



**THE STATE TRADING CORPORATION OF INDIA LTD.  
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)  
STC, 4th Floor, K.S.H.B. Office Complex, Panampilly Nagar, Cochin-  
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**Tender No. STC/KOCHI/COAL/2016-17/01-RE dated 15.10.2016**

**Notice Inviting Tender for selection of a *Back-up Supplier* for supply of 8,000 MTs of Imported Coal to *Malabar Cements, Kerala***

**Sub: Selection of a Back-up Supplier for selection of a *Back-up Supplier* for supply of 8,000 MTs of Imported Coal to *Malabar Cements, Kerala* in India 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 **supply 8,000 MTs of Imported Coal to *Malabar Cements, Kerala*** [hereby termed as '**end user (Buyer)**']. The proposed supply will be with the assistance from a Backup Supplier strictly on back to back basis on same terms and conditions as prescribed as per **ANNEXURE VIII**.

**STC invites Trading Margin Bid regarding selection of Backup supplier** from prospective bidders who fulfil the eligibility criteria as mentioned below.

**2. PRE-QUALIFICATION CRITERIA OF APPLICANTS:**

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

- (i) The bidders should have experience for supply of minimum 25,000 MTs of Imported coal in last three years reckoned from the last date of bid submission directly/or through PSU's to any Power/Steel/Cement/Fertilizer/Industrial units.

**The bidders shall furnish copies of purchase orders and original performance certificates from end-users/PSU's.**

- (ii) The bidders should also have, either individually or in joint venture/consortium, have handled, including port operations and delivery up to destination at least 25,000 MTs of any dry bulk solid commodity like coal, fertilizer, cement etc. in India directly or through PSU during the last three years reckoned from the last date of bid submission. The handling should be composite in case of FOR destination, that is, it should not only include port operations, viz ship /rake / unloading, intra port storage – stacking, but should also include responsibility for shortage, quality difference / deviations, prepayment of freights out of his own resources, allotment / placement of rakes, i.e. liaising with Railway authorities, Custom / Port clearance. **In**

**support of the aforesaid experience, the suppliers shall furnish handling experience certificates in original from the end-user.** In case of joint venture/consortium for handling, any one of the partners of the joint venture/consortium should fulfil the qualifying criteria under this clause. All the documents related to joint venture/consortium for handling shall be signed by one of the joint venture/consortium partner authorized by all the other partners through a Power of Attorney to execute the documents on behalf of joint venture/consortium.

- (iii) The bidder should have a turnover of more than Rs. 100 crores or in equivalent foreign currency in any of the last three financial years.
- (iv) 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.
- (v) **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 enquiry of imported coal by '**end user (Buyer)**' by quoting a trade margin they are agreeable to give to STC. (Annex-VI)
- 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](http://eprocure.gov.in/eprocure)).

- (i) 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 shall not participate the said enquiry of Malabar Cements directly or in conjunction with any other bidder in any other name. **(Annexure-IV)**

- (ii) The bidder shall give a No Deviation undertakg (**Annex-V**) accepting all the terms and conditions of the enquiry 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.
- (iii) The Bidder shall furnish Bank Guarantees @5% of the total contract value and shall also bear the expenses/bank charges incurred by STC in this regard.
- (iv) The Bidder to submit a non-refundable document processing fees of Rs. 10,000/- in form DD/Bankers Cheque in favour of 'The STC of India Limited' payable at Kochi.
- (v) The bidder shall provide the annual accounts for the last three financial years.
- (vi) STC shall release payment to bidder only up to the extent received from the end user M/s Malabar Cements within three working days and after deduction of all expenses (if any) and STC's trade margin.
- (vii) 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.
- (viii) 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.
- (ix) STC shall be indemnified by supplier from any losses arising out of the claims received from Railways, Customs, Taxation including VAT/sales tax 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.
- (x) 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.
- (xi) The validity of the offer made by bidders shall be valid for 90 days.

- (xii) 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.
- (xiii) Any bidder participating in the bid, implies that the bidder has accepted all terms and conditions of the bid.
- (xiv) 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 Malabar Cements, Kerala. The successful Bidder shall have to submit an indemnity bond as per STC format (**ANNEX-VI**) to this effect on a non-judicial stamp paper of Rs. 100/-.
- (xv) 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 said enquiry of Malabar Cements, Kerala. STC's decision in this regard shall be final and binding to all the bidders.

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 Malabar Cements 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 15 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 as instructed by STC.

## **6. DATE FOR SUBMISSION OF BIDS.**

The due date & time for submission of the Bids is 1100 hours on 21.10.2016.

## **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-IX**).
  - Pre-qualification documents as indicated in clause 2 above.
  - Annexure-II
  - Annexure-III
  - Annexure-IV
  - Annexure-V
  - Annexure-VI

#### **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.

1. Pre-Qualification documents as indicated in clause 2 above.
2. Annexure-II
3. Annexure-III
4. Annexure-IV
5. Annexure-V
6. Annexure-VI
7. Scanned copy of Demand Draft for non-refundable fees.

#### **The Annexure-IX (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.stc.gov.in](http://www.stc.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested bidders must submit their bids online using e-Procurement portal of NIC ([eprocure.gov.in](http://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](http://www.stclimited.co.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) 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](http://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 DD/Bankers Cheque in favour of 'The STC of India Limited' payable at STC, 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](http://eprocure.gov.in)), the bidders may contact CPP Portal Helpdesk Tel No.: 1800307-0232, 91-75748898471/74 and 91-7878007972/73

#### **9. REQUEST FOR CLARIFICATION ON TENDER.**

Any clarification desired by applicants must reach STC latest by 20.10.2016. Any request thereafter would not be entertained. Reply to clarifications would be posted on STC's website [www.stclimited.co.in](http://www.stclimited.co.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in)

#### **10. 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.

#### **11. 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.

#### **12. SHORTLISTING OF BIDDER.**

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

#### **13. AGREEMENT**

The Agreement, entered into subsequently, shall constitute full and complete understanding between the STC & successful bidder. The Agreement, once signed, shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties. The Agreement with the Successful Bidder is proposed to remain in force till the satisfactory completion of supply contract and final settlement of accounts.

#### **14. 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.

#### **15. 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.



## **16. 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.

## **17. 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.

**INTEGRITY PACT**

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

**Tender. No. STC/KOCHI/COAL/2016-17/01-RE dated 15.10.2016**

**INTEGRITY PACT**

**Between**

**The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 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 for selection of a Back-up Supplier for for supply of 8,000 MTs of Imported Coal to Malabar Cements, 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 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.

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

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

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

Witness 1 :

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Witness 2 :

Witness 2 :

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

## BIDDER'S PARTICULARS:

SI. No.	PARTICULARS	DETAILS
	Name and address of Supplier	
	Year of Establishment	
	Please specify whether you are: Mine Owner or Trader	
	Name of contact person	
	Telephone No.	
	Fax No.	
	E-mail id	
	Company Profile: Attach supporting documents such as company brochures etc.	Yes/No
	Solvency Certificate of Rs. 5 Cr. from the bank (Attached)	Yes/No
	Copies of Purchase orders in support of supplies	Attached/Not attached
	Copies of Performance Certificates(Attached)	Yes/No
	Document in support of handling Experience (Attached)	Attached/Not attached
	All terms and conditions specified in tender.	Accepted/Not Accepted
	In case bid submitted as Joint Venture/ Consortium Details of Joint Venture/Consortium Partner	

	Copy of Agreement (Attached)	Attached/Not attached
	Copy of Handling Experience Attached	Attached/Not attached
	Name of CEO	
	Telephone & Fax No. of CEO	
	Has the company been black listed / banned by any Government Undertaking/ Power Utility from participating in any tenders for supply of coal.	Yes/No
	Whether blacklisted / banned on the date of Application.	Yes/No
	Integrity Pact Attached/ attached	Yes/No

**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 foreign origin 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 \_\_\_\_\_ 2016 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 **“for selection of a *Back-up Supplier for supply of 8,000 MTs of Imported Coal to Malabar Cements, Kerala 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 hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents 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 enquiry floated by Malabar Cements** (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 deviation
- vi. Declaration for No multiple bid
- vii. Affidavit for not having been blacklisted
- viii. Trading Margin Bid
- ix. Integrity Pact as per format duly signed
- x. Declaration of Coal mine(s) (mentioning quality & quantity of coal available) outside India from where the bidder is intending to supply coal.

xi. We hereby submit our Bid and undertake to keep our Trading Margin Bid valid for a period of 90 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\_\_\_\_\_

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

**Tender No.: STC/KOCHI/COAL/2016-17/01-RE dated 15.10.2016**

To,  
STC, 4th Floor,  
K.S.H.B. Office Complex,  
Panampilly Nagar,  
Cochin-682036  
Kerala

Sub: Participation as backup supplier of STC in the Tender ***for supply of Imported Coal to Malabar Cements.***

Dear Sir,

We hereby certify that we will participate along with STC as the back-up supplier & the bid submitted by us is in total compliance of the terms of bid documents of STC and Ultimate Buyer and there will be no deviations whatsoever in our bid.

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

Date :

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

**Tender.No. STC/KOCHI/COAL/2016-17/01-RE dated 15.10.2016**

**INDEMNITY BOND**

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

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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 IMPORTED 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.

**PERFORMANCE GUARANTEE BOND**

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

**STC, 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, New Delhi, (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 US\$\_\_\_\_\_ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount demanded by the Buyers not exceeding the sum of US Dollars \_\_\_\_\_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 there to 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 US\$ \_\_\_\_\_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 New Delhi in India alone.

FOR -----  
BANK ACCEPTED

- N.B. (i) Conditional PBG will not be accepted.  
(ii) PBG to be furnished in US\$ (US DOLLARS) only.  
(iii) PBG in Indian Rupees will not be accepted.

## ANNEXURE VIII

### GENERAL TERMS AND CONDITIONS OF MALABAR CEMENTS, KERALA

#### I. SPECIFICATIONS:

##### CATEGORY I:

- i) GCV : 6300 K.cal/Kg Minimum(ADB)
- ii) Total Moisture : 12% Maximum (ARB)
- iii) Inherent Moisture : 6 % Max
- iv) Ash Content : 15% Maximum (ADB)
- v) Volatile Matter : 18-30% (ADB)
- vi) Total Sulphur(as Sulphur) : 1% Maximum(ADB)
- vii) Size of coal : 0-50 mm

##### CATEGORY II:

- i) GCV : 6000K.cal/Kg Minimum (ADB)
- ii) Total Moisture : 12% Maximum(ARB)
- iii) Inherent Moisture : 6 % Max
- iv) Ash Content : 18%Maximum (ADB)
- v) Volatile Matter : 18-30% (ADB)
- vi) Total Sulphur(as Sulphur) : 1%Maximum(ADB)
- vii) Size of coal : 0-50 mm

#### II. DELIVERY TERMS/SCHEDULE:

FOR WALAYAR BASIS: Two rakes shall be taken with a gap of 20 days between supplies.

#### III. PAYMENT TERMS

Payment within 30 days of the successful delivery as per the specifications mentioned above, survey report of the reputed international inspection agency at the destination and on receipt of payment from M/s.Malabar Cements Ltd.

-----X-----X-----



**Annexure - IX**

**Tender.No. STC/KOCHI/COAL/2016-17/01-RE dated 15.10.2016**

**Price bid**

To  
STC, 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 as back-up supplier of STC & **hereby quote as under our trade margin:**

Sl. No	Particulars	In Numerical	In words
1.	<b>Trade Margin in INR PER METRIC TON</b>		

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:- 90 days from the opening of bid.

Thanking You

For on the behalf of \_\_\_\_\_

Signature  
Name  
Designation  
Seal