applicable as indicated in Clause 11.

13. ITEM DESCRIPTION AND SCOPE OF WORK:

Steam Coal (Non-Coking Coal) as per specifications at **Clause 9**. Evaluation of offers will be done as per formula given at **Clause 11- Clause No.1.4**.

The scope of work includes supply of 40000MT (+/- 10%) steam coal to HNL, Arranging vessel, stevedoring, handling, storage, port clearances, arranging railway rakes, loading, transportation and delivery at HNL is part of Scope of work of bidder. Only unloading of coal at HNL shall be arranged by HNL.

14. PRICE

To be quoted on FOR Newsprint Nagar (HNL Siding-PNPS) by Rail (in Indian Rupees). However, price break-up such as taxes, duties, railway freight including siding charges etc. shall be indicated separately. In case coal is brought from outside Kerala, CST against C-Form to be charged. Price quoted shall be firm till the execution of the entire order or for the entire period of the contract and no increase shall be allowed during the pendency of the contract. Any revision in taxes & duties

which are statutory in nature, Railway freight etc prevailing at the time of opening of price bid as the case may be shall be considered for evaluation of offers.

15. QUANTITY & DELIVERY

Quantity: 40,000 MT (+/-10%) on staggered basis.

Delivery:

Delivery of coal shall be commenced within 45 days from receipt of purchase order/LOI or mutually agreed period between STC and Coal supplier as per following approximate staggered basis.

1st month : 20000MT

2nd month : Balance Quantity

Materials shall be delivered at the destination as specified in the Purchase order on any working day except Sundays and Holidays) and as and when required. Loading of coal at Source point (station) shall be arranged by supplier. Unloading of Coal at HNL shall be arranged by HNL. Detention/Demurrage charges, if any, for any delay in unloading/release of railway rake for reasons attributable to HNL shall be borne by HNL and reasons not attributable to HNL, supplier shall be charged. **Coal must be supplied from Cochin Seaport only**

16. VALIDITY:

The offer shall be valid for a period of 75 days from the opening date of the Part I bid.

17. QUALITY AND QUANTITY:

The supplier shall ensure the quality and quantity of the material as per terms of the PO.

Weight recorded at HNL's weigh bridge shall be final for all practical purposes including payment.

Each wagon shall be covered properly with tarpaulin to avoid rain water infringement / dust loss while in transit from loading port to HNL site. The tarpaulin shall be removed by the bidder just before tipping of the wagon. The tarpaulins can be taken back by the bidder.

Responsibility of tarpaulins lies with the supplier.

Procedure for weighment

Each filled wagon will be placed on the tippler platform of HNL. Gross weight of filled

wagon will be taken before tipping. After tipping empty wagon will be weighed. Net coal weight will be taken by difference of the above two weights.

The coal as per this tender specification is free flowing type & entire coal inside the wagon is expected to be unloaded on single tipping. Residual coal if any is stuck up inside the wagons after tipping will not be taken into account.

HNL wagon tipping capacity is 90 MT. Weight of filled wagon shall not be above 90 MT. If the weight of filled wagon is more than 90 MT the bidder will have to unload the excess coal manually from the wagon before tipping at their cost. Demurrage to Railway due to this delay shall be at bidder's cost.

(Bidder may visit HNL tipping site and assess weighing procedure before participating in the tender if they feel so).

Sample collection

Sampling for Testing shall be done after receipt of coal at HNL site by any one mutually agreed independent third party sampling agency at the cost of supplier.

The independent sampling agency shall collect samples from the sampling point provided at discharge chute of belt conveyor no.36 at HNL during unloading of coal from wagon tippler to the final unloading point (when coal is in motion through the conveyors) at regular intervals such that a representative sample is collected for each wagon unloaded (i.e. If the coal rake is having 50 wagons, 50 samples will be taken and so on). The sampling valve/system will be {opened for about 15 -30 seconds for each sampling.

The samples will remain in the pit underneath the sampling point till all wagons in a batch (7-10 nos) brought from HNL siding to tipping site, are unloaded and corresponding number of samples are taken. Composite sample of each such batch shall be collected (approximately 40 kg) and preserved.

Similarly samples shall be collected and preserved till all wagons in the rake are unloaded.

Sample preparation

After completion of unloading, all the preserved samples as above shall be mixed thoroughly but without crashing and reduced in bulk by coning and quartering to about sixty (60) kg which shall be further divided into four quarters.

A. Out of these, two quarters shall be mixed again and divided further by 'coning & quartering' to make three composite samples weighing about 10 kg each. One sample each shall be taken for Size Analysis at HNL lab and by the Supplier and the remaining one sample shall be preserved at HNL lab.

B. Remaining two (original) quarters shall also be mixed together, followed by

repeated manual crushing (up to < 10 mm size) and finally FOUR composite samples are prepared by 'coning & quartering' method.

Above sampling and preparation shall be done in the presence of the representatives of the Purchaser and the Supplier.

Out of these four composite samples ONE sample shall be handed over to the supplier. One sample shall be preserved by the Purchaser (i.e. Commercial Dept., HNL) and the third sample shall be analysed at HNL Laboratory. The fourth one shall be preserved at HNL laboratory for joint analysis, if needed.

The supplier shall get tested the sample provided to them by their testing agency and the analysis certificate shall be forwarded to the purchaser within a week from the date of receipt of the samples.

In the event of any dispute raised, by either of the parties against the values recorded in the analysis certificate in respect of ash content, total moisture and GCV, the purchaser at their laboratory shall conduct joint analysis of the sample retained by them in the presence of the supplier.

In the event of the re-Analysis of the sample, in case the absolute value of the analysis report is within +/-3% of the 1st analysis report, then the 1st analysis report shall be final and binding on both the parties for all practical purposes including payment.

In the event of the value recorded in the re-analysis report in respect of ash content total moisture and GCV shows a variation beyond 3% of the value recorded in the 1st analysis report, then the 2nd sample retained by the purchaser shall be tested by another mutually agreed 3rd party NABL accredited inspection agency for testing of ash, total moisture and GCV content alone in which case, the expenses shall be borne by the supplier.

If so, the values recorded on the 3rd party analysis in respect of ash, total moisture and GCV shall be final and binding on the purchaser and the supplier AND, in this case **weight correction and all the penalties as per This Tender shall be calculated on The basis of NABL accredited mutually agreed Third party testing Agency; Test results OR ELSE all calculations shall be based on HNL'S Laboratory report. Le. 1st analysis report.**

Note

(Bidders may visit HNL site and laboratory and assess the above sampling and testing procedures before participating in the tender. Tests are conducted as per procedures stipulated in the IS codes. Bidder's representative / Third party may witness the test)

18. PAYMENT:

HNL shall make 100% payment of coal value (except Railway Freight & GST) against LC (on rake wise), for payment within 180 days of receipt and acceptance of the material at HNL site. Usance period interest for 30 days shall be borne by the seller and 150 days shall be borne by the buyer (HNL).

1st LC for the coal price would be provided for 20,000 MT and 2nd LC for balance quantity, i.e. two LCs in total with a minimum gap of 15-20 days in between each LC. Next LC shall be provided only on completion of the quantities against previously drawn LC (approx). Supplier shall raise individual bill of exchange for each rake with a minimum gap of 10 days. Banker should also raise individual Bill of Exchange for individual rake. All the Bill of Exchange shall be payable by 180 days from the date of each bill of exchange. Bill of Exchange shall be accepted and returned back to the banker within 10 Working days after receipt at HNL.

Following documents shall be furnished for claiming the LC:

1. Bill of Exchange
2. Copy of RR
3. Weighment certificate from HNL
4. Invoice duly corrected for Weight, GCV, Moisture and other parameters, if any
5. HNL Laboratory Test Report

On receipt of the above documents from the successful bidder, STC shall present the documents to the bank as stipulated in the LC and on receipt of payment, STC shall transfer payment to the successful bidder within three working days after adjustment of any dues. All usance period interest and any other charges on A/c of negotiation, etc. shall be to the A/c of successful bidder.

Advance payment of Railway Freight which includes siding charges, if any (up to HNL Siding) shall be considered against submission of Bank Guarantee for the advance released for each rake. Transit insurance shall be borne by the supplier. The bill shall be raised after getting the Weighment certificate from HNL along with copy of RR. Original RR must be forwarded to HNL immediately on loading or movement of the rake.

19. EMD & SECURITY DEPOSIT:

Rs.15,00,000/- in the form of DD/BG.

EMD can also be submitted in the form of BG as per format attached in **Annexure VIII.**

EMD of the successful bidder/bidders shall be converted as Security Deposit, which shall be returned after successful completion of supplies. EMD/Security Deposit bears no interest.

Successful bidder has to furnish a Bank Guarantee worth 5% of the order value in addition to Security deposit towards Performance Security of the Contract within 15 days from the date of receipt of LOI/Purchase Order whichever is earlier as per format given in **Annexure IX**. If the Performance Guarantee is not submitted within the time allowed as per terms and conditions, the EMD BG shall be encashed by STC without any further reference to the tenderer and forfeited.

EMD of unsuccessful bidders shall be returned on finalization of the tender.

In case of bidder/ bidders who withdraw their offer within the validity period of the offer, EMD submitted shall be liable to be forfeited.

Note: In case the bidder quoting the highest trade margin fails to provide the price within the stipulate time, so as to STC enable participate in HNL Tender, EMD submitted shall liable to be forfeited.

20. INTEGRITY PACT:

Interested Bidder(s) will be required to enter into an Integrity Pact with STC as per prescribed format as per Annexure I. Only those Bidders who sign an Integrity Pact with STC in the prescribed format and submit the same along with other tender documents, shall qualify to participate in the tender process. The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitor (IEM) appointed by STC for this purpose, namely, Mr. Kaushlesh K Sinha whose contact details are provided in the tender document.

21 IMPLEMENTATION OF INTEGRITY PACT

1. Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annex-I), which may be deemed to have been signed by STC. 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 subcontractors/ associates accordingly.
5. The Independent External Monitor (IEM) for this tender shall be Mr. Kaushlesh K. Sinha (Email : sinhakaykay@gmail.com).

All correspondence to IEM regarding implementation of IP may either be made directly to their email or addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001.

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. A sample clause for inclusion in contract / agreement is given below: "That M/s _____ (Bidder) and STC agree that Integrity Pact is a part of this contract and both the parties are bound by its provisions."

22. COMPLETE AGREEMENT:

The purchase order including the terms and conditions, the specifications hereto and any additional terms and conditions incorporated into and attached hereto constitute the sole and entire agreement between the parties hereto. Supplier quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and only to the extent that such items are consistent with the terms of Purchase Order. No other terms or conditions shall be binding upon purchaser unless accepted in writing. The purchaser may in writing make any revision or changes in this purchase order including additions or deletions from the quantities originally ordered in the specifications or drawings. The Supplier shall carry out such revisions/changes and be bound by the same terms and conditions to extent applicable, as though the said revisions/changes and be bound by the same terms and conditions to extent applicable, as though the said revisions were incorporated in the initial order. If any such revisions/changes affect the contract price or delivery, the same shall be subject to adjustment of price/delivery, where required on a reasonable basis by mutual agreement claims for such adjustments of price must be made within 15 days from the date when the revision or change is ordered.

23. DELAYS

Time is the essence of the agreement and delivery dates are binding on the Supplier and no variation of scheduled delivery dates shall be permitted except with prior written authorization from the purchaser. In the event of delay on the part of the Supplier to deliver the goods in full or part, the Purchaser shall have the option to recover from the vendor as agreed liquidated damages, a sum of 1/ 2% of the price of the contract value for each/or part of a week by which the delivery has been delayed subject however, to a limit of 10% of the contract value without Prejudice to purchaser's other rights mentioned in the agreement/order.

24. FORCE MAJEURE CLAUSE

Delivery dates will be extended to the Supplier without being subject to liquidated damages in the event of causes of force Majeure within the contractual periods. Only the following will be considered cause of Force Majeure.

Acts of God (Earth Quakes, Flood, Storms etc) acts or states, direct and indirect consequences of wars (declared and undeclared), hostilities, national emergencies, civil commotions and strikes (only those exceeding duration of 10 continuous days) or any other reasons beyond the control of the Vendors and if accepted by the Purchaser. The Vendor shall immediately inform the purchaser by Registered and detailed letter supported by documentary proof at the beginning and end of all such impediments. It is understood that delivery date will be extended only for the duration of the above mentioned impediments.

25. NON CONFORMANCE:

In the event of rejection of non-conforming goods, supplier shall be allowed without any extension of delivery time, to correct the non-conformities, should however, if Supplier fail to do so within the stipulated time, the Purchaser may cancel the order as to the non-conforming goods and shall retain the right with respect to substitution at the cost of the Supplier, installing and removing the non-conforming goods. Alternatively, however, purchaser may at their option have the nonconformity corrected at vendor's expense. Purchaser also reserves the right to claim damages for use of defective or sub-standard goods supplied by the vendor irrespective of the fact whether goods were inspected prior to receipt at mill site by the purchase or not.

Sample: Wherever advance sample(s) is/are approved, the bulk Supplies should strictly conform to the approved sample otherwise the supply is liable to be rejected.

26. WARRANTIES - GUARANTEES:

Supplier shall guarantee Purchaser or their authorized representative against any and all defect in the design, workmanship, materials and performance for twelve months of operation by the Purchaser. Should any defect develop during guarantee period, it shall be remedied promptly free of cost by the Supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the Vendor. The guarantee period for the replaced goods shall be twelve months.

27. INSPECTION AND TESTING:

The purchaser or his nominee shall have the right to inspect/test or get Inspected/tested the goods at the works of the Supplier or his sub-vendor at any time during manufacture and prior to shipment and to inspect within a reasonable time after arrival of goods at the ultimate destination and during and after erection testing and commissioning. The purchaser shall have full power to reject all or any portion of non-conforming goods. The stores so rejected shall be removed by the supplier within 15 days from the date of intimation of rejection at the expense of the Supplier and free replacement strictly conforming to our specifications made within 10 days thereafter. It shall be the option of the purchaser to allow the Supplier

to replace the rejected good or to cancel the order for the rejected goods. The final inspection shall be at the site of the purchaser unless otherwise specified.

28. RIGHT OF CANCELLATION:

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

- a) The Supplier does not adhere to any of the terms and conditions of the Purchase Order including general and special terms and conditions.
- b) The Supplier fails to deliver the goods in time and or replace the rejected goods promptly.
- c) The Supplier become bankrupt or goes into liquidation.

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

The purchaser in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Supplier 's agreed price, if any, from the Supplier.

29. WEIGHTS AND MEASUREMENTS:

All Weights and measurements recorded by the Purchaser on receipt of goods at the site will be treated as final.

30. SUBSTITUTION AND WRONG SUPPLIES:

Unauthorized substitution or materials delivered in error or of the wrong description or quality or supplied in excess of the quantity ordered or rejected, goods shall be returnable only at the expenses of the Vendor after due notification to him. Vendor shall bear responsibility and shall bear, among other relevant charges/ transportation expenses both ways.

31. DEFERMENT OF DISPATCH DATE AND STORAGE:

The purchaser shall have at his own discretion the right to ask the Supplier to defer dispatch of goods by a period not exceeding 30 days. The care and storage of goods during this period shall vest with Supplier and all expenses in this regard shall be borne by the Supplier.

32. CONFIRMATION OF ORDER:

The Supplier shall acknowledge the receipt of the purchase order (by signing and sending the duplicate copy of the order) within 15 days from the date of this order and shall thereby confirm his acceptance of this purchase order in its entirety

without exceptions. In case of non-receipt within the time stipulated, it shall be presumed that the Vendor has accepted the order.

33. TECHNICAL INFORMATION:

All drawings, specifications and details furnished by the Purchaser to the Vendor shall be the property of the Purchaser and shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of purchaser. Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of this Purchase order, to any person, firm, body, Corporation or Authority and shall use endeavor to ensure that the technical information is kept CONFIDENTIAL. The Technical information imported and supplied to the Vendor by the Purchaser shall at all time remain the absolute property of the purchaser.

34. TRANSFER & SUBLETTING:

The supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly, without the previous written permission of the Purchaser. The supplier shall be entirely responsible for the execution of the contract by the subcontractor, if any permitted by the Purchaser. For this purpose, the Supplier shall at his own cost ensure adequate inspection of their works by an Independent organization acceptable to the Purchaser

35. RISK PURCHASE:

In the event of Purchaser terminating the contract in whole or in part due to poor performance of the supplier, he may procure on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the Supplier shall be liable to the Purchaser for any excess costs for similar supplies. However, in case of part termination of contract of contract by the Purchaser, the Supplier shall continue the performance of the contract to the extent it is not terminated under provisions of this clause. ***STC reserves the right to effect risk purchase/execution of the work in case of non-fulfillment of various terms and conditions of the contract by the supplier at his risk and cost. In case any premium will be paid will also be adjusted from existing supplier's account.***

36. SPLITTING OF ORDER:

STC reserves the right to split the order on more than one vendor. HNL also reserves the right to place the order for full tender quantity or part quantity thereof.

STC at his discretion reserves right to accept or reject any offer in whole or in part without assigning any reason. Also at any point of time, if the information/supporting documents provided by the tenderer is found to be false/fabricated,

tenderer's offer shall be disqualified automatically. STC is also not bound to accept the lowest quotation and STC may accept or reject the lowest quotation or any quotation at its own discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher.

37. REQUEST FOR CLARIFICATION ON TENDER.

Any clarification desired by applicants must reach STC latest by 08.08.2017. Any request thereafter would not be entertained.

38. OWNERSHIP OF BID DOCUMENTS AND INFORMATION THEREIN

All bid documents will become the property of STC upon submission. Where the Applicant believes that information provided in response to this Bid is, or should be kept confidential; or disclosure of this information would unreasonably affect his business affairs, notice to this effect is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable, STC will give effect to the Applicant's stated wishes, and requests for access to such information will be determined under the RTI Act.

39. NO CONTRACTUAL OBLIGATION

STC is not bound contractually or in any other way to any Applicant/Bidder to this Tender till agreement is signed between STC and Shortlisted Bidder. STC is not liable for any costs or compensation in relation to the consideration of this Tender whether or not STC terminates, varies, or suspends the Tender process or takes any other action permitted under this Tender Interest, including consideration of concepts proposed in future developments.

40. SHORTLISTING OF BIDDER.

Applicant who qualifies as successful bidder to STC would be notified after the evaluation process is complete.

41. DISCLAIMER

The issue of this document does not in any way commit or otherwise obliges STC to proceed with all or any part of a tender process. STC may, at its absolute discretion, decide to abandon any part or whole of the process without giving prior notice to the bidders or potential bidders.

42. INDEMNIFICATION

The successful bidder shall fully indemnify, hold harmless and defend STC and its Directors, officers etc., from and against all claims, liabilities, suits, damages, etc. caused due to negligence/commission/omission of the successful bidder, its agents,

representatives or sub-contractors under this Tender or under the applicable laws of India.

43. ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such disputes or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off of STC against the Backup 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 Indian Council of Arbitration. The award of the Arbitrator shall be final & binding upon the parties to the dispute.

44. JURISDICTION

The courts and tribunals at Kochi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the tender. All disputes arising out of this tender shall be decided in accordance with the laws of India.

x

x

INTEGRITY PACT

**FORMAT FOR PRE-CONTRACT INTEGRITY PACT
(To be executed on plain paper)**

Tender. No. STC/KOCHI/COAL/2017-18/01 dated 03.08.2017.

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 having branch office at 4th Floor, K.S.H.B. Office Complex, Panampilly Nagar, Cochin-682036 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 **tender for selection of a Back-up Supplier for participation in a tender for supply of Imported Coal to M/s HNL, Kerala** 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 Imported/Indigenous source shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
- e. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

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

(3) The Bidder/Contractor signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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 2:

Signature _____

Name _____

Witness 1:

Signature _____

Name _____

Address _____

Witness 2:

Signature _____

Name _____

ANNEXURE-II**BIDDER'S PARTICULARS:**

TENDERER SHALL FILL UP & UPLOAD THE PARTICULARS AS PER THE TENDERCONDITION IN COVER I WHEREVER APPLICABLE

Sl. No.	PARTICULARS	DETAILS
1	Name and address of Supplier	
2	Year of Establishment	
3	Tel. No., Fax and email id	
4	Category of the Bidder	Trader/Authorized firm /Mines owner
5	Authorization for signatory	Attached/Not attached
6	Copy of the partnership deed/agreement duly attested by the notary public wherever applicable	Attached/Not attached
7	Corporate identity number (CIN)/ Company Registration Number as the case may be.	Attached/Not attached
8	Name and Address of the Members of the present Board of Directors	
9	Board Resolution/Letter from partners authorising all or any one of the Director/Partners to sign the documents.	Attached/Not attached
10	Certified copy of Memorandum and Articles of Association wherever relevant	Attached/Not attached
11	Copy of VAT Registration number/ Registration no as relevant to the country wherever applicable	Attached/Not attached
12	Copy of PAN and Service Tax Registration	Attached/Not attached
13	Price basis	FOR Newsprint Nagar (HNL Siding)
12	Copy of the agreement with principal duly attested by a notary public/competent authority of respective country for arrangement for supply of Coal, in case of trader. Copy of the authorization from the Mines owner in case of authorized supplier and trader. In case of Mines owner, the copy of the details of the Mines issued by a competent authority of the respective country.	Attached/Not attached
13	Solvency Certificate of Rs. 35 Cr. from the bank	Attached/Not attached
14	Copy of audited financial statement with schedules as per the tender condition.	Attached/Not attached
15	Copy of Income Tax Return filed in the last three financial years.	Attached/Not attached
16	Copy of Latest Credit Rating Report (DnB, Moody's) not more than one year old.	Attached/Not attached
17	Self-attested Copies of Purchase orders in support of supplies	Attached/Not attached
18	Self-attested Copies of Performance Certificates	Attached/Not attached

19	Document in support of handling Experience (Attached)	Attached/Not attached
20	All terms and conditions specified in tender.	Accepted/Not Accepted
21	Has the company been black listed/banned by any Government Undertaking/ Power Utility from participating in any tenders for supply of coal.	Yes/No
22	Whether blacklisted / banned on the date of Application.	Yes/No
23	IE Code Certificate	Attached/Not attached
24	Integrity Pact	Attached/Not attached
25	Copy of GST Registration particulars	Attached/Not attached

Certified that the above information is true

Dated:

Signatures:

Name & Designation

Place Company Seal

Affidavit
(To be furnished by Bidders)

Affidavit of Shri_____ S/O Shri_____ aged about _____resident of _____ I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That I am working as _____ in _____
(Name & address of bidder).

2. That I am duly authorized by _____
(Name of bidder) to submit this affidavit on its behalf.

3. That bidder is submitting a bid in response to invitation for bid for quoting the Trading Margin for which for agreeing to be the backup Supplier of imported coal to STC/Ultimate Buyer & ready to submit BG/EMD/Security amount/Bid Bond to STC on back to back basis.

4. That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the power/ steel/ cement/ fertilizer utilities/ Government/ Semi Government companies in any country, which is still in force.

5. That bidder has successfully fulfilled all the contractual obligations for full and satisfactory performance in respect of supply and handling of imported steam coal of Imported/Indigenous source in all organizations, in terms of delivery period, quantity, quality and that the actions such as termination/ foreclosure of contract/(s) on account of non-performance contractual obligations have not been taken.

6. That if at any point of time the declarations given above are found to be incorrect, STC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification: Verified at _____ on day of _____ 2017 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT

UNDERTAKING
(To be furnished by Bidders)

We hereby submit Trading Margin Bids and if qualified and selected by STC, we unconditionally agree to become the backup supplier for STC for **"Tender for selection of a *Back-up Supplier for participation in a tender for supply of 40,000 MT (+/-10%) of Steam Coal (Non-Coking Coal) as outlined in bidding documents of The S.T.C. of India Limited.*"**

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

We have carefully gone through the terms and conditions attached along with this tender document and understood the same and hereby agree to abide by the same without any reservation.

The rates offered by me shall be firm without any escalation during the currency of the contract.

We hereby confirm our acceptance and compliance to the terms and conditions covered in the bidding documents of the ultimate purchaser. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

We hereby also confirm that we or any of its sister concern/subsidiary/JV shall not participate in the Tender No. HNL/IMP/COAL/4/102 dated 19.07.2017 (for which we are bidding as backup supplier) directly or in conjunction with any other bidder in any other name.

We hereby confirm that we have submitted the following as per the provisions of the Bidding Document:

- i. Signed copy of the original Bid Document as token of acceptance of the terms including Specifications of imported coal and Pricing methodology laid down therein.
- ii. Certificates from End-User for Supplies of Quantities

- iii. Certificate from End-User for Handling of bulk commodities
- iv. Certificate from Associate for Handling (if applicable)
- v. Declaration for No multiple bid
- vi. Affidavit for not having been blacklisted
- vii. Trading Margin Bid
- viii. Integrity Pact as per format duly signed
- ix. Declaration of Coal mine(s) (mentioning quality & quantity of coal available) outside India from where the bidder is intending to supply coal.
- x. We hereby submit our Bid and undertake to keep our Trading Margin Bid valid for a period of 75 days from the due date of submission of Bid i.e. upto _____. We hereby further undertake that during the said period we shall not vary/alter or revoke our Bid.

We hereby undertake to give Bank Guarantee/DD towards "Earnest Money Deposit" (EMD)/ Bid Bond on back to back basis to STC once emerged successful in the said tender.

Date _____
Signature _____

Place _____
Name _____
Designation _____
Seal _____

ANNEXURE V

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

All deviations from the Technical Specification shall be filled in by the Bidder clause by clause in this schedule.

Section	Item No.	Clause No.	Deviation

The Bidder hereby certifies that the above mentioned are the only deviations from the Purchaser's Technical Specifications for this enquiry. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents including drawings, catalogues, etc, are at variance with the specific requirements laid out in the Purchaser's Technical Specifications, then the latter shall govern and will be binding on the Bidder for the quoted price.

Company Seal

Signature
Name
Designation
Company

Date

ANNEXURE VI

SCHEDULE OF DEVIATIONS FROM OTHER TERMS AND CONDITIONS

All deviations from the General conditions shall be filled in by the Bidder clause by clause in this Schedule.

Section	Item No.	Clause No.	Deviation

The Bidder hereby certifies that the above mentioned are the only deviations from the terms and conditions of the tender document. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents are at variance with the specific requirements laid out in the Purchaser's General Conditions of Contract, then the latter shall govern and will be binding on the Bidder for the quoted price.

Company Seal

Signature
Name
Designation
Company

Date

Annexure - VII

Tender No. STC/KOCHI/COAL/2017-18/01 dated 03.08.2017.

INDEMNITY BOND

(To be submitted in Rs 100/- non-judicial stamp paper)

THE INDEMNITY BOND EXECUTED ON THIS _____ DAY OF _____ JUNE 2016 BY M/S _____, REPRESENTED BY ITS _____, HENCEFORTH CALLED 'FIRST PARTY' TO AND IN FAVOUR OF THE STATE TRADING CORPORATION OF INDIA LIMITED, HAVING ITS REGISTERED OFFICE AT JAWAHAR VYAPAR BHAVAN, TOLSTOY MARG, NEW DELHI-110 001 & BRANCH OFFICE AT _____ HENCEFORTH CALLED 'SECOND PARTY'

WHEREAS SECOND PARTY HAS AGREED TO PARTICIPATE IN THE TRADING MARGIN BID REGARDING SELECTION OF BACKUP SUPPLIER OF STEAM COAL WHO FULFIL THE ELIGIBILITY CRITERIA AS PER THE TENDER NO _____.

THE FIRST PARTY HAS TO EXECUTE AN INDEMNITY BOND IN FAVOUR OF SECOND PARTY FOR DUE PERFORMANCE OF THE CONTRACT AND SHALL INDEMNIFY STC OF ANY AND ALL COST AND CONSEQUENCES THEREWITH ARISING OUT OF THE PERFORMANCE OF THE CONTRACT WITH M/S _____ (NAME OF "END USER [BUYER]") IF SHORTLISTED AS BACK-UP SUPPLIER.

WE DECLARE THAT THE SIGNATORY TO THIS INDEMNITY BOND IS DULY EMPOWERED TO ISSUE THIS INDEMNITY BOND.

SIGNATURE
DESIGNATION

WITNESS: 1.
2.

ANNEXURE-VIII

BID BOND PROFORMA

(To be executed by any first class International Bank having Branch office in Cochin (India) on stamp paper of Rs.100/-)

**The STC of India Limited,
4th Floor,
K.S.H.B. Office Complex,
Panampilly Nagar,
Cochin-682036
Kerala**

Dear Sir,

1. WHEREAS M/s_____ (offeror) has offered to supply a quantity of ___MTs of Steam Coal to STC of India Limited, and the offeror is required to submit a Bid Bond of Rs _____ along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale, we _____ (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay the amount demanded by STC not exceeding the sum of INR _____, in case the offeror fails to perform any or all of the obligations, undertaken by him as per STC's acceptance, without any demur, protest and without any reference or recourse to the offeror notwithstanding any dispute raised by the offeror in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of the invocation of this Bid Bond. Any such demand in writing made by STC of India Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror.
2. Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to INR _____ and it will remain in full force upto _____ which includes 30 days after the period of bid validity. Unless a claim under the guarantee is filed against us on or before all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, (Bank) further agree that the

Guaranteehereunder contained shall not be affected by any change in the terms of purchase originally offered by the offeror.

3. This bond will be governed by Indian Laws and will be subject to the jurisdiction of courts at Cochin in India alone.

DATE
PLACE

FOR
BANK

N.B. Bid Bond to be furnished in INR only.

ANNEXURE IX

PERFORMANCE GUARANTEE BOND

(To be executed by any first class International Bank having Branch office in Kochi (India) on stamp paper of Rs.100/-)

**The STC of India Limited,
4th Floor,
K.S.H.B. Office Complex,
Panampilly Nagar,
Cochin-682036
Kerala**

1. Against LOI/Contract No._____Dated _____(hereinafter called said LOI/Contract) entered into between The State Trading Corporation of India Limited, Kochi, (STC) (hereinafter called the buyers) and M/s._____(hereinafter called the sellers) this is to certify that at the request of the Sellers, We _____(Name and Address of Bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) have issued this guarantee in favour of Buyers the amount of Rs_____ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount demanded by the Buyers not exceeding the sum of Rs. _____only, without any demur, protest and without any reference or recourse to the seller notwithstanding any dispute raised by the seller in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of invocation of this Performance Bank Guarantee, if the Sellers fail to perform all or any of their obligations under the said Contract or supply material short than the contracted quantity or if penalties are levied due to quality deviations (nutrient moisture/particle size) from contractual specifications and/or for any other reason. The decision of the Buyers duly communicated in writing to the bank during its currency that the sellers have failed to perform all or any of the obligations under the LOI/Contract or have delivered short quantity or penalties have been levied due to quality deviations (nutrient/moisture/particle size) from contractual specifications and/or for any other reason or have not settled despatch/demurrage, dead freight and other due amounts, shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the sellers). The said amount of Rs. _____will accordingly forthwith be paid without any conditions or proof whatsoever.

2. It is fully understood that this Guarantee is effective for a period of 12 months from the date of issue of the guarantee i.e. up to _____ and that we _____ (Bank) undertake not to revoke this guarantee during its currency.
3. We,(Bank), further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said Suppliers and/or forebear to enforce any of the terms and conditions relating to the said Contract and We, _____(Bank) shall not be absolved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said sellers or for any forbearance and/or commission on the part of the Buyers, or any indulgence by the Buyers, to the said Sellers or by any matter or thing whatsoever which under the law relating to the sureties would have the effect of releasing us but for this provision under this performance guarantee.
4. We, _____(Bank), further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Seller/ Buyer/ Bank/ Consignee.
5. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at Kochi in India alone.

FOR -----

BANK ACCEPTED

- N.B. (i) Conditional PBG will not be accepted.
(ii) PBG to be furnished in Indian Rupees Only.

Annexure - X

Tender No. STC/KOCHI/COAL/2017-18/01 dated 03.08.2017.

(Price Bid)

**To,
The STC of India Ltd.
4th Floor,
K.S.H.B. Office Complex,
Panampilly Nagar,
Cochin-682036
Kerala**

Dear Sir,

With refer to your above tender enquiry, we are pleased to confirm our interest in participation in the tender as back-up supplier of STC & **hereby quote as under our trade margin as per Scope of Work and other terms & conditions as covered in the Bidding documents of M/s HNL Kottayam, Kerala.**

Sl. No	Particulars	In Numerical	In words
1.	Trade Margin Charges in INR PER METRIC TON		

1. Above Trade margin is exclusive of any taxes/duties applicable
2. We undertake to comply with all the terms and conditions of the tender and do confirm no deviation from the same.
3. Validity of offer: 75 days from the opening of Part I of the bid.

Thanking You

For on the behalf of _____

Signature
Name
Designation
Seal