



**TENDER FOR PROCUREMENT & SUPPLY OF 4.0
LAKH MT (+/- 10 % SELLERS' OPTION) OF
IMPORTED STEAM COAL TO POWER PLANT**

**NO: MMTC/C&HC/Steam Coal/19-20/APGENCO/12171
Dated- 06.11.2019**

**The Additional General Manager
Steam Coal Division
MMTC Limited
CORE-1, SCOPE COMPLEX,7, Institutional Area, Lodhi Road
New Delhi - 110003, India
Tel.No.011-24381380/24381345
Email: praveenjain@mmtclimited.com, sknm@mmtclimited.com**

NOTIFICATION OF INVITATION OF BIDS

NO: MMTC/C&HC/SteamCoal/19-20/APGENCO/12171

Dated- 06.11.2019

MMTC invites competitive bids from eligible bidders for supply of 4.00 Lakh MT (+/- 10% sellers' option) of Imported Steam Coal as per specifications mentioned in this tender for supply and delivery to Andhra Pradesh Power Generation Corporation Limited (APGENCO)'s two power plants namely, Dr. NTPPS, Vijayawada (2.0 Lakh MTs) and RTPP, Muddanur, (2.0 Lakh MTs), A.P. on 'Delivered at Power Plant basis'.

SN	ITEM	Details
1	Description of the work	Supply of 4.00 Lakh (+/- 10% sellers' option) tonnes of imported steam coal on 'Delivered at Power Plant basis' to Dr. NTPPS, Vijayawada and RTPP, Muddanur (2.0 Lakh MTs at each plant)
2	Description of the work	Supply of imported steam coal to above named power plants (2.0 lakh MT to each plant) which shall include procurement of steam coal from approved mines in South Africa / Australia, movement to Load port, arranging vessels, stevedoring, handling, storage, port clearances, loading, transportation from Port, indenting rakes, loading of coal into railway rakes, etc up to delivery at above named Thermal Power Plants. All other activities for clearing and forwarding of the consignments like custom clearance, coordination with ports and any other statutory authorities shall be part of the scope of work. All liaisons, coordination with coal mine(s) outside India, coordination at load port, discharge port, handling agents, railways, etc, shall also be part of the scope of work.
3	Place of the Delivery	Dr. NTPPS, Vijayawada and RTPP, Muddanur, A.P., India (2.0 Lakh MTs each)
4	EMD	Rs.2.0 Crores (Rupees Two Crore only) in form of BC/DD/RTGS to be submitted/paid along with the offer against this tender.
5	Security Deposit	2.5% of the Contract Value (EMD amount submitted by successful bidder shall be topped up by the balance amount of Security Deposit in form of cash deposit OR Performance Bank Guarantee from a nationalized Bank).
6	Mode of submission of	Techno-Commercial Bid: Offline

	Bids	Price Bid: Online
7	Last Date and time of submission of Bid (Techno-Commercial Bid & Price Bid)	1200 Hrs on 27.11.19
8	Date and Time of opening of Techno-Commercial Bid	1230 Hrs on 27.11.19
9	Date and Time of opening of Price Bid	To be Notified Later
10	Bid Validity	60 days from the closing date of tender.
11	Place of submission /Opening of Bids	AGM, Steam Coal Division, MMTC Ltd. Core-1 SCOPE Complex, Lodhi Road, New Delhi -110003
12	Last date of seeking clarifications	13.11.19

Additional General Manager
Steam Coal Division, MMTC Ltd.

SECTION – I :INSTRUCTIONS TO BIDDERS

1. Brief Description of Work

MMTC invites International Competitive Bids for Procurement & Supply of 4.00 Lakh MT (+/- 10% sellers' option) of Imported Coal from eligible bidders for further supply to APGENCO's, Dr. NTTPS, Vijayawada and RTPP, Muddanur, A.P. (2.0 Lakh MTs each) on 'Delivered at Power Plant basis' through any suitable Port as per the Technical Specification and terms and conditions specified in the tender document. **The detailed Scope of Work is given in section III of these bid documents.**

2. Location of Thermal Power Stations:

Dr. Narla Tata Rao Thermal Power Station (NTTPS), is located in the vicinity of **Ibrahimpattam – Kondapalli Village, Vijayawada, Krishna District, Andhra Pradesh**. The nearest port is Kakinada Port and railway connectivity is also there between Kakinada Port and Dr. NTTPS.

Rayalaseema Thermal Power Station (RTPP), is located in the vicinity of Kadapa, Andhra Pradesh, which is about 210 Km away from Krishnapattam Port in Nellore District of Andhra Pradesh. There is railway connectivity between Krishnapattam port and RTPP.

3. OBTAINING TENDER DOCUMENTS & COST THEREOF

- (a) The Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender Document. Any clarifications shall be sought from the Tender Inviting Authority, prior to submission of Offer only. It is the responsibility solely of the Bidder, to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority, from time to time, in the MMTC website / Govt. Tender Portal and MMTC e-Procurement website. The Department calling for tenders shall not be responsible for any claims/problems arising out of this. Bidders to fulfill any other pre-requisites mentioned in the tender documents.
- (b) Cost of tender Documents is Rs.100,000/- + GST %18% (Rupees One Lakh plus GST @18%). Bidders are requested to submit the cost of tender document through DD/ Pay Order/Bankers' Cheque in favour of MMTC Limited along with techno-commercial bid.
- (c) MMTC reserves the right to amend or modify the tender and its conditions before **SCHEDULE DATE AND TIME**. Such amendment shall be integral part of Bid Documents.

- (d) MMTC reserves the right to cancel the tendering process, if need arises without assigning any reasons whatsoever. In such event bidders shall not be entitled to make any claim whatsoever on MMTC.

4. SUBMISSION OF BIDS

Physical copy of Technical Bids in original are to be submitted offline in sealed envelope and Price Bids are to be submitted online as detailed herein below:

- (a) **Techno-Commercial Bids:** To be submitted in sealed envelope with following:
- DD/Pay Order against cost of tender document.
 - Details of Earnest Money Deposit amount by BC/DD/RTGS paid to MMTC.
 - Duly signed and stamped Integrity Pact as per Annexure-3.
 - Certificate regarding No Deviation or Exclusion as per Annexure-13.
 - Certificate regarding Acceptance of Fraud Prevention Policy as per Annexure-12.
 - Authority Letter /Power of Attorney in favor of authorized Signatory for signing the bid as per Annexure-4.
 - Certificates establishing the technical experience as required in the tender document (Original Certificate from end user for supply on delivered basis experience of imported coal) – Annexure-8.
 - Certificates and documents establishing the financial credential as required in the tender document copy of PAN card along with tender
 - Affidavit of not being black listed/withheld/Banned of business dealing by any government organization as per Annexure-6.
 - Original tender document duly stamped and signed on all pages along with any amendments /addenda/corrigenda /errata /clarification to the tender documents duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.
 - Unconditional Bid Submission Form as per Annexure-10.
 - Bank Account Details Form as per Annexure- 5.
 - Certificate from Statutory Auditors for import and supplies made as per Annexure-7.
 - Declaration for submission of single bid as per Annexure-11.
 - Declaration of Source of Imported Steam Coal as per Annexure-2 with name(s) of Supplier.

- All relevant bid schedules (as per the formats in the Tender document), furnishing all requisite details, signed and seal & date affixed. Each Schedule shall be accompanied by supporting documentation, as stipulated therein. These shall include documents evidencing compliance with Qualification Requirements, etc.
- Declarations/Affidavit of not being black listed/Banned etc., Statutory Auditors(s) Certificates and Power of Attorney shall be submitted in Physical form before stipulated bid submission time mentioned in bidding documents at the address specified in the tender. MMTC shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.
- Any other document as stipulated in this tender document and any document bidder feels is important to establish the qualifications and fulfill the tender requirements.

The above said documents and any other documents as stipulated in the tender document shall be kept in an envelope, which shall be sealed and super scribed with Bidder's name, Invitation For Bid Reference No., Due date of Opening and shall be addressed to -- ADDITIONAL GENERAL MANAGER, STEAM COAL DIVISION, MMTC LIMITED, CORE-1, SCOPE COMPLEX LODHI ROAD, NEW DELHI – 110 003 should be submitted before the tender due date directly or through his agent or by registered post or by courier service.

Last date for receipt of Bids shall and opening of bids shall be as per NIT enclosed herewith or notified/published on MMTC's website.

(b) Price Bids

The Price Bid to be submitted as per Annexure-1. The price Bid shall have to be submitted online on MMTC e-Procurement platform i.e., <https://mmtc.abcprocure.com> before the tender due date. The bidders shall register on the MMTC e-procurement Website and submit their Price bids online. Offline Price bids shall not be entertained by MMTC. The price-bid of such bidders who are determined to have complied with the eligibility criteria will only be opened on a later date. The date of opening of Price Bids shall be communicated to eligible bidders only through letter/mail. Those bids which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment shall be considered. The bidder should upload the relevant documents duly signed on each page with seal. The Bidder shall be solely responsible to ensure that the Price & Price components indicated in the uploaded Price

Schedule are in line with the Terms & Conditions stipulated in the relevant Bid Schedule. Only those Bidders, who are registered on the MMTC e-procurement website <https://mmtc.abcprocure.com>, are eligible to submit price Bid. For any queries on registration and online Price bid submission, on MMTC e-Procurement platform, the bidders may contact HELP DESK as under:

Name	Contact No.	Email-Id
Mr. Himanshu	+91 9265562826	delhi.support@eptl.in
Mr. Nikhil Khalas	+91 9374519729	nikhil@eptl.in

(c) The techno-commercial bid should not contain any price content entry. In case the techno-commercial bid is found to contain any price content, such bid shall be liable for rejection.

- (d) Notwithstanding anything stated above, MMTC reserves the right to assess the bidder's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the MMTC. In this regard MMTC can ask for furnishing additional documents/information/clarification from bidders and such documents/information/clarification shall form part of technical bid of the bidder. The decision of the Company is final. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- (e) If any of the documents furnished by the bidder is found, at any point of time, to be false/fabricated/bogus, such Bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.
- (f) In case of firm or company, the person signing the tender should either be proprietor, Managing Director or Managing Partner (evidence documents shall be submitted). Any other person signing the tender on behalf of any of the persons or on behalf of the company or firms should do so on proper authorization only and attested copy of the letter of authority or power of attorney should invariably be submitted to the tender. Tenders submitted without any such letter of authority are liable for rejection. Any change in address should be promptly intimated.
- (g) In case of any doubts arising in the description of the work or any other items of the conditions, they can be got clarified from MMTC before submission of the tender.

5. OTHER OBLIGATIONS OF BIDDERS

- (a) The Successful tenderer should execute the work to the satisfaction of MMTC/APGENCO.

- (b) The tenderer should acquaint himself of the provisions and obligations under contract labour act and Factory Act and if the number of labour engaged attracts the provisions of the said Act, the same should be brought to the notice of the MMTC beforehand.
- (c) The tenderer shall comply with all State, Central Laws, Statutory rules, Motor Vehicle rules, regulations etc., Such as payment of wages act, minimum wages act, workmen compensation act.
- (d) Employer's liability act, Industrial disputes act, Employees provident fund scheme, Contract labour regulations and abolition act 1970, and other Acts, Rules, and Regulations as are in force for the welfare of the labour and also as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The tenderer shall give to the local governing body, police and other relevant authorities all such notices as may be required by law.
- (e) The tenderer should take necessary precautions against any possible accident to his workers or damage to the equipment and he alone will be responsible for any untoward incidents occurring while carrying out the above work and the MMTC will not accept any responsibility for loss of any material or T&P during the execution of the work.
- (f) The bidder may visit sites of both plants and acquaint themselves with the surroundings of the plant and logistics.
- (g) The Successful bidder shall fully indemnify MMTC against all claims of whatsoever nature arising during the course of performing the work under contract.
- (h) The prices to be quoted in the tender will be in line with the international prevailing prices. The price and quality will be as per specifications mentioned in the tender enquiry.
- (i) Over invoicing / under invoicing will not be resorted to by the bidder and the prices are not underpriced / overpriced.
- (j) Bidder shall fully indemnify MMTC for any claim, if any, in future, whatsoever, from any authority like DRI, Customs Authorities and other statutory body/agency. Any subsequent levies/charges/statutory dues along with penalty/interest, if any, shall be borne by the bidder.

6. LANGUAGE OF BID & BID CURRENCY

- (a) The bid prepared by the bidder and all correspondence and documents related to the bid exchanged between the Bidder and MMTC shall be written in English language.
- (b) Bid Currency: Prices shall be quoted in the Indian Rupees only.

7. BID OPENING AND EVALUATION

- (a) **Techno-Commercial Bid Opening**

- (i) MMTC will first open Techno-Commercial Bid, on the date and at the place specified in the tender document or any subsequent communication from the MMTC. Bidder's representative may attend the Techno-commercial Bid opening.
- (ii) In case requisite Cost of Tender Document and bid security/EMD is not submitted with the Techno-Commercial bid or proof of having already paid such amount to MMTC before the stipulated bid submission closing date is not furnished with Techno Commercial bid then bid shall be rejected by MMTC as being non-responsive.
- (iii) Only those bidders who are eligible by fulfilling the laid down criteria of the relevant state of the bid will be eligible to attend further proceedings of the bid opening.
- (iv) The bidder is liable to be disqualified besides blacklisting for a period of three years, if he is found to have mislead or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, Financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc.

(b) Price Bid Opening

- (i) After the evaluation process of techno-commercial bid is completed, MMTC will inform in writing/e-mail to the eligible bidders regarding date, time and venue for the opening of price bid. Bidders whose Techno-commercial bid is not substantially responsive, and /or not meeting the qualifying requirements shall also be informed and their price bid will be rejected and shall not be considered/opened and their bid security shall be returned.
- (ii) Price bids of those bidders, who have been considered qualified and whose Techno-commercial bid found to be responsive, will be opened online. Bidder's representative may attendance during the Price Bid opening.

8. AWARD CRITERIA

- (a) The technically & commercially responsive and evaluated lowest Price bidder shall be considered for award. However, APGENCO/MMTC reserves the right for increasing/decreasing quantity of material involved depending upon the requirement.

- (b) MMTC reserves the right to split up the award among the bidders. However such splitting shall be subject to other bidders (L-2 & higher) match the L-1 prices. The awarded quantity by MMTC to the bidder, to be supplied as delivery schedule, shall be binding on the bidder and bidder shall have no right to seek alternate allocation or any claim on this account from MMTC.
- (c) MMTC reserves the right to place order for entire quantity on one tenderer, divide the quantity suitably and place orders on different tenderers, place more than one order on the same bidder or different bidders on different dates during the validity period and/or quantities up to the totals indicated in this specification, reduce/increase the quantities, reject any or all the tenders and not to accept the lowest or any tender without assigning reasons.
- (d) MMTC reserves the right to reject any or all of the tenders without assigning any reasons whatsoever. Also MMTC reserves the right for increasing/decreasing the quantity of work involved in the schedule enclosed.
- (e) In case the work carried out is not satisfactory, MMTC reserves the right to terminate the contract with 7 (Seven) days' notice.
- (f) Successful bidder will have to enter into a separate agreement /contract with MMTC.

SECTION – II : GENERAL, FINANCIAL TERMS & CONDITIONS

1. QUALIFICATION REQUIREMENT

This tender envisages supply of 4.00 lakh MT of imported coal and therefore the bidder must be able to supply the imported coal to MMTC a/c APGENCO's two power plants on 'delivered at plant basis'. The Bidder has to meet the qualifying requirements stipulated hereunder as per Clauses A and B.

(a) Technical Criteria for Bidder

The Bidder should have imported and supplied imported steam coal of foreign origin on Delivered at Plant Basis under either two orders of minimum of 2.00 Lakh MT each OR one order of minimum 3.00 Lakh MT to power utilities, directly or through PSU, in any continuous twelve (12) months during FY 2017-18, 2018-19 and 2019-20. In support of the aforesaid experience, the Bidder shall furnish:

- i) Supply Experience certificate in Original from purchaser and;
- ii) Certificate in original from Statutory Auditor(s) of the Bidder

(b) Financial Criteria for Bidder:

- (i) The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Techno-Commercial bid opening should not be less than INR 110 Crore (Indian Rupees One Hundred and Ten Crores Only) or in equivalent foreign currency.
- (ii) Net Worth of the Bidder as on the last date of the financial year immediately preceding the date of Techno-Commercial bid opening should not be less than 100% of its paid-up share capital.
- (iii) Bidders to submit Solvency Certificate or any similar financial credibility certificate from their Bankers stating capability of the bidder to perform contractual obligations for a minimum Rs.110 Crores.
- (iv) Bidder to submit its audited financial statements for the last three years In cases where audited results for the preceding financial year as on the date of bid opening are not available, certification of the financial statements from a practicing Chartered Accountant may be submitted.
- (v) The bidder to furnish the copies of Income Tax Returns acknowledgement slips for the years ending March 31st, 2016, 2017 and 2018 and copy of PAN card along with tender.

2. VALIDITY OF OFFER

The offers shall have to be kept valid for an initial period of 60 days from the closing date of tender. MMTC may seek extension of validity of bids which the bidder may consider to extend.

3. BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

- (a) The bidder should furnish EMD of Rs. 2.0 Crores (Rupees Two Crore Only) in cash. The EMD amount of Rs.2.0 Crores by RTGS/DD/ Bankers' Cheque to be submitted along with the techno-commercial bid.
- (b) The bidders may pay the EMD by RTGS also to the designated account of MMTC. In such case the bidders shall have to intimate the details of submission of EMD amount in writing/mail to AGM (Coal), MMTC Ltd and also enclosed such proof with technical bid.
- (c) The EMD paid by the successful bidder shall be adjusted in the Security Deposit to be submitted by the successful bidder. The successful bidder has the option of topping up the Security Deposit requirement by way of cash/Performance Bank Guarantee after adjustment of EMD amount kept with MMTC.
- (d) EMD amount submitted by the bidders shall not bear any interest.
- (e) The EMD amount when converted into part security deposit shall not bear any interest.
- (f) Any bid not accompanied by EMD or having submitted shorter amount than specified amount above shall be disqualified.
- (g) The bid submitted by a bidder shall be treated invalid and the EMD shall be forfeited, if
 - The bidder withdraws or modified its bid within the bid validity specified in the bid specification.
 - The successful bidder fails to submit Security Deposit within prescribed period in accordance with the instruction to the bidders.
 - The bidder gives any wrong/false information/documents in the bid for making the bid qualified.
- (h) The EMD of unsuccessful bidders shall be refunded at the earliest but not before the successful bidder has furnished the Security Deposit.

4. SECURITY DEPOSIT

- (a) The successful bidder shall furnish Security Deposit equivalent to 2.5% of the total contract value, within 10 days from the date of issue of L.O.I/LOA. The cash EMD furnished by successful bidder shall be

converted & treated as part Security Deposit. The balance of Security Deposit amount may be furnished by successful bidders by way of cash or in the form of Performance Bank Guarantee issued from any Indian Nationalized/Scheduled Bank initially valid for a period of six month beyond the end-date of delivery schedule mentioned in LOI/PO. The cash component of Security deposit shall not bear any interest.

- (b) The Performance Bank Guarantee shall have to be extended at the sole discretion of MMTC.
- (c) Thereafter for proper fulfillment of contract shall forth-with (upon intimation of acceptance of his tender) attend the office of Addl. General Manager, MMTC Ltd and sign an agreement in the proper form for fulfillment of the contract.
- (d) Failure to enter into the agreement or to make security Deposit as defined above shall entail forfeiture of EMD. The security deposit will be refunded at the end of contract only, if the contract is completed to the MMTC/APGENCO's satisfaction. The security deposit will be returned after fulfilling all the contractual obligations.
- (e) The successful bidder shall submit Performance Bank Guarantee as required by MMTC for counter submission or if required on behalf of MMTC and also undertake to reimburse the incidental expenses including bank charges incurred by MMTC with respect to preparation and submission of bids and Performance Bank Guarantee to APGENCO.

5. GOODS AND SERVICE TAX (GST)

The contractor has to provide a copy of the GST Registration Certificate and mention their GST Registration No. and Date in each of their invoices/bills without fail. No invoice or bills paid unless the GST Registration No. is mentioned therein.

6. STATUTORY VARIATION IN TAXES & DUTIES

- (a) Any increase in statutory levies i.e. Goods and Service Tax, Custom Duty, Cess etc. arising beyond Base date (date of LOI/LOA/PO) but within the initial delivery schedule agreed shall be to the account of Purchaser.
- (b) Any increase in statutory levies i.e. Goods and Service Tax, Custom Duty, Cess etc. arising beyond agreed time schedule due to delays in supply beyond the schedule shall be to contractors account.
- (c) Any decrease in statutory levies i.e. Goods and Service Tax, Custom Duty, Cess etc. at any point of time during delivery of imported steam coal shall be to the account of Purchaser and shall have to be passed on the purchaser by the supplier.

- (d) Any variation in GST will be paid on furnishing documentary evidence. (Relevant Government notification).
- (e) In the event of any variation in structure of duties and/ or concessional duties applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is being imported during performance of the Contract, the Successful Bidder shall be solely responsible for availing any such concessional duty, if the same becomes due and the impact of the same is beneficial to MMTC, irrespective of the fact that whether the Successful Bidder has considered the same in his bid or not and in case of failure to receive such benefits, the Successful Bidder shall bear the liability of differential amount for not availing such benefits and MMTC shall make recovery of such amounts from the amounts becoming due to the Successful Bidder. In such an event, the Successful Bidder will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty so that such benefit shall be passed on to MMTC.

7. PERIOD OF CONTRACT

The Contract Period shall include the entire Delivery Period and any period thereafter to complete the reconciliation & discharge of any obligations stipulated herein.

8. PAYMENTS TO CONTRACTOR

- (a) MMTC is importing coal for its client – APGENCO. Therefore the payment shall be processed and made to the account of the contractor only after the same is received from MMTC's client i.e. APGENCO.
- (b) The payments shall be processed by respective MMTC office after the Successful Bidder has submitted invoices complete in all respect with requisite documents to respective MMTC Regional office on the basis of quantity received at plant site and applicable rates/prices.
- (c) Payment to successful bidder shall become due to the extent realized by MMTC from APGENCO after deducting expenses, dues, penalty, if any.
- (d) Bidder shall furnish the details of Bank Account in a prescribed format along with the Bid in order to facilitate the MMTC to release payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever

technically feasible.

- (e) In case of any changes to the bank account indicated in the Bidding documents, the Bidder shall immediately inform MMTC. The Bidder shall hold MMTC harmless and MMTC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on account of any error in the information or change in bank details provided to MMTC in the prescribed form without intimation to MMTC duly acknowledged.
- (f) Method of invoicing and payments terms are more specifically provided in SECTION – III: TECHNICAL SPECIFICATIONS.

9. LIQUIDATED DAMAGES FOR DELAY& RISK PURCHASE

- (a) If the successful bidder fails to deliver the imported coal in accordance schedule advised, liquidated damages @1/2% (0.5%) per week of the awarded rate per tonne of the contract for the short supplied quantity against the scheduled quantity or part thereof subject to a maximum of 5% of total contract value will be levied.
- (b) If the successful bidder fails to execute the order after issuance of Letter of Intent; MMTC may, without prejudice to any other right or remedy available, recover damages for breach of tender/LOI and to safe guard its interest. Alternatively, MMTC may resort to fix up new agency at the sole risk and cost of the supplier and recover all such extra cost incurred by MMTC.
- (c) Alternatively MMTC may cancel the order completely or partly without Prejudice to its right under the alternative mentioned above. In case of recourse to alternatives above, MMTC shall have the right to fixing new agency to meet the urgency of requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the quantity/ rate are similar or not.

10. SUBLETTING OF CONTRACT

No part of the contract shall be sublet without written permission from MMTC nor shall transfer be made by Power of authority to others for receiving payment on the Successful bidder's behalf.

11. FORCE MAJEURE

- (a) The Successful tenderer will not be liable for delay for failing to handle and movement of the material for reasons of "Force Majeure" such as acts of God, acts of public enemy, acts of Government, fires, floods, strikes, lockouts etc.

- (b) The Successful tenderer shall inform within 10 days from the beginning of such delay, notify to the MMTC in writing the cause of delay. The MMTC shall verify and grant such extension of time as facts justify.
- (c) No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period.
- (d) Necessary documentary evidence in form of certification from local Chamber of Commerce or appropriate authority shall have to be submitted in support of existence of a condition of Force Majeure.

12. DEDUCTION OF INCOME TAX AT SOURCE

Income Tax will be deduced at source from the bills of the Successful tenderer as per the provisions of the Income Tax Act, if applicable, as and when payments are made to the successful bidder.

13. GST CERTIFICATE

In addition to the Income Tax acknowledgement slips, the tenderer shall enclose Goods and Service Tax Certificate. Xerox/Photostat copies of documents will be accepted only after verification with the originals. The tenderer shall produce the originals for verification.

14. AGREEMENT

The successful bidder/Company shall when called upon to do so, enter into and execute an Agreement to supply of 4.00 Lakh Metric tons (+/- 10% sellers' option) of imported steam coal to APGENCO's two power plants, Dr. NTPPS, Vijaywada & RTPP, Muddanur (2.0 Lakh MTs each). During the period of agreement, MMTC shall have the right to terminate the Agreement with 7 days advance notice without any liability to them. In the event of conflict/contradiction between provisions of Tender Document and Agreement, provisions of Tender Document shall overrule, and any provision of Tender document, which is not covered in Agreement, shall also be considered as a part of Contract Agreement.

15. TERMINATION OF THE AGREEMENT/PURCHASE ORDER.

- (a) If the successful tenderer/Company fails or neglects to observe or perform or commits or allows to be committed breach of any of the terms, conditions, provisions or stipulations of the Agreement on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 15 days of notice by specifying such

default and requiring such default to be remedied then MMTC will be entitled to terminate the Agreement.

- (b) MMTC reserves the right to terminate the Agreement/Purchase Order without any liability, in case the successful tenderer/Company:
- Fails to furnish the signed financial document within the stipulated period (as specified by the successful tenderer/Company) after acceptance of the Letter of Award/Intent.
 - Goes into liquidation.
- (c) Any dispute, disagreement, controversy or claim arising out of or relating to the Agreement/Purchase Order of the interpretation here or any Agreement/Purchase Order relating hereto, or contemplated herein, or breach, termination or invalidity thereof shall be settled exclusively and finally by Arbitration, irrespective of magnitude of dispute, the amount in controversy or whether any such disagreement, dispute or controversy would otherwise be considered justifiable, or right for resolution by Court or Arbitrary Tribunal. Arbitration Proceedings will be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

16. ARBITRATION

- (a) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- (b) The venue of the arbitration will be at New Delhi.
- (c) During the pendency of Arbitration proceedings the parties shall continue to perform remaining part of the contract.

17. JURISDICTION

In case any disputes or differences arising out of or touching the contract against this tender the same shall be decided only by the Courts or Tribunals situated in New Delhi irrespective of place of signing agreement. No suit or other legal proceedings shall be instituted elsewhere.

18. SUBMISSION OF DOCUMENTS/INFORMATION ALONG WITH OFFER

All such documents, drawings and/or information as asked for elsewhere in the document, shall have to be necessarily submitted by the successful tenderer along with the offer, failing which the tender shall be deemed to be "incomplete" and liable for rejection. The Officers/representatives of MMTC may visit the Offices/work places to verify/confirm their credentials.

19. Special Conditions of the Contract (SCC)

The contractor shall arrange to carry out any other operations as instructed by MMTC officials though not specifically mentioned herein in this scope, but essential for completing the imported coal supplies to APGENCO Plants arising out of exigencies without any extra cost.

SECTION – III : TECHNICAL SPECIFICATIONS

Our client, Andhra Pradesh Power Generation Corporation Limited (hereinafter referred to as APGENCO) have requirement of imported Coal for its power plants, namely Dr. NTTPS, Vijayawada and RTPP, Muddanur, on 'Delivered at Power Plant basis' to be supplied in railway rakes through any suitable Port. MMTC has issued these bidding documents with detailed Technical Specifications including Scope of Work and terms and conditions to engage a supplier for the supply of imported coal.

1. SCOPE OF WORK

- (a) The Scope of Work includes import of 4.00 Lakh MT (+/-10% at sellers' option) of Imported Steam Coal at any suitable Port and supply to MMTC a/c APGENCO, Dr. NTTPS, Vijayawada and RTPP, Muddanur power plants on "Delivered at Power Plant basis". Procurement of steam coal from mines in South Africa/Australia, movement to Load port, arranging vessels, shipping to an Indian port, arranging berthing at such port, discharge of coal, stevedoring, handling, storage, port clearances, payment of port charges, Customs Duty, railway freight & other charges, loading of cargo in railway rakes, and delivery to Dr. NTTPS, Vijayawada and RTPP, Muddanur power plants.
- (b) All other activities for clearing and forwarding of the consignments like customs clearance, coordination with Port & rail transport authorities, indenting rakes, loading of rakes, etc and any statutory authorities shall also be part of Scope of Work of bidder. All liaising, coordination at load port, discharge port, co-ordination with coalmine (s), mode of inland transportation, handling agents, railway, etc. shall also be part of Scope of Work of bidder.
- (c) The Successful Bidder shall have to arrange for storage at port for imported coal, shifting of such coal for loading into railway rakes. The Successful bidder shall be responsible and liable for all berthing delays arising out of non-availability of adequate plots at ports or port congestion. MMTC in no circumstances shall be responsible for such delay and/or be liable for claim on such account. The Successful Bidder shall not hold MMTC responsible for any berthing delays under any circumstances.
- (d) The bidders to ascertain the suitable port for import of coal so that the railway freight is optimal. However, for the purpose of evaluating lowest landed price the rail freight as quoted by bidders shall be considered irrespective of port or its distance from respective plants. For the purpose of ascertaining increase or decrease in railway freight, the freight mentioned in price bid shall be considered as Base and

increase/decrease shall be arrived by percent increase or decrease by railways in its freight circular effecting change in freight for any reason whatsoever.

- (e) The bidder should obtain all necessary and related statutory clearances applicable for supply of imported coal against this enquiry from the concerned authorities. Bidders shall declare the coal mine(s) outside India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents the Successful Bidder shall supply imported steam coal sourced from identified mine(s) as declared by him.
- (f) The successful bidder shall alone be responsible for watch and ward of the coal stock at such plots at port. They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of successful bidder.
- (g) The Successful Bidder shall supply imported Steam Coal to MMTC a/c APGENCO, Dr. NTTPS, Vijayawada and RTPP, Muddanur power plants on 'delivered at Power Plant basis' as per the schedule issued by MMTC/APGENCO.
- (h) Unloading of coal rakes shall be arranged by the respective plants at their own cost.
- (i) The tenders should not differ from the terms and conditions and technical specification incorporated in the tender documents for the scope of work.
- (j) In addition the successful bidder shall make payment of all charges required to be paid to any agency, statutory authority, port authority, handling agent, Custom House Agents, Inspection Agency, etc which shall be deemed to be included in prices offered by it and accepted by MMTC.

2. QUANTITY& DELIVERY SCHEDULE

- (a) The total quantity of 4.00 lakhs MT (+/- 10%) Imported Steam Coal is envisaged to be procured under this tender.
- (b) The supplies under this tender are envisaged to commence at the earliest but not later than sixty (60) days from date of LOI/LOA and expected to be taken within **four** months from the date of LOI/LOA/PO whichever is later. The same may be extended by mutual consent & agreement without any additional financial obligation.
- (c) The shipments shall be evenly distributed over the schedule furnished by APGENCO or as advised by MMTC at its sole discretion with provisions for ordering pre-ponement of supplies of the contracted

- quantities of Imported Steam Coal.
- (d) MMTC reserves the right for pre-pone/post-pone the scheduled deliveries. The other provisions, terms & conditions of the Agreement and Suppliers obligations shall, however, remain unaltered.
 - (e) APGENCO may provide schedule for supply for specific periods i.e. monthly/quarterly, etc. MMTC shall provide schedule and dispatch instructions on receipt of same from APGENCO.
 - (f) MMTC may change the delivery schedule at its sole discretion as well as on account of any changes made by APGENCO within the delivery schedule mentioned in LOI. The successful bidder shall have no objection or reservations, claim of any nature whatsoever on MMTC/APGENCO for such changes in schedule. For any changes beyond the initially advised schedule, the same shall be discussed and mutually agreed.
 - (g) The quantity to be delivered may be adjusted between the plants at its sole discretion of APGENCO/MMTC within the delivery schedule in LOI. The successful bidder shall have no objection or reservations, claim of any nature whatsoever on MMTC/APGENCO for such changes in quantity adjustment between the plants.
 - (h) The contract may be extended for additional quantity of 25% of the contracted quantity subject to satisfactory performance of the supplier. The rate, terms and conditions of the extension order will remain same as that of the original order.

3. SPECIFICATIONS OF COAL

(a) The specifications of Coal to be imported will be as under:

Parameter	Unit	Base Value	Acceptable Range with pro-rata price / qty modification	Acceptable Range with double pro-rata price/qty modification	Rejection limit per rake / collection on daily basis
GCV(ADB)	Kcal/Kg	5300	5300>GCV >=5000	5000>GCV >=4700	< 4700
Total Moisture	%	12	12<TM<=14	14<TM<=16	>16
Inherent Moisture	%	5			
% Ash	%	25	25<ASH<=28	28<ASH<=30	>30.0
Sulphur	%	0.9	0.9<Sulphur<=1.0		>1.0
Fixed Carbon	%	38 – 42			

Volatile Matter	%	21 – 25			
Hard Groove Index		45 – 60			
Ash Fusion Temp	C	1250			
IDT	C	>1100			
Size of Coal	mm	-50			
Fines in coal (0-2 mm)	%	<=18	18<Fines<=20	20<Fines<=25	>25
Country of Origin	South Africa, Australia				

- (b) The Price Basis Specifications of coal shall be as under:
- GCV (ADB) : 5300 Kcal/Kg
Total Moisture (ARB) : 12 %
Ash (ADB) : 25 %
Sulphur (ADB) : 0.9 %
Fines (0-2 mm) : 18%
- (c) The Coal of specifications beyond specified range of the technical parameters shall not be loaded in the vessel at the load port.
- (d) The coal of specification beyond the specified range of technical parameters as per the specifications shall be liable for rejection by MMTC/APGENCO.

4. CONTRACT PRICE

- (a) The rate once accepted shall be FIRM and is inclusive of all taxes, levies, and statutory charges as applicable and inclusive of GST.
- (b) Any variation in taxes and duties will be paid on furnishing documentary evidence. (Relevant Government notification). Similarly any downward revision or withdrawal of existing duties/taxes, the same shall have to be passed on to MMTC/APGENCO. Taxes and duties for which break up is indicated in the price bid , only for those items the variation in taxes and duties will be considered.
- (c) The quoted rate shall be in Indian rupees only. The contract price will be paid in Indian Rupees only as per price accepted herein.
- (d) The contract price shall be FIRM till completion of the delivery period mentioned in Letter of Intent and/or Purchase Order. No variation will

be admitted on any account unless agreed otherwise in writing & by amending the agreement.

- (e) Any other charges/payments for any incidental work arising over and above during the period of contract shall not be entertained.

5. QUANTITY MEASUREMENT

The coal arriving at discharge port shall have to be transported to plants through railway rakes. The delivered quantity which shall be basis for billing & payment shall be determined as under:

- (a) Determination of quantity shall be as per the weight recorded at weigh bridges at Dr. NTTPS, Vijayawada and RTPP, Muddanur power plants.
- (b) The Gross and Tare weight will be taken for each wagon and net weight shall be arrived at.
- (c) Supplier may post his representative of his own choice to be present at all times when the weight is being computed or calculated, at his own cost.
- (d) Billing will be arranged on rake to rake basis taking into account of the weight of coal as determined at Mechanical or Electronic weighbridge at the receiving end i.e. Dr. NTTPS and RTPP or Railway Receipt weight, whichever is less.
- (e) The Superintending Engineer/Coal Handling Plant shall certify the rake wise weight of coal determined at destination power station within two (2) working days.
- (f) If burnt/burning coal is received at Dr. NTTPS and RTPP then the same will be manually unloaded. The cost towards manual unloading, demurrage/penalty shall have to be borne by the Supplier. However, the quantity of burnt coal shall not be considered for billing.
- (g) After adjusting the received quantity at Power Station for quality parameters as above, if it is found that the net adjusted quantity is higher than the net Bill of Lading quantity (i.e. quantity worked out after carrying out adjustments due to quality variations at Load Port with respect to the base parameters), the payment shall be restricted to net Bill of Lading quantity. In case the net adjusted quantity at power stations is lower than the net Bill of Lading quantity, the net adjusted quantity at power stations shall prevail for the purpose of payment.

6. INSPECTION AT LOAD PORT& DISCHARGE PORT

- (a) The inspection, sampling and analysis at Load Port and Discharge port shall have to be carried out by internationally reputed agencies.
- (b) The successful bidder shall give a list of minimum 3 and up to 5 internationally reputed and accepted inspection agencies for carrying out sampling, analysis and draft survey at load port and discharge port. MMTC/APGENCO may indicate the name(s) of agencies which should not be appointed for the job. The successful bidder may appoint any of the remaining agencies at Load Port/Discharge Port.
- (c) MMTC/APGENCO at its discretion may depute its officials or its authorized representative or an Independent Inspection Agency (IIA) appointed by it at its discretion and cost at Load Port and/or Discharge port to validate quantity and quality parameters. The successful bidder has to give prior intimation i.e., at least 15 days before placement of the vessel.
- (d) The accredited representative of the MMTC/APGENCO shall have access to the Successful tenderers operations at any time during working hours for purpose of inspection of the work. The Successful tenderer shall provide necessary arrangement for such inspection.
- (e) The Successful tenderer may at his discretion post his representatives at the power stations to witness the weighment of rakes, which will be arranged to be done by the power station authorities.

7. INSPECTION AT APGENCO PLANT & QUALITY MEASUREMENT

- (a) MMTC/APGENCO shall appoint CIMFR/SGS/any other IIA The inspection, sampling and analysis at plant.
- (b) The successful bidder may witness the sampling process directly or through any internationally reputed and accepted inspection agencies.
- (c) The testing agency at both the mentioned power plants would be any accredited agency appointed by Purchaser i.e. CIMFR / SGS/ IIA and APGENCO/ CIMFR/ SGS/ IIA will be collecting and testing the samples and the penalties will be calculated on deviations of the parameters.
- (d) The rake wise test report of lab at both the power plants shall be sent to successful bidder by MMTC/APGENCO within one week of collection of samples to enable supplier to raise invoices on MMTC.
- (e) Quality determination of imported coal shall be done at Load port, Discharge port and at APGENCO power station. However, quality of coal will be final based on the inspection results of the samples taken at APGENCO power stations and payments thereof will be based on such determination at power station.
- (f) However, the GCV of Coal received at power station shall not be better than the Load port, Discharge port GCV subjected to deviation is not more than 100 k Cal / Kg. If GCV of coal received at Power station is

better than the load port or discharge port, the GCV is limited to GCV at load port or discharge port whichever is less.

- (g) Minimum values of GCV and maximum values of %ASH and %TM among the Load port results, Discharge port results, IIA results and APGENCO plants results will be considered for billing.
- (h) The successful bidder shall be responsible for draft survey, sampling and testing of coal samples at load port and discharge port. The cost towards the same shall be borne by the successful bidder.

8. SAMPLING METHODOLOGY

- i. Quality determination of imported coal shall be done at APGENCO power stations. APGENCO will appoint CIMFR / SGS / Independent Inspection Agency (IIA) for carrying out sampling of imported coal at APGENCO Thermal stations. The charges for inspection and testing shall be borne by APGENCO. The Coal samples at APGENCO Power Stations end, shall be drawn from each rake and prepared for analysis by IIA in the presence of APGENCO and supplier's representative in accordance with the relevant BIS /IS Standards
- ii. The sample so drawn from grid hopper/Conveyor/Wagons/trucks broadly based on BIS/IS standards and shall be prepared for determination of quality parameters in the presence of APGENCO and supplier's representative shall be divided into four (4) parts within one (1) day of its collection / from rake and shall be distributed as follows :
 - One part of the sample will be taken by APAGENCO for analysis at their end.
 - The second part of the samples shall be taken by IIA for analysis at their end.
 - The third part of the samples will be retained as Reference and / or testing.
 - The fourth part of the sample shall be taken by Supplier.
- iii. The CIMFR / SGS / IIA shall analyze its portion of the coal sample for the parameters, drawn at APGENCO Power stations end, at their laboratory.
- iv. The CIMFR / SGS/ IIA shall provide a complete analysis report and issue a certificate of analysis to APGENCO within 7 days after date of sampling. The above report shall include all parameters as mentioned in data sheet by the Bureau of Indian Standards (BIS).
- v. APGENCO shall analyze its portion of the coal sample for the same parameters drawn at APGENCO Power stations end.
- vi. For determining the Total moisture and size, APGENCO, CIMFR / SGS/ IIA and successful bidder undertake Joint analysis at APGENCO Power Station Laboratory immediately on receipt of imported coal. In case the analysis for total moisture and size is not carried out immediately, such sample(s) shall be kept under joint lock and joint custody of IIA, supplier and APGENCO till determination of total moisture and size.

- vii. APGENCO will submit its report to the representatives of the successful Bidder at site. In case of any dispute due to variance in test results of CIMFR / SGS/ IIA and APGENCO beyond the limits permissible under the relevant BIS/IS (Deviation of 100 Kcal/ kg in GCV, 1% in Ash), the successful bidder shall request APGENCO for testing referee sample within 5 (five) working days after receipt of APGENCO and IIA reports by successful bidder of 10(ten) working days after distribution of sample whichever is later. In such an event, referee sample shall be forwarded by APGENCO to IICT / CPRI and results obtained from IICT/CPRI will be final.
- viii. If no dispute is raised by the Successful Bidder within (5) working days after receipt of APGENCO report by the Successful Bidder or ten(10) working days after distribution of sample whichever is later no request for consideration of referee sample shall be accepted subsequently and referee sample will be disposed.
- ix. It is specifically agreed that the analysis results of such Referee Samples by the above stated third party laboratories shall be binding on all parties and the cost of testing of the referee sample at laboratory shall be borne by APGENCO.
- x. The supplier shall depute his representative for witnessing the sampling and analysis. Independent inspection agency shall engage required personnel for sample collection and preparation as per the BIS /IS standard procedure.
- xi. The results of analysis carried out by APGENCO shall be considered in addition to the results of analysis by CIMFR / SGS/IIA (s). The parameter wise results whichever is less (beneficial to APGENCO) shall be considered for payment purpose. The supplier shall jointly witness the sampling and analysis at all the power plants.
- xii. All the sample collection, sample preparation and testing at both the power plants and Chemical lab shall be video graphed.

9. PENALTIES FOR QUALITY VARIATION

(a) Gross Calorific Value (Air Dried Basis)

If the Gross Calorific value (GCV) of Coal on ADB falls below its guaranteed value i.e., 5300 Kcal/Kg, Prices shall be adjusted on Pro-rata basis. Double the penalty will be imposed if the GCV is less than 5000 Kcal/Kg. Coal will be rejected if the GCV is less than 4700 Kcal/Kg.

For correction of contracted landed price, test results of APGENCO/IIA (Whichever is beneficial to APGENCO) at power station shall considered. Corrections will be done as follows:

- i) For Gross Calorific Value (Air Dried Basis (ADB)) $5300 > \text{GCV} \geq 5000$
Corrected landed price (Per Metric Tonne) =

(Contracted landed Price at plant PMT X (GCV (ADB) at APGENCO station)

(Contracted base GCV (ADB))

ii) For Gross Calorific Value (Air Dried Basis (ADB)) $5000 > \text{GCV} \geq 4700$
KCal/Kg

Corrected landed price (Per Metric Tonne)

= $A - 2 \times A \left\{ 1 - \frac{\text{GCV (ADB) at APGENCO Power Station}}{\text{Contracted base GCV (ADB)}} \right\}$

(Contracted base GCV (ADB))

Where A= Contracted landed Price Per Metric Tonne at station

iii) For Gross Calorific Value {Air Dried Basis (ADB)} $\text{GCV} < 4700$
KCal/Kg

Coal will be rejected if the GCV is less than 4700 KCal/Kg.

No correction shall be applied in case of increase in measured GCV (ADB) above the base parameter value.

(b) TOTAL MOISTURE (As Received Basis):

For increase over and above 12% of total moisture (As Received Basis), the weight of the coal shall be adjusted on pro-rata basis.

Double the penalty will be imposed, if the coal is with Total Moisture more than 14%.

i) For Total Moisture {As Received Basis (ARB)} $12 < \text{TM} \leq 14$

Adjusted weight of the coal = weight of the coal received -
[weight of the coal received * {Actual TM - T M (Base Parameter)}/100].

ii) For Total Moisture {As Received Basis (ARB)} $14\% < \text{TM} \leq 16\%$

Adjusted weight of the coal = weight of the coal received - [2* weight of the coal received * {Actual TM - T M (base parameter)}/100].

ii) For total Moisture (As Received Basis (ARB)) $\text{TM} > 16\%$

Coal will be rejected.

No correction shall be applied in case of decrease in Total Moisture below the base parameter value.

(c) ASH CONTENT (Air Dried Basis)

For increase over and above 25% & up to 28% of ash content (Air Dried Basis), the weight of the coal shall be adjusted on pro-rata basis. Double weight of the coal shall be adjusted, if the Coal is with Ash more than 28%. Coal will be rejected if the % ASH increases beyond 30%.

- i) For ASH (Air Dried Basis (ADB)) $25\% < \text{ASH} \leq 28\%$

Adjusted weight of the coal = weight of the coal received –
 [weight of the coal received * (Actual Ash – Ash (base parameter))/100].

- ii) For ASH (Air Dried Basis (ADB)) $28\% < \text{ASH} \leq 30\%$

Adjusted weight of the coal = weight of the coal received –
 [2* weight of the coal received * (Actual Ash – Ash (base parameter))/100].

- iii) For ASH (Air Dried Basis (ADB)) $\text{ASH} > 30\%$
 Coal will be rejected.

No correction shall be applied in case of decrease in ash content below the base parameter value.

(d) SULPHUR CONTENT (Air Dried Basis):

For every 0.01 increase over and above 0.9%, penalty @ Rs.30 (Rupees Thirty only) per Ton on pro-rata basis up to 1.0% will be imposed. Coal will be rejected if the Sulphur content is more than 1.0%.

- i) For Sulphur (Air Dried Basis (ADB)) $0.9\% < \text{Sulphur} \leq 1.0\%$
 A penalty at the rate of Rs.30/- per Metric Tonne for every increase of 0.01 in Sulphur or part thereof shall be levied.
- ii) For Sulphur (Air Dried Basis (ADB)) $\text{Sulphur} > 1.0\%$
 Coal will be rejected.

Sulphur content below the base parameter value shall be ignored.

FINES IN COAL:

(e) FINES IN COAL

The fines in the coal (less than 2 mm) shall be kept minimum and within its maximum limit as specified in the Data Sheet. If the fines exceed 18% of the sample coal by weight received at power station, then the weight of coal shall be reduced on pro-rata basis as per the following formula. Double the penalty will be imposed, if the fines are more than 20%.

- i) For Fine in coal $18\% < \text{Fines} \leq 20\%$
 Weight of coal to be reduced = $(A*B/100)*1.0$
- ii) For Fine in coal $20\% < = 25\%$
 Weight of coal to be reduced = $(A*B/100)*2.0$

Where A is quantity of coal received at power station
B is increase of the fines particles above 18% in percentage value).

(Example : If fines particles is 20%, then $B = (25 - 18) = 7$)

- iii) For Fine in coal > 25%
Coal will be rejected.

(f) The above penalties shall be recovered from running bills or any amounts payable to the supplier from time to time. In the event, the imported coal received and consumed by APGENCO and the same is rejected after the analysis at site, the supplier will not get any payment towards cost of coal except railway freight for such quantity. No other claims in this regard will be entertained.

10. METHOD OF INVOICING

- (a) The supplier shall submit its GST Commercial Invoices in triplicate considering the quantity of imported coal as per Bill of Lading at Load Port supported by Draught Survey Rept.
- (b) The following documents must be submitted with GST invoices:
- Railway Receipt on Freight Paid basis
 - Copy of Original Bill of Lading.
 - Copy of Load port Certificate of Sampling & Analysis.
 - Copy of Certificate of weight at Load port.
 - Copy of Draft survey Certificate at Load port.
 - Copy of Certificate of Origin issued by the Country of Origin in original or any other authority authorized by the Govt. of Country of Origin to issue the same. In addition to this, if the Govt. of India notifies any prescribed format in this respect Certificate of Origin or/ and any other documents for availing any concession on Customs duty, Integrated Goods & Service Tax, cess etc., the same should be produced by the seller mandatorily.
 - Copy of Certificate of insurance
 - Copy of Draft survey certificate at discharge Port
 - Copy of discharge port Certificate of Sampling & Analysis
 - Copy of Certificate of weight at discharge port:.
 - Copy of 'Bill of Entry' for home consumption issued in the name of the successful bidder.
 - Copy of Certificate of weighment issued at APGENCO plant
 - Copy of Certificate of final sampling and Analysis done at APGENCO plant containing the values of GCV, Total moisture, Ash content, sulphur and size of coal, Fines issued at APGENCO plant

- For the purpose of billing and payment, "One Consignment" shall be the rake received quantity for which samples have been drawn and analyzed.
- (c) Based on the invoices of successful bidders raised and submitted on MMTC in aforesaid manner, MMTC shall raise its invoices on APGENCO to receive payment on the basis of quantity determined to have been delivered at applicable prices between MMTC & APGENCO.

11. PAYMENT TERMS

- (a) **APGENCO shall release 100% of the invoice value to MMTC by way of RTGS/NEFT/Cheque within 30 days of receipt of coal at plant after duly effecting recoveries towards corrections for GCV, total moisture, ash content, Sulphur, fines etc., and other penalties, if any to MMTC.**
- (b) MMTC shall release payment to supplier within three working days of receipt of payment from APGENCO subject to adjustment for quality and quantity as per provisions of this tender.

12. RECONCILIATION/ADJUSTMENTS

- (a) MMTC and APGENCO shall carry out reconciliations periodically for the coal supplied to APGENCO for coal quality, quantity, invoicing and payments. Based on such reconciliations, MMTC and successful bidder shall also carry out reconciliations.
- (b) Successful Bidder and MMTC shall jointly reconcile all payments made for the monthly Coal supplies shipment-wise during each month within fifteen (15) working days after end of each month.
- (c) The parties shall forthwith give credit/debit notes for the amounts falling due, if any, assessed during such reconciliation. The reconciliation statements shall be jointly signed by the authorized representative of Successful Bidder and MMTC which shall be binding on both the parties.

SECTION – IV: ANNEXURES, FORMS & FORMATS

PRICE BID

To
 The Additional General Manager,
 MMTC Ltd., Core-1, SCOPE Complex,
 Lodhi Road,
 New Delhi-110003

Subject: Tender No: MMTC/Steam Coal/19-20/APGENCO/12171 dated.....

Dear Sir,

Having examined the subject tender specifications and terms and conditions contained therein, we hereby offer to supply 4.0 Lakh Metric Tonnes of imported coal under the said specifications on FOR Destination Basis (2.0 Lakh MTs each) to Dr. NTPPS, Vijaywada & RTPP, Muddanur, A.P. through any suitable port in A.P., India. Quotes for both power plants to be given separately on 'plant delivered basis':

S. No.	Quantity (MT)	Port	FOR Destination Price per Metric Tonne (Inclusive of Custom Duty, Port Handling Charges, Railway Freight and other taxes, duties if any inclusive of GST)	Total Price
1	2	3	4	5

Yours faithfully,

Signature
 (Name of Signatory)
 Name of the Firm:
 Address of the Firm:
 E-mail id:
 Seal of the Firm

Date:

Place:

Note:

- i) The bidder has to quote most competitive and FIRM offer for landed cost per Metric Tonne on single point responsibility basis Dr. NTTPS / RTPP, Muddanur.
- ii) The bidder shall furnish the break up details of the FIRM/landed cost per Metric Tonne quoted.

Price break-up for the above price bid for each power plant separately (to be submitted along with Price Bid) – mandatory.

Sl. No.	Particulars	Applicable rate	Amount in Rs.
I	Cost of Coal FOR destination Price per Metric Tonne (Inclusive of GST, Port handling charges, Railway freight and other taxes, levis and duties if any)		
II	Breakup for above Sl. No. I		
A	CIF Price in Rs.		
B	Custom Duty		
C	Compensation Cess		
D	Surcharge		
E	Any Other Charges		
F	Total Port Charges		
a	Statutory Items		
(i)	Wharfage charges		
(ii)	Port Railway Usage charges		
(iii)	Railway haulage charges		
(iv)	Other charges		
b	Non Statutory Items		
(i)	Inter—carting charges(from wharf to storage, from storage to rail siding during rake placement, loading into wagons using payloaders)		
(ii)	Any other charges with detailed description.		
G	Railway Freight including taxes.		
H	GST		
I	Any other charges /statutory levies/ duties not covered above, as applicable		
J	Total cost FOR destination price (A + B+C + D + E + F + G + H + I)		
III	Country of Origin of coal		
IV	Port of Discharge (bidder to specify)		
V	Railway distance from port of discharge to the APGENCO Plants in Km		

Note:

- i) **The bidder has to quote most competitive and FIRM offer for landed cost per Metric Tonne on single point responsibility basis to APGENCO Plants.**
- ii) **The bidder shall furnish the break up details of the FIRM/landed cost per Metric Tonne quoted.**
- iii) **The price template furnished without price break up, the offer shall not be considered.**

1. Bidders are to quote all the taxes and duties based on the existing rates.
2. Bidders are to quote Railway freight based on the existing Railway freight Tariff, issued by Ministry of Railways.
3. List of coal mines indicating the Mine (s) from which the coal is to be sourced

4. **GST, OTHER STATUTORY LEVIES, RAILWAY FREIGHT:**

- a. GST, basic railway freight & charges thereon, which are included in the Contract Price, shall be paid at actual only upon presentation of documentary evidence. Further, notwithstanding the aforesaid, any increase in railway freight & charges thereon shall not be payable or reimbursable by Purchaser if such increase is on account of the change in Discharge Port.
- b. Any type of concessions in Customs Duty, if become applicable during the contractual period / already applicable before the contractual period , Seller shall be responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty and such benefit shall be passed on to the Purchaser, irrespective of the fact that whether the seller has considered the same in his bid or not and in case of failure to receive such benefit, the seller shall bear the liability of differential amount for not availing such benefits. The purchaser shall make recovery of such amounts from the amounts becoming due to the seller.
- c. Any introduction of new tax/duty shall be paid at actual on submission of documentary evidence.
- d. Any refunds received by Successful Bidder on any of these accounts from concerned authorities shall be passed on by Successful Bidder to buyer within Three (3) working days of receipt of such refunds.

Yours faithfully,

Signature.

Name of the firm. :

Address of the firm:

E-mail ID:

Seal of the firm:

Annexure-2

Format for Declaration of Source of Imported Steam Coal of the Bidding document

Bid Document No. _____

Date:

Bidder's Name and Address

To
Addl. General Manager (Coal)
MMTC Limited
Core-1 , Scope Complex
Lodhi Road
New Delhi

As required under Technical Specification of the Bidding Document no _____, we give below the following details of coal mine(s) , from where we shall be sourcing imported coal for supply to the power stations complying strictly to- Technical Specifications of the aforementioned Bidding documents as per the awarded quantity in case of consideration of award:

Name of mine(s)	Location	Country	Name of Mine Owner/Lease Holder/Off take Holder

Date:

Signature.....

Place:

Printed name.....

Designation.....

Company Seal.....

PRE CONTRACT INTEGRITY PACT

Between

MMTCLimited (hereinafter, referred to as "MMTC")

And

M/s. (here-in after referred to as "The Seller/Vendor/Bidder")

Preamble

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

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness/transparency in its relation with its Seller/Vendor/Bidder. In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/Contract between us.

In order to achieve the goals, MMTC has appointed Shri D.R.S Chaudhary as an Independent External Monitors (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
 - a) No employee of MMTC, personally or through family members will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Seller(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Seller/Vendor/Bidder any confidential/additional information through which the Seller(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
 - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be substantive suspicion in this regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Seller(s)/Vendor(s)/Bidder(s)

1. The tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured necessary to prevent corruption. He commits himself to

observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

- a) The Seller(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of contract or to any third person any material or non-material 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 Seller(s)/Vendor(s)/Bidder(s) will not enter with other Seller(s) into any illegal 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 Seller(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Seller(s)/Vendor(s)/Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans business details including information contained or transmitted electronically.
 - d) The Seller(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Seller(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Seller(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Seller(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Seller(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to disqualify the Seller(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Seller(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to also exclude the Seller(s)/Vendor(s)/ Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Seller(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Seller(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 1% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Seller(s)/Vender(s)/Bidder(s) can prove that the exclusion of the Seller(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Seller(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Seller(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher that the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Seller(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Seller(s)/Vendor(s)/ Bidder(s)

1. MMTC will enter into agreements with identical conditions as the one with all Seller(s)/Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Seller(s)/Vendor(s)/Bidder(s) who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Seller(s)/ Vendor(s)/ Bidder(s)

If MMTC obtains knowledge of conduct of Seller(s)/ Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Seller(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Seller(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Seller(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the obtain to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to his by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word "IEM" would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, 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, MMTC.

Section 10 - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of MMTC)
 Seller/Vendor/bidder)
 (Official
 (Official Seal)

(For & on behalf of
 Seal)

Place:.....

Date :.....

Witness 1.....

Witness 1.....

Name :

Name :

Address:

Address:

Witness 2.....

Witness 2.....

Name :

Name :

Address:

Address:

Annexure-4

POWER OF ATTORNEY

(In favor of the Partner authorized to sign/execute documents)

TO BE STAMPED AS PER THE STAMP ACT

We, (Name of the Partner) are participating in the invitation for bid for supply of 4.0 Lakh MT (+/- 10%) of imported coal, existing under the laws of (name of Partner's country) having its principal office at (address of Partner's office) hereby appoint and authorize (name of the Partner authorized) existing under the laws of (name of Partner's country), and having its principal office at (address of Partner authorized) as its lawful attorney to do, in the name of aforesaid company, any acts mentioned below, concerning the tender for supply of coal to MMTC LIMITED.

- 1) To participate in the tender/bid No.....
- 2) To enter into the contract with MMTC
- 3) To receive instruction for and on behalf of the partner.
- 4) To take all the action for entire execution of the contract on behalf of the partner and
- 5) To do any other act related thereto.

This Power of Attorney comes into effect forthwith and shall remain in full force as per the terms of the bid documents and the subsequent contract, in case of the successful bidder.

Signature of Partner Authorized

Yours faithfully,

Name

Name

Designation

Designation

Address
company

Seal of Partner

Seal of Partner authorized.

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)
VENDOR CODE _____(TO BE FILLED IN BY MMTC)**

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

We_____ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC Limited in case of any change in particulars given below and will not hold MMTC Limited responsible for any delay/default due to any technical reasons beyond control of MMTC Limited

:-

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
BRANCH CODE : _____
ACCOUNT TYPE : _____
(SAVING/CURRENT/OTHERS : _____
E-MAIL/FAX NO.OF THE : _____
BRANCH OF THE BANK : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/WE hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold MMTC Limited responsible.

Date : _____ Signature of Authorized Signatory

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No._____with our branch and the bank particulars mentioned above are correct.

Date _____ Authorized Signatory
Authorization No. _____
Name _____
Official Seal/Stamp _____

TENDER NO.

Dated _____

**FORMAT FOR DECLARATION ON POLICY FOR WITHHOLDING AND
BANNING OF BUSINESS DEALING**

(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)
TO BE NOTARIZED BY A NOTARY PUBLIC

Affidavit of Shri _____ S/O _____ Aged about _____
R/O _____

I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That I am working as _____ (Designation) in _____ (Name and address of the bidder) since _____
2. That I am duly authorized by _____ (name of the bidder) to submit this affidavit of its behalf.
3. That bidder is submitting a bid in response to invitation for bid for supply of 4.0 Lakh Metric Ton +/- 10% of imported steam coal for APGENCO Power Plant.
4. That bidder is not Black listed or Banned as on date of submission of bid in any of the power utilities/Government/ Semi Government/ Government Undertaking Organizations in India.
5. The bidder has not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
6. Our Director(s)/Owner(s) Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or APGENCO or APGENCO or APGENCO's group companies during the last five years.
7. That bidder has successfully fulfilled all the contractual obligations in all organizations, referred to in Para 4 above, including supply of coal from given origin.
8. That if at any point of time the declarations given above are found to be incorrect, MMTC Limited, New Delhi 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 ____ 20..... 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 has been concealed there from.

DEPONENT

**CERTIFICATE FROM STATUTORY AUDITORS OF THE BIDDER FOR
IMPORT & SUPPLIES MADE
(On the Letter Head of Statutory Auditors)**

NO.

DATED :

[TO WHOMSOEVER IT MAY CONCERN]

We have examined the books of accounts, records and other relevant documents, alongwith other necessary information and explanations furnished by M/s._____having office at _____ . We hereby certify that M/s_____ (bidder/Lead Partner) have imported and supplied coal of origin other than India to any firm under the contract(s) mentioned below:

S.NO.	NAME OF THE END-USER / PSU(S)	GCV of Steam coal/ Origin	Contract (s) ref no. and date	Period of Supply (From – to)	Quantity Imported and supplied (MMT)

PLACE :
DATE :
PROPRIETOR

SIGNATURE
NAME OF THE PARTNER /

MEMBERSHIP NO.
SEAL OF STATUTORY AUDITORS

END-USER CERTIFICATE FOR IMPORT& SUPPLIES MADE FOR BIDDER

(ON THE LETTER HEAD OF END-USER / PSU)

NO.

DATED :

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that, M/s _____(bidder) have imported and supplied coal of origin other than India to us under contract(s) mentioned below as under:

S.NO	GCV of Steam coal/ Origin	Contract (s) ref no. and dated	Period of Supply (From - to)	Quantity Imported and supplied (MMT)

This certificate is issued at the request M/s _____ (bidder) for the purpose of participating in tender/s.

(Signature & Designation Of Authorized Person
With Full Address)

PLACE:

DATE:

Note: In case supplies have been made through PSU/s, the certificate from PSU must indicate the name of the end-user.

PERFORMANCE BANK GUARANTEE
Bank Guarantee No..... dated.....

MMTC Ltd.

.....
.....
.....

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi – 110003 India and one of its office at(hereinafter called the MMTC) have entered into Contract No..... dated.....(hereinafter called the CONTRACT) for with M/s.(name)address....., (hereinafter called the 'XX')
2. AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs.....
3. AND WHEREAS at the request of the 'XX', we,, Bank(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of Rs.....payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We,..... Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs..... only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in all 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 the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs..... Our Guarantee shall remain in force until(.....date).
6. ALL your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under

the Guarantee is made on our Bank in writing on or before
(expiry date).

7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said 'XX' from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said 'XX' and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s. 'XX'.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs..... only by MMTC
11. We (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank of the said 'XX'.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS DAY OF 20....

Yours faithfully
For and on behalf of
.....Bank
(Address)

(Banker's Seal)

'XX' - Name of successful bidder

BID SUBMISSION FORM

Procurement of 4.0 Lakh MT (+/- 10% sellers' option) of Imported Steam Coal for APGENCO.

Bid Ref No. and Date :.....

Bidder's Name and Address:

To,

Addl. General Manager
MMTC Limited
Core I, SCOPE Complex
Lodhi Road
New Delhi-110003

Sub: Tender for procurement of 4.0 lakh Metric Ton (+/- 10% sellers' option) of Imported Coal for APGENCO.

Dear Sirs,

1. We hereby submit bids for **"supply of 4.0 lakh Metric Ton (+/- 10% sellers' option) of Imported Coal for APGENCO (2.0 Lakh MTs each for Dr. NTPS, Vijaywada & RTTP, Muddanur) as outlined in bidding documents of MMTC 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 MMTC Limited, being fully aware of nature and Scope of Work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

2. 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 statutory auditors for experience of imported coal supplies
- iv. Declaration for no deviation
- v. Form of Acceptance of Fraud Prevention Policy
- vi. Declaration for No multiple bid
- vii. Affidavit for not having been blacklisted
- viii. Bank details for transfer of payments electronically
- ix. Power of Attorney
- x. Amount deposited by DD/Bankers' Cheque(Number, Date & Bank Name) for Rs._____ towards Earnest Money Deposit.
- xi. Price Bid

3. We further confirm the following:

- (a) Issuance of Letter of Intent, along with signing of Agreement with the Successful bidder subsequently, only will constitute the formation of the contract.

4. We hereby submit our Bid and undertake to keep our Bid valid for a period of 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.

Date_____

Signature_____

Place_____

Name_____

Designation_____

Seal_____

TENDER NO.: _____

Date:

DECLARATION FOR HAVING SUBMITTED SINGLE OFFER

To,
MMTC Limited,
Core I, SCOPE Complex
Lodhi Road
New Delhi-110003, India Dear sir/(s)

We have submitted our offer against your TENDER NO. MMTC/Steam Coal/19-20/APGENCO/12171 dated _____ for supply of 4.0 Lakh MT (+/- 10%) of imported coal to you account APGENCO/MMTC.

We hereby confirm that we have submitted only 1 bid and have not submitted price in conjunction with any other bidder or have submitted bid in any other name either directly or indirectly.

Yours faithfully,

Date:

Place:

Signature.....
Printed name.....
Designation.....
Common Seal.....

TENDER NO. dated _____

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

To,

MMTC Limited,
Core I, SCOPE Complex
Lodhi Road
New Delhi-110003, India
Dear Sir/(s)

As advised in your tender document, we have read the contents of the Fraud Prevention Policy of MMTC displayed on its website <http://www.mmtclimited.com> and undertake that we along with our associates/collaborators/ sub-contractors /sub-vendors / consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of MMTC.

Yours faithfully,

Date:

Place:

Signature.....

Printed name.....

Designation.....

Common Seal.....

CERTIFICATE REGARDING NO DEVIATIONS

(On the letter of the Bidder)

TENDER NO. : _____ dated _____

To,

MMTC Limited,
Core I, SCOPE Complex
Lodhi Road
New Delhi-110003, India

Sub: Invitation for Bid Package for Procurement of 4.0 Lakh MT (+/- 10%) of imported coal for APGENCO.

Dear Sir,

With reference to our Bid Proposal No: _____ dated _____ for [insert Name of the Package], Bid Document No. [insert Bid Document No.], we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/Clarification(s) /Addend/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addend/Errata (if any) as mentioned above found anywhere in our Techno- Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

Date :

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