



THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)
Unit No.1,2 & 3, 'A' Wing, Ground Floor,
Classique Centre Premises Co-op. Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road,
Paper Box Road, Andheri (E), Mumbai – 400 093
Website: www.stclimited.co.in, E-mail: mumbai@stclimited.co.in

Tender No. STC/MUM/COAL/2018-19/01 dated 22.04.2019

Notice Inviting Tender for selection of a *Back-up Supplier for participation in a tender* for supply of Bituminous/Sub-bituminous Indian Coal to Bharat Oman Refineries Limited (BORL) located at Bina, M.P.

Bid Closing at: 1100 Hours of 26.04.2019

Bid Opening at: 1130 Hours of 26.04.2019

Sub: Notice Inviting Tender for selection of a Back-up Supplier for participation in a tender for supply of Bituminous/Sub-bituminous Indian Coal to Bharat Oman Refineries Limited (BORL), Bina, M.P. 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 **Unit No.1,2 & 3, 'A' Wing, Ground Floor, Classique Centre Premises Co-op. Society Ltd., 26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road, Paper Box Road, Andheri (E), Mumbai – 400 093** (hereinafter called STC). STC of India Limited was set up in 1956 under the nodal Ministry of Commerce, Government of India. The company is engaged in international and domestic trading of commodities/products. STC has a strong nation-wide presence with offices covering all the major cities in India with deployment of highly skilled and experienced manpower across the country.

STC of India Limited hereby proposes to participate in the tender no. **BR.BINA.TENDER.2018-19/631 dated 23.03.2019** floated by M/s BORL, Bina supply of 70,000 MT (Call-on basis) of Bituminous/Sub-bituminous Indian Coal [hereby termed as '**end user(Buyer)**']. The proposed participation in the said tender will be with the assistance from a Backup Supplier strictly on back to back basis on same terms and conditions as prescribed per tender No.**BR.BINA.TENDER.2018-19/631 dated 23.03.2019** floated by '**end user (Buyer)**'. The tender no.BR.BINA.TENDER.2018-19/631 dtd. 23.03.2019 forms an integral part of STC tender no. STC/MUM/COAL/2018-19/01 dtd.22/04/2019

STC invites Trading Margin Bid regarding selection of Backup supplier of Bituminous/Sub-bituminous Indian Coal from prospective bidders who fulfil the eligibility criteria as mentioned below.

2. PRE-QUALIFICATION CRITERIA OF APPLICANTS:

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

- i) In case of Companies registered in India, Corporate identity number (CIN) to be furnished. For other firms in India, a certificate of Registration by a competent Governmental authority is required.
- ii) Address of the registered office.
- iii) TAX Registration number.
- iv) List of Directors
- v) List of associates company of the tenderer in India
- vi) Source and arrangements for continuous supply of coal.
- vii) Bidders shall be a Miner or Regular supplier of Indian Coal and should have supplied minimum 20,000 MT of coal to bonafide requirement users in any of the years during the last three financial years.
- viii) Documentary evidence for tie-ups, agreements, lease with mine holder for supplying coal shall be provided by the bidder along with the bid.
- ix) 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.

- x) 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.
- xi) If any document furnished is found to be invalid/bogus and false information is furnished at the time of technical evaluation the tenderer shall be disqualified. The EMD remitted by the tenderer shall be forfeited and shall not be refunded by STC and also tenderer shall not be eligible to participate in next two subsequent tenders.
- xii) The bidder should have a turnover of Rs.20 Crore or more in any of the last three financial years.
- xiii) The prospective supplier shall 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 prospective supplier shall have to submit an Undertaking on a Rs.100/- Non-judicial Stamp Paper duly notarized by Notary Public (as per Annex-III)** to the effect that the Prospective Supplier is not debarred/black listed by any Govt. Department/Undertaking as on date at the time of submission of bids as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- xiv) **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 Global tender enquiry of Bituminous/Sub-bituminous Indian Coal by '**end user (Buyer)**' by quoting a trade margin they are agreeable to give to STC. **(Annex-VIII)**
- 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 electronically through the e-procurement Portal of NIC (eprocure.gov.in/eprocure). Additionally, technical bid in physical form also to be dropped in tender box available in our office premises.

- (i) Tender submission is in 2 bid system. Bid-I is meant for Techno- Commercial Bid and Bid-II is for Price bid.
- (ii) In the Techno-Commercial bid, Technical specifications of the material offered and the Commercial terms should be given with supporting documents as per the requirements cited in the tender document of BORL. Only the price is to be quoted in the Pricebid.
- (iii) Tender document is to be submitted by the Authorized Signatory of the firm.
- (iv) The bidder should furnish along with the tender an undertaking regarding unconditional acceptance of all terms and conditions of the tender. The bidder has to submit an undertaking that they or any of their sister concern/subsidiary/JV concern/subsidiary/JV shall not participate in the Tender No. **BR.BINA.TENDER.2018-19/631 dated 23.03.2019** directly or in conjunction with any other bidder in any other name.

- (v) The bidder shall give a Undertaking (**Annex-IV**) accepting all the terms and conditions of the tender floated by 'end user (Buyer)' and in case STC emerges successful, the selected bidder shall, on a back to back basis, deliver the coal to 'end user (Buyer)' in the manner required without any financial involvement on the part of STC.
- (vi) The Bidder to submit an Earnest Money Deposit of Rs.5,00,000 (Indian Rupees Five Lakhs Only) to STC.
- (vii) STC shall release payment to bidder only up to the extent received from the 'end user (Buyer)' after deduction of all expenses (if any) and STC's trade margin.
- (viii) STC will not be responsible for delayed payment by the 'end user (Buyer)' and no claim for interest due to delay in payment by 'end user (Buyer)' will be entertained by STC.
- (ix) The 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.
- (x) STC shall be indemnified by supplier from any losses which includes but not limited to expenses, liabilities, claims including statutory claims and any other claims/liability on STC arising out of the claims received from Railways, Customs, Taxation including GST liability, entry tax and other taxes, if any levied, etc. and the same shall be deducted from the suppliers during the currency of contract and later anytime. Any such liability on STC would be to the account of supplier and would be recovered from their due payments.
- (xi) 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.
- (xii) The validity of the offer made by bidders shall be valid for 90 days from the opening date of Part I Bid.
- (xiii) The above terms and conditions shall have to be accepted by the Bidder in totality and the bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- (xiv) Any bidder participating in the bid, implies that the bidder has accepted all terms and conditions of the bid.
- (xv) 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 BORL, Bina. 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/-.
- (xvi) STC reserves the right to accept or reject any Offer or all the Offers without assigning any reasons thereof. STC also reserves the right not to order any quantity against this tender or participate in the tender no. **BR.BINA.TENDER.2018-19/631 dated 23.03.2019** of M/s BORL, Bina. STC's decision in this regard shall be final and

binding to all the bidders.

(xvii) 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 BORL, Bina 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/PBG in lines with the tender floated by 'end (user buyer)' /as instructed by STC.

5. DOCUMENTS REQUIRED:

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

- i. Corporate Identity Number (CIN).
- ii. Audited Balance Sheet and Profit & Loss Statement of the Company for the last three financial years i.e. 2015-16 and 2016-17 and 2017-18.
- iii. Copy of the income tax return filed in the last 3 financial years i.e. 2015-16 and 2016-17 and 2017-18 should also be provided.
- iv. Copy of the Performance certificates in support of the Supplies made.
- v. Copy of Purchase Orders in support of the Supplies.
- vi. Copy of IE Code.
- vii. Copy of Memorandum and Articles of Association of Company.
- viii. List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- ix. Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- x. Signature of Partners/Directors/Proprietors duly attested by the bank.
- xi. Report from credit rating agencies such as DNB, Moody's etc which should not be more than one year old, with rating which is at least fair and above.
- xii. Copy of PAN, GST/Tin Number Certificate, Service Tax Registration no.
- xiii. Solvency certificate worth Rs.20 Crores.
- xiv. Signed copy of Tender as a token of acceptance of all the terms & conditions.

6. DATE FOR SUBMISSION OF BIDS.

The due date & time for submission of the Bids is **11:00 hours on 26.04.2019.**

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

Bids against this tender shall be received as explained below. The bids will be received electronically through the e-procurement Portal of NIC (eprocure.gov.in/e-procure) and also Originals in physical form which is to be dropped in tender box available in our office before closing date and time of Price bid submission.

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. Earnest Money Deposit (EMD) 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-VIII**).
 - Pre-qualification documents as indicated in clause 2 & 5 above.
 - Annexure-II
 - Annexure-III
 - Annexure-IV
 - Annexure-V
 - Annexure- VI
 - Annexure VII

Part –II Submission of bids Documents electronically:

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

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

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

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

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

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

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

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

- i. For submission of bids, bidders are required to get themselves registered with eprocure.gov.in website using Class II / Class III Digital Signature Certificate.
- ii. 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.

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

9. TECHNICAL SPECIFICATIONS

SL	Parameter	Unit	Basis (*)	Specification
1	Total moisture	%	ARB	12 Max
2	Ash	%	ADB	32 Max
3	Volatile matter	%	ADB	30 Max
4	Fixed carbon	%	ADB	30 Min
5	Sulphur	%	ADB	1 Max
6	Carbon	%	ADB	40 Min
7	Hydrogen	%	ADB	4 Max
8	Oxygen	%	ADB	10 Max
9	Nitrogen	%	ADB	2 Max
10	GCV	Kcal/Kg	ARB	3800-4200
11	Size	Mm	%	0-100
12	Initial Deformation Temp.	Deg C	-	1200 Min
13	HGI	-	-	45 Min

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

10. **TOLERANCE AND LIQUIDATED DAMAGES:**

SL	Particulars	Liquidated damages payable
1	For Sulphur (ADB) greater than 1%	1.00% of basic material price for every 0.05 % increase in Sulphur content above 1% fraction prorated.
2	For Ash (ADB) greater than 32 %	1.00% of basic material price for every 0.10 % increase in Ash content above 32% fraction prorated.
3	For Total Moisture (ARB) greater than 12%	1.00% of basic material price for every 0.10 % increase in Moisture content above 12 % fraction prorated
4	For GCV Kcal/Kg (ARB) lower than 3800	1.00% of basic material price for every 20 KCal/Kg decrease in GCV content below 3800 Kcal/Kg fraction prorated.
5	For fixed carbon less than 30%	1.00% of basic material price for every 0.10 % decrease in fixed carbon below 30 % fraction prorated
6	for Initial deformation temperature less than 1200 Deg C	1.00% of basic material price for every 10 Deg C decrease in IDT below 1200 Deg C fraction prorated
7	For VM greater than 30 %	1.00% of basic material price for every 0.10 % increase in VM content above 30% fraction prorated.

Note: All Liquidated Damages are mutually exclusive and shall be applicable for each criterion mentioned above.

11. **SCOPE OF WORK:**

Supply of Coal at BORL Refinery Site as per technical specifications mentioned in the tender document which includes arranging transportation of Coal from Ex-Mine/Gowdown to Railway siding, handling, storage, arranging Railway rakes, loading, transportation and delivery at Refinery siding (Siding code –BRSM) located at BORL, Bina, District Sagar, Madhya Pradesh. All activities for clearing and forwarding of the consignments like coordination with Railways and any statutory authorities shall also be part of scope of Supplier. All liasoning, coordination at despatch siding, or any other statutory agency(ies), Railways, Handling agents etc. shall also be on the part of Supplier. The Supplier should obtain all necessary and related statutory clearances applicable from time to time for supply of Coal against this tender enquiry from the concerned statutory authorities.

12. **PRICE**

To be quoted on FOR, Bina (BORL Siding) by Rail (in Indian Rupees) as per SOR Rate Format of BORL.

13. QUANTITY & DELIVERY

Quantity: 70,000 MT (Call-On Basis).

Delivery Period: As per Clause 6 of Special Purchase Condition (SPC) mentioned in BORL Tender.

14. VALIDITY:

The offer shall be valid for a period of 90 days from the opening date of the Part I bid.

15. DETERMINATION OF QUALITY:

As per Clause 8 & 9 of Special Purchase Condition (SPC) mentioned in BORL Tender.

16. PAYMENT:

- A. Following payment shall be made within 30 days to STC by BORL after receipt of material with invoice at STC along with other documents and subsequent certification by BORL Engineer- In-Charge as per the terms and conditions defined in the tender document.
- (i) 80% basic amount of Coal (excl. taxes and Railway Freight).
 - (ii) 100% taxes and duties applicable on coal
 - (iii) 100% Railway Freight as per Railway Receipt (excluding penalty/punitive charges). However, GST on Railway Freight shall be reimbursed only against original Railway Receipt and Original certificate issued by Indian Railways.
- B. Balance payment i.e. 20% basic amount of coal shall be made within 30 days after obtaining and acceptance of quality report (rake sampling at supplier's loading point) from independent Assayer nominated by BORL. Payment shall be made on the coal quantity received at BORL site.

On receipt of the above documents from the successful bidder, STC shall submit the documents to BORL and on receipt of payment, STC shall transfer payment to the successful bidder within three working days after adjustment of trade margin and any other dues.

17. EMD & SECURITY DEPOSIT:

EMD amount of Rs.5,00,000/- to be submitted through RTGS/NEFT to STC. The bank details are given below for NEFT / RTGS. No interest shall be payable by STC on EMD amount. Scanned copy of the NEFT/RTGS shall be uploaded in the e-tender website.

INDUSIND BANK LTD.
OPERA HOUSE BRANCH,
INDUSIND HOUSE 425,
DADASAHEB BHADKAMKAR MARG,
MUMBAI 400 004.
A/C NO. 200999555639
IFS CODE NO. INDB0000001
SWIFT CODE : INDBINBBB00

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

Successful bidder has to furnish a Performance Bank Guarantee worth **INR 25,00,000/-** (INR Twenty-Five Lakhs only) valid for a minimum period of 12 (Twelve) months plus 03 months claim period from date of placement of order. CPG shall be deposited within 15 days of receipt of the LOA / PO from STC as per format given in **Annexure VII**. If the Performance Guarantee is not submitted within the time allowed as per terms and conditions, the EMD BG shall be encashed by STC without any further reference to the tenderer and forfeited.

EMD of unsuccessful bidders shall be returned on finalization of the tender without bearing any interest on it.

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

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

18. INTEGRITY PACT:

Interested Bidder(s) will be required to enter into an Integrity Pact with STC as per prescribed format that may be collected from STC or may be downloaded from STC website link, <http://stc.gov.in/corporate-commitments/integrity-pact.aspx>. Only those Bidders who sign an Integrity Pact with STC in the prescribed format and submit the same along with other tender documents, shall qualify to participate in the tender process. The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitor (IEM) appointed by STC for this purpose, namely, Mr. Kaushlesh K Sinha whose contact details are provided in the tender document.

19. FORCE MAJEURE CLAUSE

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

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

20. TRANSFER & SUBLETTING:

The supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly. The supplier shall be entirely responsible for the execution of the contract.

21. REQUEST FOR CLARIFICATION ON TENDER.

Any clarification desired by applicants must reach STC latest by **25.04.2019 1100 hrs.** Any request thereafter would not be entertained.

22. 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.

23. NO LIABILITY/OBLIGATION OF GOVT. OF INDIA

It is expressly understood and agreed by and between the Seller and STC that 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 right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.

24. SHORTLISTING OF BIDDER.

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

25. 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.

26. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.

27. JURISDICTION

The courts and tribunals at Mumbai 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.

In case of change in the address of the bidder, the same to be communicated to STC till the validity of contract vis a vis or till the execution of the contract.

28. CANCELLATION OF CONTRACT

If the prospective bidder/seller fails to deliver the goods with in specified delivery period for reasons other than Force Majeure, the STC shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee amount. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

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.

X

X

INTEGRITY PACT

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

Tender. No. STC/MUM/COAL/2018-19/01 dated 22.04.2019.

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 at Unit No.1,2 & 3, 'A' Wing, Ground Floor, Classique Centre Premises Co-op. Society Ltd., 26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road, Paper Box Road, Andheri (E), Mumbai – 400 093 **hereinafter referred to as 'STC'**

And

....., a company registered under and having its registered office at, hereinafter referred to as **'The Bidder/Contractor'**

Preamble

STC is an international trading company dealing in purchase, sale, export and import / of various commodities.

STC has invited **tender for selection of a Back-up Supplier for participation in a tender for supply of Bituminous/Sub-bituminous India Coal to M/s BORL, Bina** and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors.

In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

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

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and

reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. STC will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder/Contractor

(1). The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if STC has substantive suspicion in this regard, STC will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- (4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, STC.

Section 10 – Other provisions

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

Registered Office of STC. i.e. New Delhi.

- (2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

Name and Address

Witness 1:

Name and Address

BIDDER'S PARTICULARS:

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

Sl. No.	PARTICULARS	DETAILS
1	Name and address of Supplier	
2	Year of Establishment	
3	Tel. No., Fax and email id	
4	Category of the Bidder	Trader/Authorized firm /Mines Owner
5	Country of Origin of the Coal	
6	Acceptance of Technical Specification	
7	Quantity Offered	
8	Delivery Schedule of the Offered Quantity	
9	Acceptance of Payment Terms with an Undertaking on Letter Head	
10	Acceptance to Submit EMD	
11	Acceptance to submit Tender Document Fee	
12	Acceptance to submit PBG	
13	Declaration (ITR) regarding Income Tax (last three years)	
14	Validity of Offer	
15	Authorization for signatory	Attached/Not attached
16	Copy of the partnership deed/agreement duly attested by the notary public wherever applicable	Attached/Not attached
17	Corporate identity number (CIN)/ Company Registration Number as the case may be.	Attached/Not attached
18	Name and Address of the Members of the present Board of Directors	
19	Board Resolution/Letter from partners authorising all or any one of the Director/Partners to sign the documents.	Attached/Not attached
20	Certified copy of Memorandum and Articles of Association wherever relevant	Attached/Not attached
21	Copy of GST Registration number/ Registration no as relevant to the country wherever applicable	Attached/Not attached
22	Self-Attested copy of Copy of PAN	Attached/Not attached
23	Price basis	FOR BORL (Bina Siding)
24	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	Attached/Not attached

	competent authority of the respective country.	
25	Solvency Certificate of Rs.20 Cr. from the bank	Attached/Not attached
26	Copy of audited financial statement with schedules as per the tender condition (P&L and Balance Sheet) for last 3 years.	Attached/Not attached
27	Copy of Latest Credit Rating Report (DnB, Moody's) not more than one year old.	Attached/Not attached
28	Self-attested Copies of Purchase orders in support of supplies	Attached/Not attached
29	Self-attested Copies of Performance Certificates	Attached/Not attached
30	Document in support of handling Experience (Attached)	Attached/Not attached
31	All terms and conditions specified in tender.	Accepted/Not Accepted
32	Has the company been black listed/banned by any Government Undertaking/ Power Utility from participating in any tenders for supply of coal, if no declaration to be provided	Yes/No
33	Whether blacklisted / banned on the date of Application.	Yes/No
34	IE Code Certificate	Attached/Not attached
35	Integrity Pact	Attached/Not attached
36	Copy of GST Registration particulars	Attached/Not attached
37	Agreed to submit Load Port Sampling & Analysis Report before dispatching the Cargo	

Certified that the above information is true

Dated:

Signatures:

Name & Designation

Place Company Seal

Affidavit

(To be furnished by Bidders on a Stamp Paper of Rs.100/- duly notarised)

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/Ulimate Buyer & ready to submit BG/EMD/Security amount/Bid Bond to STC on back to back basis.

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

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

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

DEPONENT

Verification: Verified at _____ on day of _____ 2019 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 on a Stamp Paper of Rs.100/-)

We hereby submit Trading Margin Bids and if qualified and selected by STC, we unconditionally agree to become the backup supplier for STC for "**Tender for selection of a Back-up Supplier for participation in a tender for supply of Bituminous/Sub-bituminous Indian Coal to BORL, Bina, M.P. as outlined in bidding documents of The S.T.C. of India Limited.**"

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

We have carefully gone through the terms and conditions of STC Tender No. **STC/MUM/COAL/2018-19/01 dated 22/04/2019 and BORL Tender No. BR.BINA.TENDER.2018-19/631 dated 23.03.2019** and understood the same and hereby agree to abide by the same without any reservation.

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

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

We hereby also confirm that we or any of its sister concern/subsidiary/JV shall not participate in the Tender No. BR.BINA.TENDER.2018-19/631 dated 23.03.2019 (for which we are bidding as backup supplier) directly or in conjunction with any other bidder in any other name.

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

- i. Signed copy of the original Bid Document as token of acceptance of the terms including Specifications of imported coal and Pricing methodology laid down therein.
- ii. Certificates from End-User for Supplies of Quantities
- iii. Certificate from End-User for Handling of bulk commodities
- iv. Certificate from Associate for Handling (if applicable)
- v. Declaration for No multiple bid
- vi. Affidavit for not having been blacklisted
- vii. Trading Margin Bid
- viii. Integrity Pact as per format duly signed
- ix. Declaration of Coal mine(s) (mentioning quality & quantity of coal available) outside India from where the bidder is intending to supply coal.
- x. We hereby submit our Bid and undertake to keep our Trading Margin Bid valid for a period of 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_____

ANNEXURE V

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

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

Section	Item No.	Clause No.	Deviation

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

Company Seal

Signature
Name
Designation
Company

Date

Annexure - VI

Tender No. STC/MUM/COAL/2018-19/01 dated 22/04/2019.

INDEMNITY BOND

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

THE INDEMNITY BOND EXECUTED ON THIS _____ DAY OF _____ APRIL, 2019 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 UNIT NO.1,2 & 3, 'A' WING, GROUND FLOOR, CLASSIQUE CENTRE PREMISES CO-OP. SOCIETY LTD., 26, MAHAL INDUSTRIAL ESTATE, OPP. SBI, OFF MAHAKALI CAVES ROAD, PAPER BOX ROAD, ANDHERI (E), MUMBAI - 400 093, HENCEFORTH CALLED 'SECOND PARTY'

WHEREAS SECOND PARTY HAS AGREED TO PARTICIPATE IN THE TRADING MARGIN BID REGARDING SELECTION OF BACKUP SUPPLIER OF INDIAN COAL WHO FULFIL THE ELIGIBILITY CRITERIA AS PER THE TENDER NO **BR.BINA.TENDER.2018-19/631 dated 23.03.2019.**

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 HINDUSTAN NEWSPRINT LIMITED (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 Nationalised Bank having Branch office in Mumbai (India)
on stamp paper of Rs.100/-)

**The STC of India Limited,
Unit No.1,2 & 3, 'A' Wing, Ground Floor,
Classique Centre Premises Co-op. Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road,
Paper Box Road, Andheri (E), Mumbai – 400 093**

1. Against LOI/Contract No._____Dated _____(hereinafter called said LOI/Contract) entered into between The State Trading Corporation of India Limited, Mumbai, (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 and Plus 03 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 Mumbai 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

Tender No. STC/MUM/COAL/2018-19/01 dated 22/04/2019.

(Price Bid)

**To,
The STC of India Limited,
Unit No.1,2 & 3, 'A' Wing, Ground Floor,
Classique Centre Premises Co-op. Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road,
Paper Box Road, Andheri (E), Mumbai – 400 093**

Dear Sir,

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


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

1. Above Trade margin is exclusive of any taxes/duties applicable
2. We undertake to comply with all the terms and conditions of the tender and do confirm no deviation from the same.
3. Validity of offer: 90 days from the opening of Part I of the bid.

Thanking You

For on the behalf of _____

Signature
Name
Designation
Seal

	SUPPLY OF INDIAN COAL	TENDER DOCUMENT No-BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

28.03.2019

AMENDMENT-01

JOB: Supply of Indian Coal to Bharat Oman Refineries Limited located at Bina, District- Sagar, Madhya Pradesh, India


Bidders are advised to take into account the following amendment before submission of their bids against this tender. This Amendment will form integral part of tender and bidder shall submit the duly signed and stamped copy of Amendment -01 along with their Techno-commercial un-priced (Part-I) bid.

SL	Reference	Existing clause	As per Amendment – 01
1	Bid due date	08-April-2019: 3PM	The bid due date has been extended upto <u>30-April-2019: 4 PM</u>

All other terms and conditions shall be as per the tender document.

Yours truly,
For and on behalf of
Bharat Oman Refineries Ltd

S/d
Prabhat Bhargava
Head-Commercial

 BHARAT OMAN REFINERIES LIMITED	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		



BHARAT OMAN
REFINERIES LIMITED

Subject: Supply of Bituminous / Sub-bituminous Indian Coal to Bharat Oman Refineries Limited located at Bina, District- Sagar, Madhya Pradesh, India.

Tender Ref No & Date:


BR. BINA.TENDER. 2018-19/631 dated 23-March-2019

Due Date / Time for submission of Offer:

08-April-2019 / 15:00 Hrs. (IST)

Pre-Bid Meeting:

01-April-2019 / 11:30 AM - 12:30 AM (IST)

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

NOTICE/ LETTER INVITING BID

Date: 23.03.2019

To,

SUBJECT: - SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL

Dear Sir,

Bharat Oman Refineries Ltd (BORL) is a Joint venture company of Bharat Petroleum Corporation Ltd., and Oman Oil Company S.A.O.C., Oman.

Bharat Petroleum Corporation Ltd is a 'Maharatna' Public Sector Unit of Government of India and a Fortune 500 company with upstream, midstream and downstream presence in the oil & gas sector. Oman Oil Company S.A.O.C., Oman is wholly owned by the Sultanate of Oman.


BORL is operating a crude oil refinery at Bina, Dist.- Sagar Madhya Pradesh, India-470124. Other than Refinery located at Bina, there is a Single Point Mooring (SPM) and Crude Oil Terminal located at Vadinar, a 935 KM (approx.) long cross country pipeline across Gujarat and Madhya Pradesh to transport crude to Bina, a marketing terminal at Bina (Bina Despatch Terminal) for dispatching end products.

BORL has requirement of approximately 70,000 MT Bituminous / sub bituminous Indian Coal (hereinafter called as Coal) on CALL-ON basis for a period of one year.

BORL invites sealed bids in two-part as per details given below.

1. BRIEF SCOPE OF WORK:

Supply of Coal at BORL Refinery Site as per technical specifications mentioned in the tender document which includes arranging transportation of Coal from Ex-Mine/Gowdown to Railway siding, handling, storage, arranging Railway rakes, loading, transportation and delivery at Refinery siding (Siding code –BRSM) located at BORL, Bina, District Sagar, Madhya Pradesh. All activities for clearing and forwarding of the consignments like coordination with Railways and any statutory authorities shall also be part of scope of Supplier. All liasoning, coordination at despatch siding, or any other statutory agency(ies), Railways, Handling agents etc. shall also be on the part of Supplier. The Supplier should obtain all necessary and related statutory clearances applicable from time to time for supply of Coal against this tender enquiry from the concerned statutory authorities.

 BHARAT OMAN REFINERIES LIMITED	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

2. SALIENT FEATURES OF BIDDING DOCUMENT:

- 2.1 Earnest Money Deposit (EMD) :- INR 5,00,000/- (Indian Rupees Five Lakhs only)
- 2.2 Last Date and Time for Submission of offer :- **08-April-2019 at 15:00 HRS (IST)**
- 2.3 Contract Period :- One Year from the date of PO/LOA
- 2.4 Tentative qty. for supply :- 70,000 MT ON "CALL ON" BASIS
- 2.5 Address for Communication with BORL :- (1) Head (Commercial)
Bharat Oman Refineries Limited,
Administrative Building
Post BORL Residential Complex
Bina, District – Sagar
Madhya Pradesh - 470124
Kind Attention: Mr. Prabhat Bhargava


E-mail: Prabhat.bhargava@borl.co.in
Phone No. 07580-226192
- (2) Sr. Manager (Commercial)
Bharat Oman Refineries Limited,
Administrative Building
Post BORL Residential Complex
Bina, District – Sagar
Madhya Pradesh - 470124
Kind Attention: Mr. Durgendra Sharma

E-mail: durgendra.sharma@borl.co.in
Phone No. 07580-226165
- 2.6 Pre-Bid Meeting :- 01.04.2019
- 2.7 Venue for Pre-Bid Meeting :- Bharat Oman Refineries Limited,
Administrative Building
Post BORL Residential Complex
Bina, District – Sagar
Madhya Pradesh - 470124
3. Validity of the bid :- Four months from the due date of tender.

4. EARNEST MONEY DEPOSIT (EMD):

EMD can be submitted through NEFT/ RTGS to Bharat Oman Refineries Limited. The BORL Bina bank details are given below for NEFT / RTGS. No interest shall be payable by BORL on EMD amount. Scanned copy of the NEFT/RTGS shall be uploaded in the e-tender website.

BHARAT OMAN REFINERIES LIMITED
STATE BANK OF INDIA
SARVODAYA CHAURAHA
BINA, DIST. SAGAR (MP) - 470113
MICR CODE: - 470002101
ACCOUNT NO: - 32182313019
IFS CODE: - SBIN0001427

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

EMD can also be submitted in the form of "Demand Draft" in favour of "Bharat Oman Refineries Limited" Payable at Bina, MP or "Bank Guarantee" (BG) format attached, to be submitted against EMD amount of Rs 5,00,000/- (INR FIVE LAKHS ONLY) along with the Bid. BG shall be valid period of Six Months from tender due date. No interest shall be payable by BORL on EMD amount. Scanned copy of the BG/DD shall be uploaded in the e-tender website.

Original copy of the BG/DD shall be sent through courier at following address and should reach latest by 4 days beyond bid due date.

TENDER REFERENCE NO: BR. BINA.TENDER. 2018-19/631

JOB: "SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL "

Mr. Durgendra Kumar Sharma -SM (Commercial) /
 Mr. G Anurup- Deputy Manager (Commercial),
 Commercial Department,
 Bharat Oman Refineries Limited,
 Village & PO – Agasod, Bina,
 District – Sagar,
 Madhya Pradesh – 470124

Bid without EMD shall be rejected and shall not be considered for evaluation.

5. Instructions in bidding documents should be strictly followed. No deviation should be stipulated in Price Part of the Bid. Any condition, mentioned in Price bid by the bidder, shall be treated as null and void and the bid shall be liable for rejection.
6. Bidders shall note that price changes against Technical / Commercial clarifications, in line with terms and conditions of Bidding Documents are not allowed, unless otherwise specifically asked for by the Owner. In case, any bidder gives unsolicited revised price/ price implications against such clarifications, their bid(s) shall be liable for rejection.
7. Bids completed in all respect should be submitted through e-tender website of BORL on or before the Tender Due Date and Time. No extension in the Tender Due Date and Time shall be considered on account of delay in bid submission by bidders. Bids submitted through Courier/Post/Fax / E-mail/ any mode other than e-tender website shall be out rightly rejected.
8. The Bidding Document is non-transferable.
9. BORL reserves the right to assess Bidder's capability, reliability for the above item to BORL's full satisfaction. BORL also reserves the right to reject or accept quotation without assigning any reason thereof.
10. Bidder(s) shall clearly indicate the methodology for supplying Coal to BORL. In case, Bidder(s) wish to have back to back arrangement with third party supplier for supply of Coal, they should clearly indicate their mark-up price over and above the price of the third party supplier in the SOR format attached with this tender document. However, it will be sole responsibility of Bidder to liaison with the third party supplier to fulfill all the required formalities, delivery schedules, quality & quantity commitments & other terms and condition as per the tender issued by BORL and BORL will have no onus on the third party supplier selected by the Bidder.
11. Bidders are requested to go through the following documents related to this tender document:
 - a) Instruction to Bidders
 - b) Commercial Questionnaire
 - c) Technical Specification
 - d) Special Purchase Condition



SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN
COAL

TENDER DOCUMENT No-
BR.BINA.TENDER.2018-19/631

ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY

- e) Schedule of Rate
- f) General Purchase Condition


Thanking you

Yours faithfully

**For & on behalf of,
Bharat Oman Refineries Limited**

S/d

**Prabhat Bhargava
Head-Commercial**

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION:

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

2. BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM:

Bidding Document

The Bidding Document should be submitted after duly signed and stamped in each page.

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

Transfer of Bidding Document is not permissible.

Clarification Requests by Bidder

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

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

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

Amendment of Bidding Document

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

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


Confidentiality of Document

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

3. PREPARATION OF BIDS:

Site Visit

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

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

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

Cost of Bidding

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

Arrangement of Bid

The bid shall be neatly arranged. It should not contain any terms and conditions, which are not applicable to the bid.

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

4. UNSOLICITED POST TENDER MODIFICATION:


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

5. E-bids are invited in total compliance to technical specifications, scope and terms & conditions of enquiry documents/attachments.

Details of the tender can be downloaded from following website.

<https://etender.borl.in> -> vendor login.

- All prospective bidders are requested to enroll onto our e-tendering platform <https://etender.borl.in>.
- Upon logging in to the e-procurement website, bidders can download the bid documents and shall thoroughly go through the same. All documents required for the bid, shall be duly signed and sealed and uploaded on the appropriate place in the E-Procurement portal.
- Bidders shall submit their bids through e-tendering website only.
- Bidders are advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above Mentioned e-tendering site) and get conversant with the process of online submission of the tenders well in time so as to submit tenders by the due date. In case of any query regarding e-tendering, please contact out helpline Nos. 07940016865 / 6868.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

- Bidding instructions are also attached along with the tender document for reference and guidance.
- Bidder shall submit their offer within the bid due date, no extension in the bid due date and time shall be considered on account of delay in submitting of quotation.
- Please contact the following for any query
Mr. Durgendra K Sharma, Senior Manager (Commercial), or Mr. G Anurup (DM-Commercial), Contact No. +91 7580 276068 in case any clarification is required.


6. The E-Bid should be prepared by the Bidder and shall be submitted in two parts viz PART- I & PART- II.

a) PART – I comprising of the following documents: -

- i. Techno-commercial/ Un-priced Bid (Original)
- ii. All documents should be signed/ stamped on all pages with other supporting documents and should be uploaded in attached format. Bidder to submit un-price copy of SOR (Schedule of Rates) with an indication as “Quoted” or “Not Quoted” against each item. Bidder should not indicate prices in the un-priced bid.
- iii. Bidders are requested to resolve all their clarifications / queries to the bidding document on or before due date for submission of bid. Deviation on other clauses should also be avoided. However, if felt absolutely necessary should be furnished in the techno-commercial bid (and not in Bidding Document or price bid) as per FORM-E1 (Exception and Deviations Sheet). If no deviations are stipulated, please mark "NIL DEVIATIONS" across the FORM-E1 (Exception and Deviations Sheet).

b) PART – II comprising of the following documents: -

- i. Priced Bid: Price Bid shall consist of Schedule of Rates duly filled and completed in all respects on format sent with tender document without making any changes in the format.
- ii. Priced commercial part shall contain Schedule of Rates duly filled in. Rates/ amount must be filled in format for `Schedule of Quantity / Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under `Schedule of Rate' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Purchase Condition, Special Purchase Condition or any other part of Bidding Document, the quoted rate shall be deemed to be inclusive of cost incurred for such activity.
- iii. The rate shall include all expenditure incurred towards mobilization and demobilization.
- iv. All rates set forth in Bidder's quotation, shall be in Indian Rupees unless otherwise instructed.

 BHARAT OMAN REFINERIES LIMITED	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

- v. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. Owner shall not take cognizance of any such statement and may at their discretion reject such Price Bids.
7. The Bidder shall bear all costs associated with the preparation and submission of bid, and the Owner shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
 8. Instructions in bidding documents should be strictly followed. No deviation should be stipulated in Price Part of the Bid. Any condition, mentioned in Price bid by the bidder, shall be treated as null and void and the bid shall be liable for rejection.
 9. Bidders to note that price changes against Technical / Commercial clarifications, in line with terms and conditions of Bidding Documents are not allowed, unless otherwise specifically asked for. In case any bidder gives revised prices/ price implications against such clarifications, their bid shall be liable for rejection.
 10. You may contact/ visit our site for clarification before submission of your bid.
 11. The successful bidder's EMD shall be converted into security deposit and shall be released after completion of the job on recommendation of EIC.
 12. Bidders are advised to submit bids strictly based on the specifications, terms & conditions contained in the tender documents and should not stipulate any deviation.
 13. Addendum / Amendment to the tender documents if issued must be signed and submitted along with the bid.
 14. Bidder should not be under liquidation, court receivership or similar proceedings. Bidder to submit self-certificate.
 15. BORL reserves the right to use in-house information for assessment of bidder's capability for consideration of bid.
 16. In case bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.
 17. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their bid.
 18. Consortium/ Joint/ Multiple/ alternative bids will not be accepted.
 19. BORL reserves the right to accept or reject any or all bids without assigning any reasons, thereof.

20. BID OPENING:

In the event the specified due date of submission being declared a holiday for BORL, the bid shall be submitted at the appointed time and location on the next working day.


Clarification & Additional Information

During evaluation, Owner may request Bidder for any clarification on the bid, additional date or documents. Bidder shall submit the same before due date.

Opening of Price Part of Bid

Priced commercial part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened.

All technical and priced bids shall be opened in presence of bidders.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

21. EVALUATION OF PRICE BIDS:

Price bids of only techno-commercially acceptable bidders shall be opened by BORL. The price quoted by the Bidder shall be checked for arithmetic correction, if any. The bids will not be opened in presence of bidders.

If some discrepancies are found between the amount given in figures and in words, the total lump sum amount quoted in words shall be considered for further evaluation of offer and shall be binding upon the Bidder.

Bid Evaluation Process to be Confidential

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

Owner's Right to Accept or Reject a Bid

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

Conditional discount, if offered shall not considered for evaluation.

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

The work shall be awarded to a contractor based on the rates finally accepted by BORL.

22. NEGOTIATION AND AWARD OF WORK:

Negotiation

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

Award of Work

The Bidder, whose bid is accepted by Owner, shall be issued Letter of Acceptance prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA.

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

23. CONTRACT DOCUMENT:

The successful Bidder shall be required to execute a formal Agreement as per the Form of Contract, with the Owner within 15 days from date of LOA/PO. For execution of the Agreement, Stamp Paper of appropriate value shall be provided by the successful bidder after ascertaining its value.



SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN
COAL

TENDER DOCUMENT No-
BR.BINA.TENDER.2018-19/631

ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY

.11.0 In case of contradiction between Contract Agreement, Purchase order with all attachments, Letter of Acceptance (LOA), Special Purchase Conditions, General Purchase Conditions etc., following shall prevail in order of precedence.

- a) Agreement on Stamp Paper
- b) Purchase Order along with Statement of Agreed Variations, if any, and its enclosures such as Schedule of Rates.
- c) Letter of Acceptance (LOA)
- d) Special Purchase Conditions (SPC)
- e) General Purchase Conditions (GPC)



SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN
COAL

TENDER DOCUMENT No-
BR.BINA.TENDER.2018-19/631

ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY

SUB: EXHIBIT – 'E 2' FOR COMPLIANCE TO BID REQUIREMENT

NAME OF BIDDER : M/s

NAME OF WORK :

BIDDING DOCUMENT No : BR.BINA.TENDER.2018-19/631

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN
COAL

TENDER DOCUMENT No-
BR.BINA.TENDER.2018-19/631

ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY

COMMERCIAL QUESTIONNAIRE

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

	Query	Bidder's Reply/ Confirmation
1.0	Confirm that Earnest Money Deposit (EMD) as per tender documents have been furnished along with bid.	
2.0	Confirm that the following documents are submitted with Part-I or Part-II as applicable and explained in the tender document.	
a)	The bidder has not been blacklisted / debarred or put on holiday list by BORL and BPCL. A self-declaration certificate has been furnished by bidder.	
b)	Bidder shall be in the business of supplying of coal to consumers in India. (company profile, resources & logistic details, company registration details, order copies etc has been submitted along with bid)	
c)	Documentary evidence for tie ups, agreements, lease with mine holder for supplying coal to be provided by the bidder along with bid. In addition to this, source of supply (Mines) & capacity details to be mentioned in the techno-commercial offer.	
d)	Consortium/ Joint bids shall not be accepted by BORL.	
e)	Master Index prepared by Bidder is submitted in the un-priced part along with duly signed and stamped copy of Bidding Document on each page.	
f)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	
3.0	Deleted	
4.0	Schedule of Rates / Price is submitted	
a)	Price must be filled in the e-tendering portal only. No prices should be mentioned in the technical documents.	
b)	Confirm that rate/ price has been quoted for all items of SOR.	
c)	Confirm that deviation, terms and conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same may be treated as null and void.	


d)	Deleted	
5.0	Confirm your compliance to stipulations of Bidding Document as mentioned in ITB.	
6.0	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
7.0	Confirm your compliance to total TECHNICAL SPECIFICATION mentioned in the Bidding Document.	
8.0	Confirm that coal shall be supplied as per standards and specification mentioned in the tender document.	
9.0	Confirm your acceptance for Delivery Period as mentioned in Bidding Document.	
10.0	Confirm that all taxes, duties, as applicable for this work has been quoted as per the tender.	
11.0	Confirm that your quoted price include all types of insurance cost as applicable for successful execution of the job.	
12.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement.	
13.0	Confirm that you have your own QA/ QC program for executing this work. In case of award of work, you will submit all QA/ QC documents.	
14.0	Details of Mine & Facilities as per Annexure-I to SPC (format is enclosed) has been filled up.	
15.0	Exhibit E1 filled up or declared NIL and E2 filled up with details.	
16.0	Approval of Railway authority for unloading of all types of Coal shall be obtained as & when required.	

TECHNICAL SPECIFICATION

SL	Parameter	Unit	Basis (*)	Specification
1	Total moisture	%	ARB	12 Max
2	Ash	%	ADB	32 Max
3	Volatile matter	%	ADB	30 Max
4	Fixed carbon	%	ADB	30 Min
5	Sulphur	%	ADB	1 Max
6	Carbon	%	ADB	40 Min
7	Hydrogen	%	ADB	4 Max
8	Oxygen	%	ADB	10 Max
9	Nitrogen	%	ADB	2 Max
10	GCV	Kcal/Kg	ARB	3800-4200
11	Size	mm	%	0-100
12	Initial Deformation Temp.	Deg C	-	1200 Min
13	HGI	-	-	45 Min

* ARB – As Received Basis

* ADB – Air Dried Basis

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

SPECIAL PURCHASE CONDITIONS (SPC)

1. Bidder(s) shall clearly indicate the methodology for supplying Coal to BORL. In case, Bidder(s) wish to have back to back arrangement with third party supplier for supply of Coal, they should clearly indicate their markup price over and above the price of the third party supplier in the SOR format attached with this tender document. However, it will be sole responsibility of Bidder to liaison with the third party supplier to fulfill all the required formalities, delivery schedules, quality & quantity commitments & other terms and condition as per the tender issued by BORL. BORL will have no onus on the third party supplier of the Bidder.

Option-A: The bidder shall have back to back arrangement with third party supplier meeting all our tender conditions for supply of Indian Coal.

or

Option-B: The bidder can directly quote their price to BORL without floating any back to back tender.

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

Scope of work includes supply of Coal as per technical specification mentioned in tender on delivery at BORL, Refinery site located at Bina, Dist-, Sagar, Madhya Pradesh, India. Supplier's scope is broadly mentioned in this tender document, however, the scope shall not be limited to the following only and the Supplier is expected to comply with all requirements and complete all activities related to timely receipt of COAL at BORL Refinery site at Bina.


Supply of Coal at BORL Refinery Site as per technical specifications mentioned in the tender document which includes arranging transportation of Coal from Ex-Mine / Gowdown to Railway siding, handling, storage, arranging Railway rakes, loading, transportation and delivery at Refinery siding at BORL, Bina. All activities for clearing and forwarding of the consignments like coordination with Railways and any statutory authorities shall also be part of scope of Supplier. All liasoning, coordination at dispatch siding, or any other statutory agency(ies), Railways, Handling agents etc. shall also be on the part of Supplier. The Supplier should obtain all necessary and related statutory clearances applicable for supply of Coal against this tender enquiry from the concerned statutory authorities.

All work and costs related to loading and unloading of coal, liaison with railway, demurrage charges, PCLA charges, clearances and documentation like requisition of rakes etc. at dispatch Railway siding shall be in Supplier's scope. Supplier shall ensure timely & uninterrupted supply of COAL as instructed by BORL EIC.

BORL has its own railway siding at Refinery site (Siding code "BRSM"). COAL shall be supplied by Supplier up to this siding and rakes to be positioned at wagon tippler location in this siding only. Further unloading activities shall be done by BORL.

Unloading operations like operation of wagon tippler, side arm charger and diesel loco & activities like coupling/de-coupling of wagons, railway track change-over & point operations at BORL railway siding are in the scope of BORL. Demurrage charge at unloading location (BORL Railway Siding) is in BORL Scope.

The Supplier shall arrange wagons (BOXC, BOXN & BOXNHA) for supply of coal as per 'Research Designs and Standards Organization' (RDSO) approval for Wagon Tippler installation at BORL railway siding only. If the Supplier fails to arrange approved wagons, then the Supplier only shall be responsible for all the demurrages, penalties, liaising with Railways, change of unloading location after consultation with Engineer-In-Charge (EIC) etc. For such cases, BORL will recover the actual unloading and shifting charges of coal to designated storage location in BORL.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

Supplier shall make arrangement to cover stored or loaded coal by tarpaulins to prevent coal from getting wet due to rains. BORL requires dry coal only. Doing so, vendor shall also declare the weight and calculations regarding the weight of the tarpaulins which will be deducted from the net received weight of coal at BORL. Supplier may take these tarpaulins back from BORL at their own transportation cost.

The supplier will be bound to follow all statutory requirement during the currency of the contract. Precautions shall be taken by the supplier during handling and transportation of coal to avoid the fugitive dust emission in line with the requirement of SPCB & CPCB. Any new requirement owing to any change in statutory rules shall be binding on supplier.

3. **PAYING AUTHORITY:** Engineer-In-Charge, BORL, Bina

4. **TOLERANCE AND LIQUIDATED DAMAGES:**


SL	Particulars	Liquidated damages payable
4.1	For Sulphur (ADB) greater than 1%	1.00% of basic material price for every 0.05 % increase in Sulphur content above 1% fraction prorated.
4.2	For Ash (ADB) greater than 32 %	1.00% of basic material price for every 0.10 % increase in Ash content above 32% fraction prorated.
4.3	For Total Moisture (ARB) greater than 12%	1.00% of basic material price for every 0.10 % increase in Moisture content above 12 % fraction prorated
4.4	For GCV (ARB) lower than 3800 Kcal/Kg	1.00% of basic material price for every 20 KCal/Kg decrease in GCV content below 3800 Kcal/Kg fraction prorated.
4.5	For fixed carbon less than 30%	1.00% of basic material price for every 0.10 % decrease in fixed carbon below 30 % fraction prorated
4.6	for Initial deformation temperature less than 1200 DegC	1.00% of basic material price for every 10 DegC decrease in IDT below 1200 DegC fraction prorated
4.7	For VM greater than 30 %	1.00% of basic material price for every 0.10 % increase in VM content above 30% fraction prorated.

Note: All Liquidated Damages are mutually exclusive and shall be applicable for each criterion mentioned above.

Sum payable by the successful bidder to BORL by way of Liquidated Damages shall be considered as reasonable without reference to actual loss.

BORL and Supplier hereby acknowledge and agree that the terms, conditions and amounts fixed for Liquidated Damages are reasonable, considering the actual costs that BORL will incur in the event of Supplier's failure to perform its obligations under the contract / purchase order. The amounts of these Liquidated Damages are agreed upon and fixed hereunder by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of such reduction in value or costs that will be actually incurred by BORL in such event but are genuine pre-estimates of the damages which will be suffered by BORL.

5. **QUANTITY OF SUPPLY:**

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

BORL's requirement of Indian Coal as per technical specification shall be on CALL-ON basis. The actual quantity for supply of coal shall be informed by the Engineer in-Charge along with the CALL-ON order. Total estimated quantity of coal required during the contract period is 70,000 MT. **The actual final quantity will be adjusted to the extent to accommodate Full Rake Load for the last shipment near the estimated quantity.**

At any point of time during execution of the contract with a notice period of one month, BORL reserves the right to terminate the contract.

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

6. DELIVERY PERIOD:


- (i) The COAL as per technical specification will have to be delivered as per BORL instructions as and when needed. Supplier will be given a time window of ten days (from the date of call on) to initiate dispatch for each CALL-ON. The ordered quantity shall have to be delivered within the stipulated delivery time.
- (ii) Price reduction schedule as per general purchase conditions will be applicable in case of delayed delivery. The date of RR shall be considered as date of delivery for calculating price reduction schedule.
- (iii) Required quantity of the COAL will be spread throughout the contract period and it shall be the contractual responsibility of the supplier to maintain supply of coal as per BORL's requirement against each call on for the continuous operation of the plant. In the event, if the stipulated delivery schedule is not adhered to, BORL reserves the right to procure the material from other sources at the risk and cost of the successful bidder.
- (iv) BORL reserves the right to change the delivery schedule to suit BORL requirement.
- (v) In case of problems in plant operation, BORL will inform delivery requirement one month in advance. The delivery schedule is subject to change depending upon the actual operation of the Captive Power Plant and Supplier shall have to regulate the supplies accordingly if requested by BORL.

7. Supplier should submit the original Invoices to "CENTRALIZED BILLS RECEIVING DESK (CBRD), Administrative Building, Refinery Complex, Post BORL Residential Complex, Bina, District-Sagar, Madhya Pradesh -470124, India" for processing of payment.

Supplier has to submit copy of Railway Receipt (RR) to BORL immediately after receipt of coal rakes at BRSM siding / Bina Railway Siding.

8. DETERMINATION OF QUALITY:

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

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

- (v) BORL may depute another surveillance assayer services at its own cost & discretion. Supplier shall allow BORL nominated independent or surveillance assayer at mines / storage locations & loading facilities etc. as and when required to fulfill the requirement of contract terms & conditions.

9. SAMPLING & QUALITY ANALYSIS:

- (i) Supplier shall be responsible for supply of good quality COAL as per technical specification attached with tender document, which should be free from dust, shale, stones, mud, tramp metal and wood and large rocks or other hard material, with the potential to cause operational difficulties or damage to the coal unloading, handling and processing equipment of BORL.
- (ii) **Pre-Dispatch Sampling:** Pre-dispatch sampling will be carried out by an independent assayer nominated by BORL. The sample shall be drawn from stack / heap at vendor's mine(s) or stock yard before dispatching the first consignment of the same lot. Rake movement shall be started only after acceptance of pre-dispatch sampling report by BORL EIC. Charges payable to the assayer shall be paid directly by BORL to the Assayer.
- (iii) Rake sampling shall be done by BORL independent assayer at the time of loading at vendor's railway siding.
- (iv) The results of BORL's appointed independent assayer / agency shall be final and binding on Supplier. No dispute whatsoever shall be entertained.


Note- Supplier shall not deploy BORL nominated independent assayer as their assayer for any BORL Coal supply contract related works during tenure of the contract. Name and details of BORL nominated independent / surveillance assayer for the Coal supply contract shall be intimated to supplier after awarding of job. For the sake of clarity, BORL shall, at all times, have the right to remove and replace an assayer appointed by it under this Contract.

- (v) If required, BORL's appointed independent assayer / agency will do sampling of coal at BORL's plant jointly with the Supplier's representative randomly. Analysis shall be done at BORL's appointed independent assayer laboratory and final report shall be shared with the Supplier.
- (vi) BORL's appointed independent / surveillance assayer shall do sample collection and analysis of COAL as prescribed in latest ASTM or BIS standards.

10. LOADING AND UNLOADING: Coal shall be loaded by Supplier in Railway Wagons at Supplier's stock yard/ dispatch railway siding and shall be brought to Refinery Railway siding (Siding code-BRSM) by Rakes. Further unloading activities shall be done by BORL through wagon tippler.

11. WEIGHMENT:

- (i) The weight of the Coal (in Metric Tonnes) as will be recorded at in-motion Weigh Bridge at BORL railway siding. The final weight to be considered for payment and all other purposes shall be the lesser one out of the RR weight and BORL weighbridge weight.
- (ii) If tare weight could not be taken at in-motion weighbridge at Refinery Railway siding after unloading due to restriction from Railways / repair of in-motion weighbridge after weighment of gross weight of loaded coal rakes, then net weight shall be calculated by the difference between gross weight of loaded coal rakes taken at in-motion weighbridge and tare weight from RR Copy.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

- (iii) During shutdown / repair of in-motion weighbridge at BORL BINA Refinery, the actual weight mentioned in RR copy shall be considered for all purposes (including payment). However, the visual volumetric inspection shall be carried by BORL personnel / representative at Refinery railway siding to ensure proper filling / filled up volume of coal wagons, before starting of unloading activities.
- (iv) In case railways change the format of RR copy during the contract duration, the column name and number which will be used for calculations shall be communicated if changed.
- (v) Weighment of any foreign material received in coal (tarpaulin, stones, boulders etc) shall be separately done at BORL weighbridge and same shall be deducted from net received quantity at BORL. Final quantity for invoicing shall be communicated by BORL to the supplier.

12. TERMS OF PAYMENT:

- A. Following payment shall be made within 30 days after receipt of material with invoice at BORL site along with other documents and subsequent certification by BORL Engineer-In-Charge as per the terms and conditions defined in the tender document.
 - (i) 80% basic amount of Coal (excl. taxes and Railway Freight).
 - (ii) 100% taxes and duties applicable on coal
 - (iii) 100% Railway Freight as per Railway Receipt (excluding penalty/punitive charges). However, GST on Railway Freight shall be reimbursed only against original Railway Receipt and Original certificate issued by Indian Railways.
- B. Balance payment i.e. 20% basic amount of coal shall be made within 30 days after obtaining and acceptance of quality report (rake sampling at supplier's loading point) from independent Assayer nominated by BORL. Payment shall be made on the coal quantity received at BORL site.

Notes:


- i) All payments to the Supplier shall be made in Indian Rupees.
- ii) Payments shall be released after deducting Penalty, Price Reduction Schedule as applicable as per terms and conditions of the contract.
- iii) **BORL will not pay (the basic price and freight charges) for the weight of tarpaulin, stones, boulders etc. and any other foreign material in coal. Same will be weighed & back charged to vendor.**

13. STATUTORY LEVIES:

Royalty, Labor Welfare Cess & any other statutory levies at the existing rates shall be included in the quoted price in SOR. The Supplier will be responsible for compliance of all statutory laws and rules, as applicable, made there under.

Any refunds received by Successful Bidder on any of these accounts from concerned authorities shall be passed on by Successful Bidder to BORL within three (3) working days of receipt of such refunds.

The Bidder and their personnel shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price. Further, all taxes, duties, cess and levies payable under subject

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

contract shall be the liability of the successful Bidder. BORL shall be authorized to deduct applicable tax at source from the Successful Bidder's payment becoming due.

14. **RAILWAY FREIGHT:**

Railway freight will be payable as per actuals (i.e. as mentioned in Railway Receipt), limited to the quoted charges. However, variation in railway freight tariff, if any, shall be dealt for the purpose of payment / adjustment as follows.

The bidders shall quote normal Railway Freight prevailing as on seven (7) days prior to bid submission date. Discounted / concessional rates at the timer of bid shall not be considered as normal freight.

If there is any increase in normal freight charges by Railways (For the distance between pre-defined loading siding of the vendor and BRSM railway siding), then normal freight charges as per RR shall be payable by BORL to vendor. BORL will pay freight charges only (for the quantity mentioned in column 30 of RR –“chargeable weight at normal rate”). Supplier shall have to submit notification from the railways for any change in the freight charges during contract period.

For any quantity mentioned in column 31 of RR (Overweight chargeable at punishable rate), vendor shall bear the charges alone. Also if vendor is levied any penalties/punitive charges by railways (above freight charges) in the RR, then the same shall be borne by vendor alone. Such penalties/punitive charges (if charged by supplier) shall be recovered from vendor by BORL through credit notes.

For the purpose of calculating the variation in Railway Freight on account of Tariff variation by Railways, the distance from BORL Railway Siding (Siding Code- 'BRSM') shall be worked out based on the quoted Railway Freight and existing Railway Freight Tariff, issued by Ministry of Railways. The Revised Tariff of Railways shall then be applied for such distance worked out and the difference between the quoted Railway Freight and such revised freight shall be worked out. Railway freight will then be payable as per actual, limited to such revised Railway Freight


Freight charges pertaining to foreign material in coal (stones, boulders etc.) shall not be payable by BORL.

Note: The material shall be supplied on composite supply basis. Vendor shall charge railway freight and GST (as applicable) in their invoice.

The loading of railway wagons shall be done as per the permissible carrying capacity of the railway. Under-loading of 2 MT per wagon will be allowed and dead freight charges for up to 2 MT per wagon shall be borne by BORL in case of under-loading of railway wagons beyond 2 MT, the applicable railway freight charges on proportionate basis shall be recovered from the Successful Bidder's dues. Successful bidder shall provide Credit Note for equivalent amount after considering the dead freight mentioned above. Other than above, all charges like Demurrage, Wharfage (if any), Over loading / Under loading charges, railway punitive charges etc. as applicable at dispatch siding shall be to the account of Successful Bidder. Any delay/ detention charges of Rakes at BORL site shall be to the account of BORL. Discount, if any in freight charges, shall be passed on to BORL.

15. **CONTRACT PERFORMANCE GUARANTEE (CPG):**

Successful bidder shall provide CPG in the form of Demand Draft or Bank Guarantee in the prescribed pro-forma issued by a Schedule-A Bank in India for value of INR 25,00,000/- (INR Twenty-Five Lakhs only) valid for a minimum period of 12 (Twelve) months plus 03 months claim period form date of placement of order. CPG shall be deposited within 15 days of receipt of the

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

LOA / PO from BORL. No interest shall be paid by BORL for the CPG submitted by the successful bidder.

14 EVALUATION OF TENDERS:

Tenders received which conform to Technical Specification; Terms & Conditions, will be evaluated based on the "DELIVERED COST" basis at BORL BINA Refinery.

Tenders received which conform to Technical Specification; Terms & Conditions, will be evaluated based on the "NET LANDED COST" basis at BORL Bina Refinery. Net Landed Cost shall be arrived after deducting the Cenvatable taxes and duties available to BORL from the total quoted price.

15 ADDITIONAL DOCUMENTS REQUIRED:

Bidders shall submit following details with technical bid.

- a) The coal will have to be supplied from valid mining lease as detailed elsewhere in the tender document and each rake supplied to BORL must be accompanied with a valid pit pass issued by the District Mining Office.
- b) Copy of Mines Lease agreement, Miner's License and environment clearance from PCB and copy of tie up agreement with traders and miners which is valid till the completion of contract.
- c) Bidder shall submit the documentary proof for having No Dues of Royalty Payment to Government for mining for last one year and for the material supplied against this tender.
- d) GST receipt certificate from Indian Railways for reimbursement of GST.

18. **PARALLEL CONTRACT:** BORL reserves the right to enter into parallel contracts for procurement of coal as per technical specification during the currency of the contract. BORL also reserves the right to split the tendered quantity among two or more bidders.

19. **QUANTITY FOR SUPPLY:** The required estimated quantity is 70000 MT. However, final quantity will be adjusted to the extent to accommodate Full Rake Load for the last shipment.


20. The Successful Bidder shall not assign or sublet the order or any part thereof or allow any person interested therein in any manner, whatsoever, without prior written permission from BORL. Change of constitution of Successful Bidder without prior written approval of BORL will also amount to assigning of Agreement and shall entitle BORL to terminate the Agreement without prejudice to its other rights under the Bid, Agreement and / or applicable Law.

21. If the Successful Bidder fails to deliver the Supplies / Services, the Bidder shall indemnify BORL for all losses / damages suffered by BORL. BORL shall also be at liberty to avail the Supplies / Services from any other Supplier at risk and cost of the Bidder.

22. The Successful Bidder shall be solely responsible for all the Compliance with applicable laws and regulations in respect of Supplies / Services under this Tender / Bid and/or Agreement to be executed and shall advise BORL regarding compliances, if any to be made by BORL.

23. The Successful Bidder shall indemnify BORL from and against all actions, claims, suits and proceedings by the third party for the acts/omissions of the Successful Bidder and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which BORL may be liable to pay, incur or sustain as a result of performance or non-performance, observance or non-observance by the Successful Bidder of any of the terms and conditions of this Tender/Bid and/or the Agreement.

24. Notwithstanding anything contained herein, whenever any claim against the Supplier for the payment of any sum of money arises out of or under the Contract or the Work or in relation to

	<p>SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL</p>	<p>TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631</p>
<p>ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY</p>		

carrying out the Work, BORL shall, at its option and without prejudice to any other rights and entitlements it may have under other Contract Applicable Laws or equity, be entitled to recover such sum from the dues payable to the Successful Bidder or by appropriating in part or whole, the Contract Performance Guarantee of the Supplier, and to sell any Government securities etc. forming part of such security. The Supplier shall pay to BORL forthwith on demand, any balance amounts remaining due.

25. All notices under this Tender shall be in writing and in English Language. All notices be served, either by hand delivery or by sending the same by registered/speed post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered/speed post.
26. BORL reserves the right to terminate the services /suspend the supplies of any successful bidder if the performance is found not satisfactory in the mid of contract. BORL can also engage more than one successful bidder for executing a part of service / supply and this should not become an excuse for non-performance.
27. BORL shall have right to visit mines (from where coal shall be supplied to BORL), dispatch railway siding, dispatch port at India & supplier's stock yard at India during tenure of the contract.

28. SIGNING OF CONTRACT

The contractor shall execute a formal agreement with BORL within 10 days from the date of issue of purchase order / Letter of acceptance on a non-judicial stamp paper of Madhya Pradesh (India) of value given below. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR.

0.25% of the awarded contract value subject to a minimum of rupees five hundred and a maximum of rupees twenty-five thousand.


29. STATUTORY VARIATIONS IN TAXES/ DUTIES

The quoted rate(s) shall include and shall be deemed to have included all types of taxes, levies, cess and duties etc. but exclusive of Goods and Services Tax.

In case of any new tax/levies/cess or change in the rate of existing taxes/ levies/duties etc., which may be introduced later by Government of India during contract duration shall be payable extra as applicable as on the date of payment by BORL.

The clauses related to taxes and duties in the General Purchase Conditions (GPC) / General Conditions of Contract (GCC) stands modified as per provisions of applicable GST laws.

The vendor shall comply with the provisions of all applicable laws including GST laws in force to enable the OWNER to avail tax credit/s including input tax credit. The vendor shall take all necessary steps including but not limited to uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable GST laws. In case of any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable GST laws or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable GST laws. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER

 BHARAT OMAN REFINERIES LIMITED	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

at any point of time on account of non-compliance of applicable GST laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest as the case may be, shall be reimbursed by the VENDOR within 30 days.

Bidders shall provide the following information along with their bid.

- 1) GST Registration Number along with copy of GST registration certificate.
- 2) HSN code for the quoted items and applicable GST rate
- 3) SAC code for the Services and applicable GST rates

30. TAXES, DUTIES AND LEVIES AND STATUTORY VARIATIONS ON TAXES AND DUTIES:

These Special Conditions of Contract state the taxes, duties and levies which will be borne by the OWNER in respect of the supplies of material or services or works (hereinafter referred as supply or supplies) and the conditions under and/or subject to which such payments or reimbursements shall be made by the OWNER.

The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST applicable in case of interstate supply or CGST and SGST/ applicable in case of intra state supply).

Bids shall be evaluated on landed cost basis. Input Tax Credit of GST shall not be considered for evaluation of Bids. Bidder shall furnish the necessary details w.r.t. GST in their bid.

Bidder shall quote their rate/prices after considering the input tax credit on their input materials and services.


Except as specifically provided to the contrary in the Special Conditions of Contract:

- i. The CONTRACTOR shall within the price of materials and scope of supply be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods, equipment or materials imported into India or within any local limits for permanent incorporation in the work(s).
- ii. The CONTRACTOR shall within the price of services and scope of services be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods or equipment imported into India or within any local limits for use in the performance of the work(s).

Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

31. TAX INDEMNITY:

It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to GST (IGST / CGST / SGST /) and Customs Duty on the supply including import of any material to OWNER and/or on the services performed by the CONTRACTOR pursuant hereto. The CONTRACTOR shall keep the OWNER and their Consultant indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by the Court or Customs Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and any taxes/ duties/ levies being charged by the Contractor would be claimed by issuing proper tax invoice/challan indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention correct and valid registration number(s) on all tax invoices raised to Owner.

The Contractor would be liable to reimburse or make it good of any loss/ claim by BORL towards tax credit rejected/ disallowed by any of the tax authorities due to non deposit or delayed deposit of taxes or non-compliance or delayed compliance of tax laws by the Contractor. The Contractor shall be liable to reimburse BORL, for all such losses and other consequences including, but not limited to the tax loss, interest and penalty including GST as applicable.

The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

The Contractor has to get registered as per tax law of the State where the work is to be executed and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit, E-way Bill etc., as applicable.

The Contractor shall be responsible and under obligation for proper utilization for the specific supply and in case of seizure of goods/ vehicle, the Contractor will be wholly responsible for release and also reimburse the litigation cost to Owner.

Except as herein elsewhere expressly otherwise provided, the CONTRACTOR shall be liable for and shall pay any and all Indian fees, cesses, taxes, duties and levies assessable against CONTRACTOR in respect of or pursuant to the Contract.

In addition, the CONTRACTOR shall be responsible for payment of all Indian duties, levies, and taxes assessable against the CONTRACTOR or CONTRACTOR's employees or Sub-contractor's whether corporate or personal or applicable in respect of property.

The Contractor shall issue proper tax invoice, as stipulated under the customs, GST and other Applicable Laws, and other necessary documents as may be relevant from time to time.


In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OWNER shall not be liable to make any payment against such invoice.

GST shall be paid against receipt of tax invoice as per GST Act. CONTRACTOR shall submit tax invoice as per GST ACT 2017 for each milestone / stages mentioned in SCC of the Bidding Document.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of CONTRACTOR shall be borne by the CONTRACTOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the CONTRACTOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by CONTRACTOR.

The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Contractor or its Subcontractors/ vendor are performing their obligations under the Contract, shall be passed on to the Owner.

32. GOODS AND SERVICES TAX [GST I.E. IGST, CGST PLUS SGST:

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

CONTRACTOR will issue tax invoice with IGST / CGST plus SGST for all the supplies made to OWNER under this contract. In case, the property in goods is transferred to OWNER by endorsement / transfer of Railway Receipt or Truck/Lorry Receipt or any other document of title to goods during transit, CONTRACTOR shall not be done away with his obligation to issue a valid tax invoice for the supply made by him.

To enable the OWNER to avail Input Tax Credit, the CONTRACTOR shall furnish to the OWNER tax invoice to avail of the creditable benefits with respect to GST paid/ reimbursed by the OWNER on all supplies made to the OWNER.

The classification of supply under this contract will be composite supply as per clause 119 of Section 2 of CGST Act. CONTRACTOR shall correctly mention the GST Tariff.

The OWNER shall not pay/reimburse creditable taxes, if the requirements as specified above are not fulfilled by the CONTRACTOR.

GST indicated by Bidder for respective part(s), as applicable, will be paid/ reimbursed against CONTRACTOR'S certified invoices.

33. STATUTORY VARIATIONS:

No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to CONTRACTOR except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion/extended date of completion attributable to OWNER against documentary evidence. Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Goods and Services provided to the OWNER shall be refundable to the OWNER at actuals.

Any new taxes, duties, cess, levies notified or imposed after the submission of last Price Bid / Price implication but before the contractual date of completion/ extended date of completion attributable to OWNER shall be to OWNER's Account.


GST payable under reverse charge, if any, shall not be paid to the CONTRACTOR but will be directly deposited by OWNER to the Government Authorities.

GST at the prevailing rate if applicable on "Liquidated Damages", "Penalty" and "Price Reduction Schedule" as applicable shall be recovered extra from the CONTRACTOR on the amount of such Liquidated Damages levied as per the Contractual terms.

GST at prevailing rate is applicable on penal recovery, if any levied under the contract and shall be recovered extra from the CONTRACTOR.

The CONTRACTOR shall take steps viz uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit including input tax credit. In case of any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable GST laws in force, on the part of CONTRACTOR, an amount equivalent to any tax liability including interest accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the CONTRACTOR or shall be reimbursed by the CONTRACTOR as the case may be till such default is either rectified or made good by the CONTRACTOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

34. TAX DEDUCTION AT SOURCE (TDS), IF APPLICABLE:

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

The CONTRACTOR shall be exclusively responsible and liable to deduct TDS, if applicable, from the sub-CONTRACTOR's / sub-vendors and remit the same to the Govt. within the due date, as per GST legislation(s).

Deduction towards Tax on works contract according to provisions of GST Laws shall be made from CONTRACTOR's bill at rate(s) notified from time to time. A certificate for tax deducted at source by OWNER shall be provided to CONTRACTOR in accordance with applicable GST laws.

Notwithstanding the above, OWNER shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by the CONTRACTOR, his SUB-CONTRACTOR(s) and Agent(s) etc.
- ii. The Corporate Taxes in respect of CONTRACTOR and his Sub-Contractor and other Agents, Indian or foreign based.
- iii. Any other taxes/ duties/ levies.

35. **ARBITRATION**

Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Contractor 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 to and finally resolved by Sole Arbitrator, who shall be appointed by Managing Director of BORL as per the procedure given in sub-clause (b) given herein below.


Procedure for appointing the sole arbitrator: A party wishing to commence an arbitration (the "Claimant") shall submit with the Managing Director of BORL a Notice of Arbitration which shall comprise:

- i. a demand that the dispute be referred to arbitration;
- ii. a reference to the arbitration clause or the arbitration agreement that is invoked and a copy of it;
- iii. a reference to the contract out of or in relation to which the dispute arises and where possible, a copy of it;
- iv. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount.
- v. any other details which the claimant wishes to refer and rely upon.

Upon receipt of the above notice of arbitration, the Managing Director of BORL shall appoint the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation Act, 2015, within 30 days from receipt of such notice.

The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director(Refinery).

The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.

The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

The parties hereby agree that the courts at Bina, District Sagar alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts at Bina, District Sagar only.


36. CONFIDENTIALITY OF MATTER

BORL and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Successful Bidder may furnish to its Sub Bidder(s) such documents, data and other information it receives from the OWNER to the extent required for the Sub Bidder(s) to perform its work under the Contract, in which event the Successful Bidder shall obtain from such Sub Bidder(s) an undertaking of confidentiality similar to that imposed on this Successful Bidder under this Clause.

BORL shall not use such documents, data and other information received from the Successful Bidder for any purpose other than the operation and maintenance of the Facilities. Similarly, the Successful Bidder shall not use such documents, data and other information received from the OWNER for any purpose other than the performance of this Contract.

The obligation of a party under these Clauses shall not apply to that information which now or hereafter enters the public domain through no fault of that party. The provisions of this Clause shall survive termination, for whatever reason, of the Contract.

Commercial or financial information obtained in response to this tender, which is deemed privileged and confidential by the bidder, will not be disclosed after the award. Such privileged and confidential information includes information, which if disclosed, might cause harm to the competitive position of the bidder supplying the information. All bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their bid, which such bidders consider to contain proprietary or other privileged information.

 BHARAT OMAN REFINERIES LIMITED	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

Do not mark the entire bid as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by BORL pursuant to applicable law.

The Successful bidder shall be required to enter into a separate confidentiality Agreement with the OWNER.

37. INTELLECTUAL PROPERTY RIGHTS

IPR on solutions implemented for BORL remain with BORL. Intellectual rights about knowledge and business processes to meet BORL objectives cannot be replicated with another business entity, unless consented. Replication, duplication, re-implementation of the similar processes with defined standard, customized or enterprise applications can be done with an agreement within a scope of royalty payments on IPR.

IPR specific to any tailor-made or customized development and implementation for BORL cannot be replicated, distributed, duplicated, and changed without written clearance from BORL. A mutual agreement has to be done for Royalty onto the licenses and overall implementation between BORL and the Bidder.

38. LOGOS, TRADEMARKS, COPYRIGHTS

The Successful Bidder shall indemnify and hold harmless BORL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which BORL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing.


39. EXTENSION IN CONTRACTUAL PERIODS

It will be Bidder's responsibility to ensure that solutions and services are delivered within the stipulated delivery period. However, if on account of reasons beyond ones control as laid down in the Force Majeure Conditions BORL may consider extension of period with or without statutory variations.

However, extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay.

However, such extension will be without any financial impact on BORL side.

40. This job will be awarded on overall L1 basis.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		


ANNEXURE - I to SPC

DETAILS OF MINES & FACILITIES

NAME OF BIDDER:

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

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

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

GENERAL PURCHASE CONDITIONS (GPC)

1. PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY

The time and date of delivery of materials as stipulated in the Order shall be deemed to be the essence of the contract. Without prejudice to any other rights BORL may have under the Agreement, law or equity, in case of delay in execution of the order beyond the date of delivery as stipulated in the Order or any extension sanctioned. BORL may at its option:

- i) Accept delayed delivery at prices reduced by a sum equivalent to half per cent (0.5%) of the delayed order value for every week of delay or part there-of, limited to a maximum of 5 % of the total order value. Total coal price inclusive of all taxes and duties but excluding railway freight shall be considered for calculation of PRS amount.
- ii) Cancel the order in part or full and purchase such cancelled quantities from else-where on account and at the risk of the Supplier, without prejudice to its right under (i) above in respect of goods delivered.

2. DELAYS DUE TO FORCE MAJEURE

i) In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by BORL on receipt of application from the Supplier within the stipulated delivery period. Only those causes which depend on Act of God, civil wars and national strikes which have duration of more than seven consecutive calendar days are considered the causes of force majeure. The Supplier must advise BORL by a registered/speed letter duly certified by a local Chamber of Commerce or statutory authorities, the beginning and the end of the cause(s) of delay immediately, but in no case later than within 10 days from the beginning and end of such cause of Force Majeure condition as defined above.

ii) BORL reserves the right to ask Supplier to suspend despatches of the goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BORL's control.


3. PART ORDER/ REPEAT ORDER

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

4. CONTROL REGULATIONS

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

5. LIABILITY AGREEMENT

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

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

6. PATENTS & ROYALTIES

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

7. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT


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

8. RECOVERY OF SUMS DUE

All costs, damages, or expenses for which the Supplier becomes liable under this Purchase Order shall be deducted from the sum due or which at any time thereafter may become due from the Supplier. Should this sum be not sufficient to cover the recoverable amount(s), the Supplier shall pay to BORL on demand the balance remaining due.

Any claim arising out of this order shall be in writing to BORL within 3 months from the last despatch date. Claims received after 3 months will not be entertained.

9. CANCELLATION / TERMINATION

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

BORL reserves the right to cancel this Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Supplier if :
 The Supplier fails to comply with the terms of this Purchase Order

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

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

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

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

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

For the purpose of this Clause:

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


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

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

10. Governing Laws


The contract/Agreement shall be governed and interpreted in accordance with laws in force in India.

11. Jurisdiction

 BHARAT OMAN REFINERIES LIMITED	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

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

12. **Non-Waiver:** Failure on any occasion of either party to insist upon strict adherence to any of the provisions of the Contract or to enforce any of his rights under the laws specified under Governing Law hereof shall not be construed to be a waiver of such provisions or rights in any manner.
13. **Insurance:** All insurance of material from the Ex-Mine head as foreign origin to till receipt of material at Refinery siding / coal stock pile are in scope of Supplier. In case any insurance claim arises it will be responsibility of the Supplier to settle the same.

	SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL	TENDER DOCUMENT No- BR.BINA.TENDER.2018-19/631
ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY		

Schedule of Rate (SOR) PART-A

NAME OF JOB: SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL

TENDER No.: BR. BINA.TENDER. 2018-19/631

SN	PARTICULARS	UNIT	RATE (IN FIGURES)	RATE (IN WORDS)
A	Material Price			
1	Coal price including Ex-Mine price including Royalty, Labour welfare Cess all Taxes, Duties, levies, cess and other statutory levies but excluding GST	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
2	GST @ ____%	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
3	Bidders Margin	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
4	GST @ ____% on bidders margin	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
5	Subtotal of Material Price (A1 to A4)	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
B	RAILWAY TRANSPORTATION			
1	Railway Freight including cess and surcharges if any upto BORL Railway Siding (Siding Code-"BRSM"), excluding GST	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
2	GST @ ____%	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
3	Subtotal of Railway Freight (B1+B2)	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
C	TOTAL LANDED COAL PRICE (A5+B3)	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE

Notes:

- Quote price shall be based on scope of supply of Coal mentioned in the Bidding Documents. Bidder shall include all taxes, duties, cess and levies which are either liability of BORL, Supplier or Mine Owner except GST in their price at Sr No A1 above for supply of Coal at BORL. In case, any of the taxes, duties, cess and levies happens to the liability of BORL, then BORL shall pay the same to the statutory authorities and deduct the same from the dues payable to the Supplier.
- Price Variations shall be applicable on the Sr No A2, A3, B2 and B3 above.
- Railway freight shall be payable as per actuals, limited to the quoted freight. Besides, variation in railway freight tariff, if any, shall be dealt for the purpose of payment/adjustments, in line with tender conditions. The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.



SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN
COAL

TENDER DOCUMENT No-
BR.BINA.TENDER.2018-19/631

ISO 9001:2015, ISO 14001:2015, ISO 50001 : 2011 AND ISO 45001:2008 CERTIFIED COMPANY

ANNEXURE TO SOR (PART-B)

NAME OF JOB: SUPPLY OF BITUMINOUS / SUB-BITUMINOUS INDIAN COAL

**BREAK-UP OF MATERIAL PRICE, TAXES AND DUTIES MENTIONED AT SR NO- A1 OF
SCHEDULE OF RATE FORMAT**

SN	PARTICULARS	UNIT	RATE (IN FIGURES)	RATE (IN WORDS)
1	Ex Mine Price (exclusive taxes, duties, cess and levies)	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
2	Royalty	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
3	Cess	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
4	Any other taxes, duties, levies and cess not mentioned above. i) ii) iii) iv)	Per MT or Percentage	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
5	Road Freight up to dispatch siding [excluding GST]	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
6	GST on Road Freight Above @ _____%	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
7	Unloading at Despatch location Railway siding and loading on to Railway wagons.	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
8	GST on Unloading / loading activities above @ _____%	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE
9	<u>TOTAL PRICE (SAME AS SR NO-A1 of the SOR)</u>	Per MT	QUOTED/ UNQUOTE	QUOTED/ UNQUOTE

Notes:

1. Bidders shall provide the break-up of the Coal price quoted at Sr No A1 of the Schedule of Rate format. The above break-up shall be used to calculate the variations (both upward and downward) in the Coal Price during execution of contract. In case of upward or downward revisions of the prices, the material price quoted at Sr No A1 shall be suitable adjusted.
2. Statutory variations shall be applicable only on the details furnished by the bidders in the above format.
3. In addition to Sr No A2, A3, B2 and B3 of SOR (PART-A); Price Variations shall also be applicable only on the Sr No 2,3,4,6 and 8 of ANNEXURE TO SOR (PART-B) above.
4. In case of contradiction between price mentioned in SOR- PART-A and Annexure to SOR (PART-B); the details mentioned at SOR- PART-A shall prevail and shall be considered for evaluation and award of contract.