



**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/2016-17/04 dated 23.12.2016

**SUPPLY OF 20,000 MT (+/-10%) OF IMPORTED COAL F.O.R.
WALAYAR BASIS TO M/S MALABAR CEMENTS LIMITED, KERALA**

**Notice Inviting Tender for selection of a *Back-up Supplier* for
supply of 20,000 MT (+/-10%) of Imported Coal to *M/s
Malabar Cements, Kerala***

Subject: Selection of Back-up Supplier for supply of 20,000 MT (+/-10%) of Imported Coal to M/s Malabar Cements, Kerala 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 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 20,000 MT (+/-10%) 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.

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

2. CATEGORIES OF BIDDERS FROM WHOM BIDS ARE SOLICITED:

- a. Coal Mine owners or their duly authorized firms.*
- b. Traders.*

3. PRE-QUALIFICATION CRITERIA OF APPLICANTS:

The suppliers of imported 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) Documents giving the proof of Mines Ownership OR year of establishment of the Trader as the case may be. In case the bidder is a trader, the firm should have done active business for the period of minimum one year.
- viii) If the tenderer is an authorized representative of a Mines Owner, they have to upload the documents authorizing them to quote on their behalf as per the Proforma available in Annexure-VIII.
- ix) In case the bidder is a Mines Owner OR the authorized representative of the Mines Owner, they should furnish Evidence of Sale of minimum 10,000 MT of coal by the Mines Owner during the previous financial year (01.04.2015 to 31.03.2016) duly attested by competent authority.

Trader who is submitting the bid, should also give proof of sale of minimum 10,000 MT of Coal or bulk minerals by the trader during the previous financial year (01.04.2015 to 31.03.2016)

In case of Mines Owners those who are established during the previous year, they shall upload the proof of having sold coal on prorata basis with reference to the mentioned quantity of 10000 MT per annum since commencement of the operation. This information is to be supported by date of commissioning attested by competent authority.

Certification authority can be either the head of organization or the authorized signatory of the organization from which authorized letter and license has been issued. If the certificate is issued by the competent authority of any country then attestation is not required. If the document is found to be invalid 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.

- x) In case the bidder is a Mines Owner, the tenderer should enclose the audited financial statements of the mines Owner for the last three financial years with schedules duly attested as a proof of their net worth not being less than 50% of their share capital.
- xi) 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.

- xii) 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.
- xiii) Tenderer has to give an undertaking that they are not involved in cases charged by vigilance and Anti-corruption bureau or similar entities in India or elsewhere or having tie up with firms, which involved in cases charged by vigilance and Anti-corruption bureau or similar entities in India or elsewhere as per Annexure IX
- xiv) 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.
- xv) The bidder should have a turnover of Rs.50 Crore or more in any of the last three financial years.
- xvi) 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.
- xvii) **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.

4. 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-X)
- b) The selection/decision of back up supplier shall be on the basis of highest trade margin offered by the eligible supplier.

5. 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) 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 undertaking (**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 submit a non-refundable document processing fees of Rs. 10,000/- in form of DD in favour of 'The STC of India Limited' payable at Kochi.
- (iv) The bidder shall provide the annual accounts for the last three financial years.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) The validity of the offer made by bidders shall be valid for 90 days from the date of opening of bid.
- (ix) 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.

- (x) Any bidder participating in the bid, implies that the bidder has accepted all terms and conditions of the bid.

- (xi) 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/-.

- (xii) 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 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 as instructed by STC.

6. 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. 2013-14, 2014-15 and 2015-16.
- iii. Copy of the income tax return filed in the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 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 Memorandum and Articles of Association of Company.
- vii. Copy of IE Code.
- 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, VAT/CST/Tin Number Certificate, Service Tax Registration no.
- xiii. Solvency certificate worth Rs.20 Crores.
- xiv. Signed copy of Tender as a token of acceptance of all the terms & conditions.

7. DATE FOR SUBMISSION OF BIDS.

The due date & time for submission of the Bids is **1200 hours on 04.01.2017.**

8. 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. Integrity Pact as per Annexure –I.

2. 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.
3. 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 3 & 6 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.

1. Pre-Qualification documents as indicated in clause 3 & 6 above.
2. Annexure-II
3. Annexure-III
4. Annexure-IV
5. Annexure-V
6. Annexure-VI
7. Annexure VII
8. Annexure VIII
9. Annexure IX

The 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. 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.tenders.gov.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 -8 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, www.eprocure.gov.in or 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 website using Class II / Class III Digital Signature Certificate.
- ii. 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.
- iii. 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.

9. 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

10. TECHNICAL SPECIFICATIONS OF THE COAL:

- 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

As regards to specifications of coal the sampling and analysis made by internationally reputed quality surveyors appointed by MCL at unloading point will be final and binding on both the parties.

Sampling analysis by internationally reputed Quality Surveyors appointed by MCL at Unloading Point i.e. Walayar Railway Siding is final and binding for levying penalty and payment purpose.

Tenderer shall clearly specify the country of origin in their offer and same shall not change for entire contract period of successful bidder.

COUNTRY OF ORIGIN:..... (To be filled in by the Tenderer)

11. PENALTY CLAUSE:

For calculation of penalty, the specification of coal indicated in the specifications in clause 10 (i to vii) will be the reference.

(i)GROSS CALORIFIC VALUE (GCV):

Pro rata adjustment for GCV (ADB) of the coal based on the report submitted by International Quality Surveyor will be calculated as follows:

Adjusted Price = Quoted price x GC V as per surveyor report GCV
Indicated in PO

Normally penalty will be imposed as per the above clause in case GCV on ADB falls below P O Specification & will be accepted up to 5800 Kcal/Kg. However, no upward revision in price will be allowed if GCV on ADB is above 6300 Kcal/Kg.

(ii). EXCESS ASH CONTENT

If the total Ash Content as per the analysis report submitted by quality surveyor exceeds the Tender/P.O Specification, the adjusted

weight of the consignment will be worked out as per the following formula:

Reduction in weight due to excess Ash Content

$$A = W \times (\text{Ash \% as per Surveyor report} - X)/100$$

Where 'W' is weight of consignment and 'X' is the Ash % as per tender/P.O. However no upward increase in quantity would be accepted in case the % of ash content is found below the specified level.

If the Ash content is above 18 % on ADB as per 3rd party quality surveyor inspection report, the lot will be summarily rejected.

(iii). TOTAL MOISTURE (AS RECEIVED BASIS)

If the total moisture as per the analysis report submitted by the quality surveyor exceeds the Tender/P.O Specification, the adjusted weight of the consignment will be worked out as per the following formula:

Reduction in weight due to excess Moisture:

$M = W \times (\text{Moisture \% as per Surveyor Report} - Y)/100$ Where 'W' is weight of consignment and 'Y' is the moisture % as per tender/P.O. However no upward increase in quantity would be accepted in case the total moisture is below the level as per Tender/P.O.

iv. INHERENT MOISTURE

If the total Inherent Moisture as per the analysis report submitted by quality surveyor exceeds the Tender/P.O Specification, the adjusted weight of the consignment will be worked out as per the following formula.

Reduction in weight due to excess Inherent Moisture:

$$I = W \times (\text{Inherent Moisture \% as per Surveyor Report} - Z)/100$$

Where 'W' is weight of consignment and 'Z' is the Inherent Moisture % as per tender/P.O. However no upward increase in quantity would be accepted in case the total Inherent Moisture is below the level as per Tender/P.O.

surveyor inspection report, the lot will be summarily rejected.
 If 'W' is weight of consignment as per MCL online weigher/RR weight (whichever is less), weight on account of Ash, Moisture and Inherent Moisture correction will be:

Weight (corrected)= 'W' - (A + M + I). No upward correction in weight 'W' will be allowed.

v. SIZE OF COAL:

If the size of coal exceeding 50mm size as per the analysis report submitted by quality surveyor is less than or equal to 5% of the rake qty, then penalty shall be at the rate Rs 8.67/MT for the actual quantity which exceeds 50mm size. In case the same is more than 5%, then the penalty shall be at the rate Rs 8.67/MT for the entire rake qty.

The penalty charges Rs8.67 per mt is based on the prevailing power tariff Rs 5.20 per KWhr. In case of any increase in power tariff by KSEB, then the penalty charges Rs 8.67 per MT shall be increased on pro rata basis.

For example:

Total quantity received	=	4000
MT		
Ash content as per 3rd party inspection report	=	16%
Moisture as per 3rd party inspection report	=	14%
Total Inherent Moisture as per 3rd party inspection report	=	7%
Size of coal exceeding 50 mm size	=	4%, 6%

Then,

Reduction in weight due to excess Ash Content:

$$A = 4000 \times \frac{16-15}{100} = 40 \text{ MT}$$

Reduction in weight due to excess Moisture:

$$M = 4000 \times \frac{14-12}{100} = 80 \text{ MT}$$

Reduction in weight due to excess Inherent Moisture:

$$I = 4000 \times \frac{7-6}{100} = 40 \text{ MT}$$

$$\text{Weight Corrected} = 4000 - (40+80+40) = 3840 \text{ MT} +$$

Penalty charges when size of coal exceeding 50 mm is 4.0%:

$$\text{QTY to be levied} : 4000 \times 4\% = 160 \text{ mt and penalty shall be Rs } 8.67 \times 160 = \text{Rs}1387.20$$

Penalty charges when size of coal exceeding 50 mm is 6%: and penalty shall be Rs 8.67 x 4000 =Rs34680.00

vi. REJECTION CLAUSE:

If the quality of coal supplied does not match with our specifications (except for GCV, ash content, inherent moisture and total moisture), we have the right to reject the entire quantity of coal. If GCV is below 5800 Kcal/Kg, ash content is more than 18% and inherent moisture is more than 8 %, such coal also will be rejected by us. In such cases the cost of coal including freight charges and other incidentals will not be paid. However in case of rejection, the unloading charges and all other incidental expenses incurred by MCL will be deducted from the contractor from the available amount pending with us.

If the material is rejected, it has to be taken back by the supplier within two weeks of intimation by fax/email/phone at their on cost and risk, after reimbursing all cost incurred by MCL for handling the same. Thereafter any claim in the form of material or payment will not be accepted. Hence in the interest of the tenderer, supply should be made only after ascertaining the quality. MCL will not be responsible for the rejection of materials due to poor quality.

12. CHARGEABLE WEIGHT:

a. BY ROAD TO MCL AT WALAYAR:

For material received by road, the supplied material will be weighed in a weighbridge installed at MCL and the weight actually received and recorded will be final and considered for both acceptance and payment.

Weight to be considered for purposes of payment shall be the weight mentioned in delivery challan/invoice weight or MCL weighbridge weight whichever is less will be considered for accounting and payment.

b. BY RAIL TO MCL AT WALAYAR:

M/s Malabar have installed an "inmotion rail weighbridge" in the Railway siding and the weight recorded by the inmotion rail weighbridge will be considered as final for acceptance.

Weight to be considered for purposes of payment shall be the RR weight or MCL weight on the inmotion rail weighbridge whichever is less.

If the destination weight is found to be more than the Invoice weight, the payment shall be restricted up to the Invoice weight. In case the destination weight is found to be less than the Invoice weight, the destination weight shall be final for the purpose of payment.

13. QUANTITY & DELIVERY:

1. Quantity : **20000 MT (+/- 10%) variation**
2. Delivery Schedule: **First two rakes with 15 days gap and subsequent rake monthly once.**

First rake to be supplied within 15 days from the date of LOI, tenderer has to confirm the same. In case, it cannot be supplied within 15 days from the date of LOI, the earliest supply period from the date of LOI may be indicated.

14. SAMPLING & ANALYSIS:

a. For Supply on FOR MCL Walayar basis (By Road) :

Sampling and analysis of COAL by Road will be made on daily basis. The quality of material supplied will be assessed by taking samples from each Truck which will report at MCL gate between 00.00 hrs to 24.00 hrs on a daily basis. The Contractor shall post his representative who shall be present at the time, the samples are drawn from each truck and a composite of the day is made. Sampling and analysis can also be witnessed by the representative.

However, if the contractor's representative is not available, collection of samples and analysis will be done in his absence.

If the material supplied by truck is rejected, the day average sample collected by MCL will also be analysed by the International Quality Surveyor appointed by MCL. In case of rejection, rejected material should be taken back within 15 days and further supplies to be resumed after quality is improved.

b. For Supply on FOR MCL Walayar basis (By Rail):

At unloading point (WALAYAR SIDING) the sampling and analysis shall be done by internationally reputed quality and quantity surveyor appointed by MCL and their result will be final and binding on both the parties. The supplier shall depute their representative to witness the weighment in inmotion rail weighbridge at MCL siding. If the representative of the supplier is not present, the weighment will be taken in the absence of the

supplier's representative and the results of such weighment will be final and binding on the supplier.

- I. Sampling and analysis of coal by Rail will be made on rake-to- rake basis.
- II. The acceptance/rejection and / or application of penalty clause will also be based on the analysis of rake-to-rake basis.

The Internationally reputed quality and quantity surveyor appointed by tenderer shall collect the samples and test the material prior to loading in to rakes from any place in India. At unloading point (WALAYAR SIDING, Palakkad, Kerala) the sampling and analysis shall be done by internationally reputed quality and quantity surveyor appointed by MCL and their result will be final and binding on both the parties .

Sample will be collected and composite sample will be prepared as per the standards. The composite sample of each consignment, drawn for the purpose of determination of analysis, shall be divided into five parts.

The first part of the composite sample shall be used by the International Quality Surveyor for determination of the analysis.

The second part of the composite sample shall be suitably packed and jointly sealed by the International Quality Surveyor and shall be treated as "REFEREE SAMPLE", which will be retained by MCL till the entire material of that consignment is consumed.

The third part of the composite samples shall be suitably packed and jointly sealed by International Quality Surveyor and retained by tenderer.

The fourth of the composite sample jointly sealed by International Quality Surveyor will be retained by MCL. Such samples will be kept in the MCL till annual accounts placed before the legislator considering the fact that MCL is being State Owned Enterprise.

The fifth part of the composite sample should be used by MCL for determination of analysis. If MCL analysis report is not matching with TPI report, then reference sample will be analysed by TPI jointly with MCL in tenderers presence if available in MCL lab, such joint report is binding on both the parties.

Sampling and analysis should be done by TPI. MCL Quality control officers will be present at their cost during the sampling process if required, similarly the bidder can send their representative at their cost.

15. PAYMENT TERMS:

- a) IN CASE OF SUPPLY BY ROAD/ RAIL: Tenderer shall raise bill for the quantity accepted as per the weigh bridge records (chargeable weight) of MCL. Payment for the supply will be made fortnightly by M/s Malabar Cements to STC against receipt of the bill, for the quantity accepted by MCL as per records of their Stores (Goods Receipt Note) subject to the quality of the material received and accepted by MCL as per the technical specifications mentioned in TECHNICAL & COMMERCIAL BID of the tender. M/s Malabar Cements shall release the payment to STC within 7 days after receipt of Quality analysis certificate against submission of bill. Payment shall be made to the bidder within three working days on receipt of payment from M/s Malabar Cements.

Statutory Levies

All applicable statutory levies like Royalty, Excise Duty, VAT, Service Tax, etc. as applicable should be indicated separately in the financial Bid Document (price quoted) otherwise the quoted rate will be considered as inclusive of all taxes and levies.

Royalty claim to be supported by documentary evidence.

Excise Duty/Service Tax claim to be supported by cenvat document.

PRESENTATION OF THE FOLLOWING DOCUMENTS WILL BE REQUIRED:

For proof of import: Original of the Bill of entry/ Bill of Lading /Certificate of origin of supplies made to the company/Load port/discharge port survey report on quality should be presented for verification and / or duly attested copies by a notary public in respect of Bill of entry, Bill of Lading, Certificate of Origin etc. in respect of supplies made to us shall be furnished along with the Invoice.

Besides, a survey report by the reputed inspection agency at the time of loading the cargo on truck/rake shall be provided to STC for onward submission to M/s Malabar Cements.

16. EARNEST MONEY DEPOSIT

- a) Tenderers are required to remit an Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakhs only) in the form of RTGS/NEFT.

- b) Earnest Money Deposit will be forfeited if the rates are enhanced from their quoted rate during the validity period or extended period, or the order is not executed after acceptance. EMD shall also stand forfeited in case the successful bidder fails to provide the rate immediately on request from STC. Tenders quoted without EMD will not be considered.
- c) If any Tenderer backs out after the Company has accepted his tender, it will be considered as default and the EMD will be forfeited by the Company by informing Tenderer as having done so.
- d) The Earnest Money Deposit will not bear any interest.

17. SECURITY DEPOSIT:

- a) Successful tenderer shall furnish an amount equivalent to 5% of the total value of contract.
- b) Security deposit in accordance with the conditions of the tender shall be furnished within 7 days of the award of contract.
- c) Security Deposit should be made in the form of Demand Draft drawn in favour of 'The STC of India Limited.' payable at Kochi or Bank Guarantee of the equal amount as per proforma of STC.
- d) In the event of any upward revision in the value of the contract arising on account of quantity increase in materials to be supplied, the successful tenderer should on receiving intimation from STC, increase the security deposit by such sum as specified by the company on the total revised value of the contract.
- e) The security deposit will not bear any interest. The company reserves the right to adjust security deposit towards any amount due to it from the successful tenderer and in such an event, the successful tenderer, on receipt of intimation from the company should make further deposit to restore the security deposit to the full amount.
- f) The Security Deposit shall be liable to be forfeited, should the successful tenderer either fail to deliver the supplies as per the delivery schedule.
- g) STC is empowered to deduct from the security deposit or any other outstanding amount or any sum that may be fixed by the company as being the amount of losses or damages suffered by it including production loss caused to the company due to non-supply or due to delay in performance or non-performance of any of the conditions of the tender/contract. In case the above sum is insufficient to meet the losses/ damages, STC will have the right to recover the loss/ damages from the assets of the supplier.
- h) STC shall have a lien on all or any money that may become due and payable to the suppliers under this contract or any other contract or transaction of any other nature either all alone or

jointly with other supplier and unless the supplier pays and clears the claim of the company immediately on demand, STC shall be entitled at all times to deduct the said sum or debt due by the supplier from any money/security deposit which may have become due or become payable to the supplier under this contract or any other contract or transaction whatsoever between the supplier and MCL, without prejudice and in addition to the other rights of the Company to recover the amount of any such claim by other remedies legally available.

- i) SD will be refunded only after performing the contract in full.

18. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHTS OF THE COMPANY:

STC reserves the right to cancel the contract if the quality of material delivered falls below the required specifications and also if the deliveries are not made in accordance with the delivery schedule, as indicated by in the tender. STC also reserve the right to forfeit the SD in the above case.

19. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY:

If the tenderer fails to supply the total ordered quantity within the stipulated period mentioned and as per the schedule under Clause of Commercial terms and conditions, and in the event of any extensions of the period without terminating the contract, he shall be liable to pay Liquidated Damages at 1/2% per week's delay subject to a maximum of 5% on the value of unexecuted portion of the supply. However, Liquidated Damages will be levied subject to standard force-majeure conditions as mentioned below without prejudice to terminate the contract by invoking Clause No 21 (Risk Purchase).

20. FORCE MAJEURE CONDITIONS:

If during the existence of the contract, either party is unable to perform in whole or in part any obligations under this contract due to conditions/circumstances outside the contracting parties' control such as (but not limited to) War, Hostility, Military Operation or Civil Commotion, Sabotage, Quarantine Restrictions, Acts of God and of Govt. (including but not restricted to prohibition of exports or imports), Fires, Flood, Explosions, Epidemics, Strikes and any other labour trouble, Embargoes, then the date of fulfilment of any obligations, engagements shall be postponed during the time such circumstances are operative. If operation of such circumstances exceeds three months, either party shall have the right to refuse further performance of the contract, in such case neither party shall have the right to claim eventual damages. The party, which is unable to fulfil its obligations under the present contract within 15 days of the occurrence of any of

the causes mentioned above, shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or concerned Governmental authorities in the country from where the goods are to be sold or that of the Buyer as the case may be shall be sufficient proof of the existence of the above circumstance and their duration. Non-availability of material and finance other than the conditions indicated above will not be an excuse to the Tenderer for not performing the obligations under this contract.

21. RISK PURCHASE:

In the event of termination of the contract by STC in whole or in part due to poor performance of the Tenderer, STC may terminate the contract at the risk and cost of the tenderer by issuing by a written communication on the tenderer or on its approved personnel. The contract can be terminated on such terms and in such manner as STC deems appropriate and STC may procure on such terms as required, supplies similar to those so terminated and the tenderer shall be liable to the STC for any excess costs for similar supplies. However, in case of part termination of contract by STC, the Tenderer shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

22. INSURANCE

The Tenderer shall take the necessary insurance for material up to destination in case of FOR Rates.

23. NO LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the TENDERER and STC that the STC is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the STC is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The TENDERER expressly agrees, acknowledges and understands that the STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the TENDERER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims

against the Govt. of India arising out of this tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this tender.

24. REQUEST FOR CLARIFICATION ON TENDER.

Any clarification desired by applicants must reach STC latest by 03.01.2017. Any request thereafter would not be entertained. Reply to clarifications would be posted on STC's website www.stclimited.co.in & www.eprocure.gov.in

25. 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.

26. 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.

27. SHORTLISTING OF BIDDER.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

I/We agree and accept the above terms and conditions of the Tender.

I / we have offered the material for movement by Rail/Road (please
'' (tick) whichever is applicable)

Date:

SIGNATURE OF THE TENDERER
WITH DATE AND SEAL
FULL ADDRESS:

PHONE NO.

MOBILE NO.

FAX/E-MAIL

INTEGRITY PACT

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

Tender. No. STC/KOCHI/COAL/2016-17/04 dated 23.12.2016

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 selection of a *Back-up Supplier for supply of 20,000 MT 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.

(For & On behalf of STC)

(Office Seal)
Seal)

Place :

Date :

Witness 1 :

Signature _____

Name _____

Address _____

Witness 2 :

Signature _____

Name _____

(For & on behalf of The Bidder/Contractor)

(Office

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

Sr. 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/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 wherever applicable	
9	Certified copy of Memorandum and Articles of Association wherever relevant	Attached/Not Attached
10	Copy of VAT Registration number/ Registration no as relevant to the country wherever applicable	Attached/Not Attached
11	Copy of PAN and Service Tax Registration	Attached/Not Attached
12	Price basis	FOR WALAYAR
13	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
14	Solvency Certificate of Rs. 20 Cr. from the bank (Attached)	Yes/No
15	Copy of audited financial statement with schedules as per the tender condition.	Attached/Not Attached
16	Mode of Transport (please tick)	By Road/ Rail
17	Copies of Purchase orders in support of supplies	Attached/Not attached
18	Copies of Performance Certificates(Attached)	Yes/No
19	Document in support of handling Experience (Attached)	Attached/Not attached
20	All terms and conditions specified in tender	Accepted/Not Accepted
21	Copy of Agreement (Attached)	Attached/Not attached
22	Has the company been black listed / banned by any Government Undertaking/ Power Utility from participating in any tenders for supply of coal.	Yes/No

23	Whether blacklisted / banned on the date of Application.	Yes/No
24	Integrity Pact Attached/ Not attached	Yes/No
25	IE Code Certificate	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 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 20,000 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 "Earnest Money Deposit" (EMD) to STC by RTGS once emerged successful in the said tender.

Date _____
Signature _____

Place _____
Name _____
Designation _____
Seal _____

Annexure – V

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

Tender No.: STC/KOCHI/COAL/2016-17/04 dated 23.12.2016

**To,
The STC of India Limited,
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

Annexure - VI

Tender.No. STC/KOCHI/COAL/2016-17/04 dated 23.12.2016

INDEMNITY BOND

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

THE INDEMNITY BOND EXECUTED ON THIS _____ DAY OF _____ DECEMBER 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 4TH FLOOR, K.S.H.B. OFFICE COMPLEX, PANAMPILLY NAGAER, COCHIN- 682036, 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 MCL (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 VII**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-VIII

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

Dear Sir,

Sub: Supply of Coal on FOR Walayar Basis- reg

Ref: 1.Tender No:

We, _____ (Miners Name) hereby
exclusively/non exclusively authorize _____,
(Firm Name) having Reg.No _____, in the following
address and Contact Person(Name) with contact No (country code, land
line, mobile No) :

ADDRESS:

Contact Person:

Contact Number;

to bid and supply Coal produced by us to The STC of India Limited,
Kochi

a) This is an Exclusive authorization Yes / No

(Please tick whichever is applicable)

Thanking you,

Your's faithfully,

SIGNATURE OF THE MANUFACTURER WITH DATE AND

SEAL FULL ADDRESS:

PHONE NO:

MOBILE NO:

FAX/E-MAIL

ANNEXURE IX

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

Dear Sir,

Sub: Supply of COAL on FOR Walayar Basis - reg

Ref: 1.Tender No:

We, _____ hereby declare we are not involved in cases charged by vigilance & Anti Corruption Bureau or similar entities in Inida or elsewhere or having tie up with firms which involved in cases charged by Vigilance & Anti Corruption Bureau or similar entities in India or elsewhere

Thanking you,

Your's faithfully,

Signature of The Tenderer With Date And Seal

Full address/phone no./mobile no./fax/e-mail

Annexure - X

Tender.No. STC/KOCHI/COAL/2016-17/04 dated 23.12.2016

Price bid

**To
The STC of India Limited,
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 (INR)	In words
1.	Trade Margin 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: 90 days from the date of opening of bid.

Thanking You

For on the behalf of _____

Signature
Name
Designation
Seal