



**NOTICE INVITING TENDER  
FOR SUPPLY OF 50,000MT  $\pm$ 5%  
IMPORTED STEAM COAL OF  
INDONESIAN/SOUTH AFRICAN/AUSTRALIAN/ANY OTHER ORIGIN  
(SUPPLY ON FOR-PLANT DELIVERED BASIS  
OR EX-PORT RAKE LOADED BASIS)**

**E-TENDER TYPE : TRANSACTION CHARGE MODEL**

**FOR DELIVERY IN JUNE & JULY 2022**

**E-TENDER NO.**

**MLS/SRO/Operations/2/22-23/ET/3**

**DUE FOR SUBMISSION**

**AT 17.00 HOURS**

**ON**

**10.06.2022 (IST)**

## **SCHEDULE OF e-Tender (SOT) & e-Reverse AUCTION**

HELTENDER SPECIFICATION NO.	HEL/CI/22-23/01 <b>Supply of 50,000 MT of MINIMUM 4200 GCV (ARB) imported steam coal of any Origin from Paradip/ Haldia/ Dhamra ports</b>
MODE OF TENDER	e-Procurement System (Online Part I- Techno-Commercial Bid and Part II - Price Bid and e-Reverse auction) through <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> of MSTC Ltd.
E-Tender No	<b>MLS/SRO/Operations/2/22-23/ET/3</b>
Date of NIT available to parties to download	From 01.06.2022 11:30 hrs. to 09.06.2022 23:30 hrs.
EMD/Earnest Money Deposit (EMD)	<b>INR 7 Lakh</b> (Rupees Seven Lakh only) on MSTC Account :  <b>MSTC LTD</b> A/c No 200000598217 IFSC CODE : INDB0000007 INDUS IND BANK  EMD should be deposited one day Prior to the closing date of submission i.e 09-06-2022
Date of Pre-bid Meeting	Online Pre-Bid Meeting will be held on 06-06-2022 at 15.30 PM. Interested bidders may write to following email prior to prebid meeting. <a href="mailto:jdamodaran@mstcindia.co.in">jdamodaran@mstcindia.co.in</a> / <a href="mailto:nshanmugam@mstcindia.co.in">nshanmugam@mstcindia.co.in</a>
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	01.06.2022. from 11:30 hours
Date of closing of online e-Tender for submission of Techno-Commercial Bid & Price Bid.	17.00 hours of 10.06.2022
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	17:30 hours of 10.06.2022
Date of e-Reverse Auction	Date to be confirmed later for eligible bidders PREFERABLY ON 14.06.2022
Part-II Price Bid: Date of opening of Part II i.e. price bid	After close of e-Reverse Auction
Validity of bids	10 days from the opening of Bid Part-I and has to be extended from time to time if situations warrants due to the administrative procedures in vogue.

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**INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN**  
**e-Tender AND e-Reverse AUCTION**

MSTC is only a e- platform service provider and all terms & condition of buyer as per E-tender will be applicable. No deviation of terms & condition will be acceptable. Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for the e-reverse auction and for opening of price bid. In this document the terms "bidders" and "vendors" mean one and the same.

**Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) before due date without fail. Otherwise tender will be summarily rejected.**

**1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → eProcurement → common portal. → Register as Vendor -- Filling up details and creating own user id and password → Submit.**

**2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC, (before the scheduled time of the e-Tender).**

**Contact persons:**

For queries related to registration and online bidding (MSTC):

Sl.No	Name	Mobile	Email
1	Mr. Arindam	09330102643	<a href="mailto:hodcoal@mstcindia.in">hodcoal@mstcindia.in</a>
2	Mr.J.Damodaram	09841002253	<a href="mailto:rmsromstc@mstcindia.in">rmsromstc@mstcindia.in</a>
3	Mr.Vikas Jaiswal	09666040607	<a href="mailto:rmeromstc@mstcindia.in">rmeromstc@mstcindia.in</a>
4	Mr.N Shanmugam	09176397264	<a href="mailto:nshanmugam@mstcindia.co.in">nshanmugam@mstcindia.co.in</a>

### **1. System Requirement:**

- i) Operating System-Windows 7 or above Operating System
  - ii) Internet browser - IE7 and above.
  - iii) Signing type digital signature (class III)
  - iv) JRE 8 (Windows X-86 Offline) and above  
to be downloaded and installed in the system.
- To disable "Protected Mode" for DSC to appear in The signer box following settings May be applied.
  - Tools => Internet Options => Security => Disable protected Mode If enabled - i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
  - Other Settings:
  - Tools => Internet Options => General => Click On Settings under "browsing history/Delete Browsing History"=> Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options → custom level (Please run IE settings from the page [www.mstcecommerce.comonce](http://www.mstcecommerce.comonce))

**For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under "VIEW VIDEO" link and the "VENDOR GUIDE" at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)**

- 2. The tender specification can be downloaded free of cost; MSTC's website [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)

### **3. Bidding Process:**

The entire bidding process is divided into two stages viz Stage I and Stage II. Stage I bidding will be through e-Tender and Stage II bidding will be through e-Reverseauction.

### **4. Process of e-Tender:**

The e-Tender shall have two covers - Techno-Commercial Bid (Part1) and Price Bid (Part 2). The bidder must fill up both the Part 1 and Part 2 of e-Tender before making final submission. During tender opening, the Techno-Commercial bids will be opened electronically on specified date and time as given in the tender document.

The Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as Technically Qualified Bids and the respective bidders shall be known as Technically Qualified Bidders.

The Technically Qualified Bidders shall be invited to participate in the e-Reverse auction on the stipulated date and time. Such invitation will be sent to the registered e mail address of the Technically Qualified Bidders and no separate intimation shall be sent. Hence bidders are advised to provide their correct email addresses during registration and keep checking their mails. Non receipt of email will not entitle any bidder to lodge any claim and no complaint in this regard shall be entertained.

#### **5. OPENING OF PRICE BIDS OF E-TENDER:**

Price bids received from only Technically Qualified Bidders in e-Tender will be opened electronically after completion of the e-Reverse auction process.

6. During the bid submission in e-Tender, Vendors are instructed to use Attach Docs button to upload documents. Multiple documents can be uploaded.

Since the uploaded documents shall be downloaded for evaluation, ***Uploaded documents should NOT be protected with Password.***

***The bidder should note that only a file which is "attached" with the e-Tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-Tender shall not be considered for evaluation. Please note that bidders should upload the file and also attach to particular E-Tender.***

***The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made FINAL SUBMISSION. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-Tender.***

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). ***MSTC/HEL*** reserves the right to call for additional copies or other documents for the purpose of bid evaluation, if deemed necessary. Such documents shall have to be submitted by the bidder within the time provided for submission.

Upon successful submission of e-Tender (i.e. after Final Submission), the Bidder shall receive a bid acknowledgement mail from the system automatically in their registered email id.

The Bidders may note that the Technical Bid and the Price Bid submitted in e-Tender will be encrypted by the MSTC's own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

The Bidder has an option to edit Technical Bid and Price Bid as many times as it wishes till the final submission.

For further assistance please follow instructions of vendor guide.

If after making Final Submission of e-Tender and before the scheduled closing time for Bid submission a bidder wishes to make changes in its Bid, it can do so by clicking the "DELETE BID" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the registered email id of the bidder acknowledging the deletion. The bidder will be able to save and submit its new Bid again. If a bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, their Bid will not come up for opening or further processing.

If after final submission of Bid and before the scheduled closing time for Bid submission a bidder wishes to withdraw its bid, it can do so by clicking the "WITHDRAW BID" option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit its Bid against the same e-Tender.

All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigendum, if any, will be that of the bidders.**

## **7. Bidding in e-Tender& Reverse auction:**

- a) Bidder(s) need to submit necessary EMD well in advance preferably one day prior to due date of submission, taking into account the transfer time of the amount from bank to the account of the MSTC. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MSTC.
- b) During bid submission process in e-Tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screen shot available at vendor guide) by accepting the risk and clicking on run. This exercise has to be done immediately before clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
- c) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid.
- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-Tender and e-Reverse auction process, the bidders will remain completely anonymous to one another and also to everybody else. L1 rates in E-Tender as well as E-Reverse auction will be compared and lowest L1 price obtained will be forwarded for buyers approval. If no bid is received in E-Reverse auction then L1 price obtained in the E-Tender will be taken as final L1 rate .
- f) All bids (Delivered on ex-port Rake loaded basis or delivered at station basis will be considered as per enclosed format on landed cost basis and taken together for e-reverse auction
- g) The e-Reverse Auction will be done first to discover lowest price and will be compared with the lowest price of e-tender price bids to arrive at the least cost Bidder
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-Tender and e-Reverse auction process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Bids with value up to two decimal points is permitted.
- k) HEL / MSTC reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender specification is acceptable. Submission of bid in the e-Tender / e-Reverse auction by any bidder also confirms his acceptance of terms & conditions for the tender.
- m) The e-Reverse auction process shall remain open for bid submission for a pre-declared period and shall be subject to auto extension of bid closing time by **Ten minutes** from the last bid time if any bid is received in the last ten minutes.
- n) The e-Reverse auction process shall remain open for bid submission for a pre-declared period and shall be subject to auto extension of bid closing time by **Ten minutes** from the last bid time if any bid is received in the last ten minutes.
- o) The prevailing / current lowest bid in INR, inclusive of GST, will be displayed on the bidding screen during the course of e-Reverse auction and all subsequent bids shall have to be quoted lower than the prevailing/ current lowest bid. The minimum decremental value shall be **Rs 20**. Bidding will be in INR per MT.
- p) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-Tender /e-Reverse auction. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- q) Bidders are advised to exercise caution in quoting their bids in e-Tender and e-Reverse auction to avoid any mistake. Bids once submitted can't be recalled.
- r) The bids in the e-Reverse auction will be on **TOTAL Landed Price basis PER MT(INCLUSIVE OF GST+ GST COMPENSATION CESS)**, calculated on proportionate basis at 4200 GAR, as below.
- p) Landed Price per MT, inclusive of GST and **GST COMPENSATION CESS**, shall be calculated as follows:
  - i) For a bidder, offering from either Paradip or Haldia or Dhamra ports on single



port basis, landed price shall be obtained by adding the corresponding railway freight from the port to destination

e.g. Bidder offering 50,000 MT from Paradip only

Bidder's ex-Paradip rake loaded basis Price inclusive of GST&GST COMPENSATION CESS) = Rs 6000/MT

Railway freight from Paradip to HEL Plant inclusive of GST = Rs 1107.44/MT

Landed Price = 6000 + 1107.44 = Rs 7107.44

All the prices here are indicative and for evaluation purpose only as giving precise values on the basis of manner of charging by Indian Railways based on carrying capacity, application of surcharges or change in rates of taxes for actual transportation charges at material point of time has no bearing on this.

ii) For a bidder, offering on multi-port port basis, i.e.Paradip/Haldia or Dhamra /Haldia ports, weighted average landed price, shall have to be considered.

e.g.Bidder offering 30,000 MT from Paradip and 20,000 MT from Haldia

Bidder's ex-Paradip rake loaded basis Price inclusive of GST&GST COMPENSATION CESS) = Rs 6000/MT

Railway freight from Paradip to HEL Plant inclusive of GST = Rs 1107.44/MT

Bidder's ex-Haldia rake loaded basis Price inclusive of GST&GST COMPENSATION CESS) = Rs 6500/MT

Railway freight from Haldia to HEL Plant inclusive of GST = Rs 226.80/MT

Weighted average Landed Price =  $((6000+1107.44)*30000 + (6500+226.80)*20000)/50000$   
= Rs 6955.18

q)For those bids that are of a Calorific Value higher than 4200 Kcal/kg, the Landed Price calculated above shall be proportionately adjusted to 4200 GAR as per the following formula and to be recorded in the e-reverse auction:  
Landed Price at 4200 GAR = (Landed Price for actual GAR offered calculated as per 7 p) above x 4200)/Actual GAR offered

Else, for bidders who have bid, basis 4200 Kcal/Kg GAR, Landed cost as calculated as per 7 p) i) & ii) shall be recorded in the e-reverse auction

r) The details of the price break up of the successful L1 bidder needs to given by e-mail in specified format (Schedule D) to [jdamodaran@mstcindia.co.in](mailto:jdamodaran@mstcindia.co.in) / [nshanmugam@mstcindia.co.in](mailto:nshanmugam@mstcindia.co.in) within 30 minutes after the close of the e-Reverse auction.The breakup should tally with the rate submitted online in the reverse auction.

s) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.

t) No deviation to the technical and commercial terms & conditions is allowed.

## **8 . CERTIFICATE REGARDING NO DEVIATION**

No deviation, whatsoever, is permitted by HEL, to the provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration.

The bidder is required to furnish a self certification as per Schedule-B, indicating their compliance to the bid documents provisions and uploaded.

Further, any deviations, if any found elsewhere in the Bid, save that pertaining to any rebates /discounts offered shall not be given effect to.

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**Check List for documents to be uploaded during submission of bids in e-Tender (wherever applicable),The documents should be signed and stamped properly scanned, uploaded and attached with the e-Tender**

Sl.No.	Document
1	The bidder should have experience in supplying at least 4 lakh MT of Imported Non-Coking Coal in each any of the two years during the last four FY (2018-2019, 2019-20,2020-2021,2021-2022)to any Industrial Units in India directly or through PSU.. In support of the above, the Bidder must enclose Performance Certificate or copies of BLs or Customs Bill of Entry evidencing the above quantity
2	GST Registration Certificates and PAN CARD copy for indian bidders.
3	Scan copy of the RTGS/NEFT/e-Remittance copies in proof of remittance of Earnest Money Deposit showing the name of the bidder, amount, UTR No./Money Transfer no. with date and time
4	Compliance certificate as per the tender SCHEDULE A
5	SCHEDULE B - No Deviation for all the terms & conditions of the Tender Specification.
6	Signed copy of tender document.
7	Bidder to submit COA of the grade of coal to be supplied SCHEDULE C

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## TERMS & CONDITIONS

### E-TENDER NO: MLS/SRO/Operations/2/22-23/ET/3

#### **INTRODUCTION :**

We, Haldia Energy Limited("HEL")wish to procure 50,000 MT  $\pm$  5% of Imported Steam (non-coking, thermal) coal generally of Indonesian/South African/Australian/Any Other origin onFOR-Plant delivered basis or Ex-Port Rake Loaded basis, **at the earliest** for our 2x300MW Plant at Vill: Banewarchak, PO: Golapchak, P.S. Durgachak, Pin 721658, Haldia, PurbaMednipur, West Bengal. ("**Plant**", **having siding Code: HEBS**).

In this context, offers are being invited for supply of the same on the basis of General Terms, Conditions and Related Information provided in this document.

#### **A. GENERAL CONDITIONS FOR SUBMISSION OF BIDS:**

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General Conditions mentioned hereunder are mandatory & must be complied with, to avoid rejection of the offer/s.

1. **E-TENDER** to be submitted on or prior to the due date.
2. Bidders **may submit any number of offers for the coal** as specified under Section C-1(a) below.
3. Offer **must be** submitted online in accordance with the "**2-Part Bid submission format**"(Technical and commercial) as explained in Instruction to bidders.
4. Each of the two parts (Part-I - "Pre-Qualification ,Bid Quality Parameters etc" and Part-II - Price Offer") shall be submitted online (Note: In the event of non-acceptance of certain Terms in Part-I, the Bid may be rejected and Part-II may not be opened).
5. EARNEST MONEY DEPOSIT(EMD): Rs 7,00,000/-(Seven Lakhs only) should be deposited on or before one day prior to last date of Bid submission in MSTC account.

#### **MSTC Account details :**

##### **MSTC LTD**

A/c no 200000598217

IFSC CODE : INDB0000007

INDUS IND BANK

The EMD shall be submitted without any precondition to MSTC.

The EMD furnished will be forfeited if

- i) the bidder withdraws his tender at any stage before the expiry of the bid validity or backs out after acceptance.
- ii) the bidder violates any of the conditions of the tender specification.
- iii) the bidder revises any of the terms quoted during the validity period.
- iv) the BQR evidences are found to be fraudulent or non-genuine the tenderer will be blacklisted for future tenders.
- v) the bidder furnishes bogus or false particulars / information in the documents produced along with the offer.

If the successful Bidder fails to acknowledge the Letter of Intent (LoI)/DRAFT P.O. within one (1) working day from the date of letter of Intent(LoI)/DRAFT P.O. then the EMD will be forfeited.

The EMD of all the bidders except that of the successful bidder will be returned by MSTC after the acceptance of Award of the Contract to the successful Bidder.

Bid not accompanied with EMD in accordance with the above conditions will be summarily rejected by mstc

No interest will be payable by mstc on the above EMD.

6. The Originals of the documents attached/ uploaded in the e- tender in a sealed envelope should reach to Regional Manager, MSTC Limited, Third Floor, ISPAT Bhawan, No. 5, Kodambakkam High Road, Chennai-600034 latest by 17.00 Hrs on 09-6-2022., failing which the bidder is liable to be disqualified. Postal delay will not be accepted.
7. Validity of Bids :10 days from the opening of Bid Part-I and may to be extended from time to time if situations warrants due to the administrative procedures in vogue.
8. **Last Date of online E-Tender Submission:** 17.00 hours of 10 June 2022

**9. Contact person of HEL:**

**Mr. Anindya Dhar**  
**Mob: 9903010747**  
**Email id: anindya.dhar@rpsg.in**

**9-A. Schedule for receipt and opening of bids:**

A	Date & Time of Commencement of Download of Tender Specification	From 02-06-2022 , 11:30hrs
B	Date and Time of Closing of Download of Tender Specification	09.06.2022 23:30hrs
C	Due Date and Time for Submission of Techno-Commercial bid and Price bid in the e-procurement platform of MSTC at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> for the events.	17.00 hours of 10-June-2022

**B. MINIMUM QUALIFICATION CRITERIA:**

i) The bidder should have experience in supplying at least 4 lakhs MT of Imported Non-Coking Coal in each any of the two years during the last four FY (2018-2019, 2019-20,2020-2021,2021-2022)to any Industrial Units in India directly or through PSU.. In support of the above, the Bidder must enclose Performance Certificate or copies of BLs or Invoices evidencing the above quantity.

ii) The Bidder shall have pre-qualification requirement in his/its name. Consortiums are not permitted.

However,

a) HEL reserves the right to verify all or any of the above. Bidder to extend full co-operation for this.

b) Subject to HEL being satisfied about the bidder's capability to execute the supply in totality, the above conditions may be relaxed at HEL's discretion.

## C. COAL SPECIFICATION & SHIPPING DETAILS:

### 1. Specification:

HEL, at its discretion, intends to purchase any of the following types of Imported thermal coal of the desired general specification (ASTM Basis), as given below:

#### a) Indonesian / South African/Australian non-coking coal

Parameters	Specified Values	Rejection
GCV (ARB) Kcal/Kg (Guaranteed)	4200 +	200 below Guaranteed
TM% (ARB) (Guaranteed)	< 35%	> 37%
IM% (ADB)	<16%	
ASH % (ADB)	<28% (<12% for Indonesian coal)	
VM % (ADB)	30% ~ 40%	
HGI	45 – 60	
Sulphur (ADB) (Guaranteed)	<0.8%	> 1.0%
Ash Fusion Temp – IDT	> 1150° C	-
Fines	3 mm and below< 25%	

#### b) Coal of any Other Origins (subject to technical acceptance)

Note: Offers for grades other than Indonesian, South African or Australian origins shall be subject to technical acceptance. Detailed specifications, analysis reports to be attached in techno-commercial bid for approval.

Bidders may offer for all grades; selection of grade shall be at our discretion.

### 2. Shipping Details:

For the purpose of evaluation, the following may be considered:

- a. **Delivery from Port:** Ex-port Rake Loaded Basis: Paradeep /Haldia/Dhamra Port

FOR- Landed at HEL Plant Basis: Paradeepor Haldia or Dhamra Port only

- b. **Delivery Schedule:** Rake arrival (BoxN/BOBR) at Plant in June and July 2022

- c. **Rules & Regulations:** For supplies on Ex-Port Rake Loaded Basis or FOR- Landed at HEL Plant basis, Bidders must also familiarize themselves with rules & regulations applicable for the railway rake deliveries, railway logistics plans, routes, loading rules etc. for ensuring delivery to HEL Plant without any hindrance or delay and Bidders shall be responsible for effecting deliveries within the scheduled delivery period.

### 3. Source of Supply:

- a. Source Mines must be acceptable to HEL. Accordingly, HEL may request further information pertaining to quality of product, mine operations etc. of any of the source mines offered and subsequently, shall reserve the right to accept or reject such mine/s.
- b. With regards to clause 3.a above, it may be noted, following Indonesian Mines and/or Mine Locations are not acceptable to us:

- Mines located in North Barito region
  - Mines located in West Kalimantan
  - PT Manambang Muara Enim
  - PT SumberRejeckiEconomi
  - Pt Jhonlin
- c. Supplier may indicate up to a maximum of 3 Alternate Source Mines per grade-wise (if applicable) bid for our acceptance. However, offers for supply of coal from multiple sources & blended on mother vessel shall be rejected.
- d. **Bidder to submit COA of the grade of coal to be supplied.**
- e. For ex-stock cargo at Discharge Port, Bidder to submit copies of Loadport&Discharge Port CoA along with offer for evaluation.

#### **D) SCOPE OF WORK:**

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Supply of 50,000 MT +/- 5% of Imported steam Coal as per given specifications. The shipment shall reach Discharge Port and cargo cleared in all respect, for dispatch by Railway wagons (BoxN/BOBR), to reach HELPlantwithin the stipulated time.

For supply on ex-Port rake loaded basis, Vendor shall be responsible for indenting, timely placement and dispatch of BoxN/BOBRrailway rakes to HEL, such that desired delivery schedule is maintained.

Railway Freight from Port to HEL railway siding shall be paid by us to the Railways directly on e-mode. Vendor shall provide written communication to us before indenting so that necessary arrangements can be made in advance at our end for payment of Railway Freight. Vendor shall also intimate us through emails about the date and time of placement of railway rakes for loading.

Vendor shall facilitate the process with the concerned Railway authorities for receiving email containing the 'payment link', once the rake is loaded and RR is raised for e-payment of freight.

For supply on FOR-HEL Plant delivered basis, Vendor shall be responsible for indenting, timely placement, dispatch & delivery of BoxN/BOBRrailway rakes to HEL, such that desired delivery schedule is maintained.

Any & all other related services, unless specifically excluded & mentioned, and which may require to be carried out for successful performance, shall be deemed to be Vendor's responsibility.

#### **E) COMMERCIAL CONDITIONS:**

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##### **1. Quantity of Coal:**

- a. The quantity of Coal to be sold and purchased under this enquiry shall be as follows:
- a) For delivery on FOR Plant delivered basis:
- (i) The quantity of Coal shall be determined on the basis of weighment at Plant's Static weighbridge.
  - (ii) Net weight received at Plant shall be arrived by deducting gross weighment of the wagons carried out at Plant Static weighbridge with Tare Weight of the wagon measured by Plant's Static weighbridge. No empty rake weighment shall be considered for arriving at net weight received at Plant.
  - (iii) In case the weighbridge at Plant is non-functional, the 'Actual Weight' mentioned in Railway Receipt (RR) shall be taken for those unweighed wagons as receipt quantity. In case rakes are unweighed at both ends, average weight of other weighed rakes supplied till date shall be taken as receipt quantity.
- b) For delivery on ex-Port rake loaded basis:

- (i) The quantity of Coal shall be determined on the basis of weighment at Port's Static/In-motion weighbridge .
- (ii) In case wagons are unweighed at Port end, then the quantity of Coal shall be determined on the basis of weighment at Plant's Static weighbridge.
- (iii) Net weight received at Plant shall be arrived by deducting gross weighment of the wagons carried out at Plant Static weighbridge with Tare Weight of the wagon measured by Plant's Static weighbridge. No empty rake weighment shall be considered for arriving at net weight received at Plant. In case rakes are unweighed at both ends, average weight of other weighed rakes supplied till date shall be taken as receipt quantity.

## 2. **Quality Analysis:**

- a) A mutually acceptable independent inspection agency (IIA) (IGI or SGS) shall be appointed by HEL for sampling & analysis as per ASTM standard.
- b) Sampling shall be done at HEL Plant end from each rake for FOR-Plant Landed basis and at Port end from wagons for ex-Port rake loaded basis.
- c) Samples collected by IIA shall be divided into three parts. One lot for Analysis, One lot to be handed over to us and another to be kept as Referee Sample which shall be referred in the event of any quality related dispute between parties except for TM.
- d) Analysis shall be done at IIA's NABL accredited laboratory.
- e) HEL may at their discretion & cost, can appoint Inspection agent at Discharge Port prior to rake dispatches. Seller shall cooperate with them in this regard.

## 3. **Guarantees & Penalties:**

- a. Penalties on Guaranteed Parameters shall be applicable on the basis of Third-Party Analysis by the Independent Inspecting Agency (IGI or SGS) at **Discharge Port (for ex-Port Rake Loaded basis) or at HEL Plant (for FOR-Plant delivered Basis supplies) to be appointed by us, as applicable.**
- b. Penalties shall be applicable on the following guaranteed quality parameter (As determined by IIA (IGI/SGS):
  - i) In the event that Weighted average gross calorific value on 'as received basis'(GAR) disclosed on the Certificate of Sampling and Analysis at Port/Plant for the total coal delivered is below Specified GAR but within 4000 Kcal/Kg, then a penalty adjustment shall be made to the price per Metric Ton in accordance with the following formula:

Adjusted Basic rate = PO Basic Rate x (Wtd average GAR of Delivered Coal as certified by IIA) / Guaranteed GAR)

Where PO Basic Rate = Basic Rate Ex-port rake loaded basis/Basic Rate FOR Plant delivered basis

Note: GST and Cess shall be applicable on the above adjusted basic rate

In the event of analyzed GAR is less than 4000 Kcal/kg, then buyer, at its own discretion may reject the cargo or accept at mutually agreed rate.

- ii) For correction of quantity due to Total Moisture, the results as certified by IIA shall be final.

Corrections will be done as follows:

**i) For Total Moisture {As Received Basis (ARB)} 35 < TM ≤ 37**

**Weight of Coal to be reduced (For 35 < B ≤ 37) =  $A \times 0.13 \times (B - (C \times (100 - B) / (100 - C))) / 100$**



ii) For Total Moisture {As Received Basis (ARB)} TM > 37 %, either double penalty as below shall be imposed or the coal may be rejected at the Buyer's sole discretion

**Double penalty shall be calculated as follows : Weight of Coal to be reduced (For B>37) =  $2 \times A \times 0.13 \times (B - (C \times (100 - B) / (100 - C))) / 100$**

(where A is Coal received weight, B is percentage value of Total Moisture of coal received, C is the base parameter value of Total Moisture)

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

iii) For penalty on Sulphur, the results as certified by IIA shall be final.

**i) For Sulphur {Air Dried Basis (ADB)} 0.80 < Sulphur <= 1.00**

A penalty at the rate of **Rs.200 per Metric Tonne** for every increase of 0.1% in Sulphur or part thereof shall be levied.

**ii) For Sulphur {Air Dried Basis (ADB)} Sulphur > 1.00, either double penalty as below shall be imposed or the coal may be rejected at the Buyer's sole discretion**

The double penalty shall be calculated at the rate of **2 x Rs. 200/- per Metric Tonne (i.e. Rs. 400/- per Metric Tonne)** for every increase of 0.1% in Sulphur

Sulphur content below the base parameter value of Sulphur shall be ignored.

**Note:** Please do not mention a "Range" for above quality parameter.

- c. **No Premium/Bonus** shall be payable for supply with "Better than Guaranteed" specification.
- d. Quality Analysis Reports at Discharge Ports shall include (i) Ultimate Analysis; (ii) Proximate Analysis; (iii) Sieve Analysis and (iv) AFT.
- e. For delivery on ex-port rake loaded basis delivery, while loading of rakes, care shall be taken by Buyer to keep the weight within the railway norms. Gross underloading/overloading shall be avoided at all times. An underloading tolerance of 3 MT per wagon and no overloading tolerance shall be permitted. U/L beyond 3 MT and O/L charges, as charged by the Railways, shall be to your account and shall be adjusted while making the 10% payment.

#### 4. **Liquidated Damages:**

Further for supplies on landed basis, in the event rake arrivals at plant is delayed by more than 7 days from agreed scheduled arrival, Liquidated Damages shall apply @ 0.5 % of the basic price per day for the said rake subject to a maximum of 5%. In the event rake arrivals are delayed by more than 10 days, HEL at their discretion may cancel the contract and/or arrange for alternate supplies as per Risk Purchase Clause terms applicable.

#### 5. **Price Quote:**

##### **(i) Ex-Port rake loaded basis**

- a. **Total Price** in INR per MT.

Offered price shall be inclusive of all costs, taxes, duties, GST Compensation Cess, customs duties, port charges, crane charges, clearing & forwarding charges, stevedoring, handling

charges, plot rents, vessel related costs, demurrage costs, insurance charges and all other associated charges viz. cost of protection, preservation of cargo, dock & harbor dues and other incidental/necessary expenses which are customarily payable or required to be incurred till loading on to railway rakes. Railway Freight shall be borne by HEL.

- b. **GST** Rate as applicable (At present for coal: 5%) & GST COMPENSATION CESS AS APPLICABLE (At present Rs 400/MT)

(ii) **FOR -Landed at Plant Basis**

- a. **Landed Price** in INR per MT delivered at HEL Plant,.  
Offered price shall be inclusive of all costs, taxes, duties, GST Compensation Cess, customs duties, port charges, crane charges, clearing & forwarding charges, stevedoring, handling charges, rents, vessel related costs, demurrage costs, insurance charges and all other associated charges viz. cost of protection, preservation of cargo, , dock & harbor dues and other incidental/necessary expenses which are customarily payable or required to be incurred till delivery at HEL Plant including Rail Freight but excluding GST which shall be payable extra.
- a. **GST** Rates as applicable (At present for coal: 5%) & GST COMPENSATION CESS AS APPLICABLE (At present Rs 400/MT)

Note: No other charges other than above mentioned Price & GST, shall be payable.

6. **Payment Terms & Supply Basis:**

Payment shall be made in INR through a Sight Letter of Credit (LC) opened in favour of Vendor for the Shipment. Such LC shall be opened on a scheduled bank in India and shall be freely negotiable at Vendor's nominated bank. **Confirmation, if any, will be at the cost and request of the beneficiary**

We shall establish the said LC, which shall be sufficient to cover the minimum deliverable quantity of the Shipment under our purchase order, i.e. 50,000 MT value of the cargo, subject to receipt of an acknowledged copy of the Purchase Order.

The LC shall be in a form consistent with standard banking practice. The LC shall provide for presentation of documents, as per Clause below, at the counter of negotiating bank for negotiation.

- A) The following documents are required for the Letter of Credit negotiation for the invoice value:

(a) Payment of 90% Invoice:

- i. One original and two copies of your commercial invoices
- ii. Copy of RR evidencing Actual Weight. In case of non-weighment at Port weighbridge, copy of Weighment Certificate from HEL Plant.
- iii. Copies of import documents evidencing ownership: BL, COO, Bill of Entry (price values may be blanked off) for the cargo supplied.

(b) Payment of 10% Invoice:

- i. One original and two copies of your commercial invoices with price adjustments, if any.
- ii. Copy of RR evidencing Actual Weight. In case of non-weighment at Port weighbridge, copy of Weighment Certificate from HEL Plant.  
Copy of Certificate of Sampling & Analysis issued by IIA at Discharge Port (Weighted average).

**F) EVALUATION BASIS:**

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Accepted Offers shall be evaluated on the following basis –

1. Total landed cost for per MT:

a) FOR EX-PORT RAKE LOADED BASIS

Landed cost : Basic Price ex-port rake loaded basis (Rs/MT) + GST(5%) + GST COMPENSATION CESS (RS 400/MT) + Rail freight charges with applicable GST

b) FOR-PLANT DELIVERED BASIS

Landed cost :Basic Price inclusive of Freight (Rs/MT)+ GST(5%)+ GST COMPENSATION CESS( RS 400/MT)

2. Low landed cost on 4200 GARbasis as delivered to our Power Station (all inclusive)
3. Specification & technical suitability
4. The railway freight charges, including GST,are as follows

**Paradip (CBSP) to HEL(HEBS) : Rs 1107.44**

**Haldia (HDCB) to HEL(HEBS): Rs 226.80**

**Dhamra (DPCB) to HEL(HEBS): Rs 837.06**

5. Reverse Auction shall be conducted for the landed cost Per MT as delivered to Power Station (all inclusive) and GAR calculated on proportionate basis at 4200 GAR.Bidders offering on Ex.Port Rake Loaded basis should include Railway freight charges as mentioned on Sl.no 4 depending on the port while submitting their bids in reverse auction for sake of online comparison with For Plant delivered basis . Please note that for Ex.port rake basis , Railway freight charges will be paid by HEL.

**G) SPECIAL CONDITIONS:**

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Notwithstanding anything mentioned herein above, HEL reserve the right to –

1. Decide on the quality of coal to be imported.
2. Cancel/withdraw/modify this Invitation for Bid, partially or fully, without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
3. Purchase Order placed on successful Bidder shall be in accordance with our standard terms & conditions. Your participation in the Tender shall mean your acceptance of our standard terms & conditions.
4. As Proof of Ownership, seller shall submit copies of the following documents of the Coal to be supplied to Buyer under the terms of the PO:  
Bill of Lading (with endorsements, if any),  
Certificate of Origin,  
Loadport Certificate of Sampling & Analysis,  
Copy of Customs cleared Bill of Entry

**H) INDEMNITY:**

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The Supplier assumes responsibility for and shall indemnify and save harmless HEL, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Supplier's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Supplier in connection with performance of the Scope of this Contract. Supplier to take sole control of the defense of such claims. The Supplier shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify HEL. HEL shall not in any way be responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Supplier under this Contract.

**I) SETTLEMENT OF DISPUTES:**

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A) Disputes, Differences, Questions on issues other than Quality Related:

- i. If at any time, any questions, disputes or differences other than relating to quality of coal, arise between the parties, in connection with or related to this Purchase Order, both parties at first instance shall attempt to resolve the dispute through dialogue and/or written correspondence. The mutually agreeable decision through such process shall be minuted& signed by authorized representatives of both the parties and shall be given effect to.

- ii. If at any time, any questions, disputes or differences other than relating to quality of coal, arise between the parties in connection with or related to this Purchase Order, which could not be resolved through the process of Dispute Redressal above, either party shall, as soon as reasonably practicable, give to the other party notice in writing of the existence of such question, dispute, or difference specifying its nature and the points at issue, and the same shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 by Sole Arbitrator, appointed mutually by HEL and you. The award shall be speaking award accepting or rejecting full or in part, the claims and counter claims of the party's item-wise with reasons. The language of arbitration shall be English and venue shall be at Kolkata, West Bengal, India.
- B) If at any time, any questions, disputes or differences about quality of coal (Quality Dispute) arise between the parties that relate to the quality of coal, as applicable the referee sample HEL by the Independent Inspecting Authority, will be used to re-analyse and determine the quality of coal through a mutually agreeable & reputed test laboratory/company.

#### **J) RISK PURCHASE:**

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In the event of Seller's failure to execute the order as per the delivery schedule and other terms and conditions stated in the Purchase Order including amendments if any (together the "PO"), Buyer, with prior written intimation to Seller, shall reserve the right to purchase the material of similar grade & quality from other source(s) at Seller's cost and risk, either in whole or in part, which Seller failed to deliver. In such case, Buyer shall cancel or short close the Order placed on Seller in full or in part and raise a debit note on Seller for the differential cost between the alternative arrangements and Seller's Order value (on quantity & delivered energy cost adjusted basis), including all incidental charges, However, claim for all such incidental charges shall be subject to both Parties agreeing. In case the procurement cost through alternative source(s) becomes lower, no benefit on this account shall be passed on to Seller.

Notwithstanding the actions as stated above, Buyer reserves the right to terminate business dealings with Seller in future.

#### **K) TERMINATION:**

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HEL on its discretion, reserves the right to terminate the Contract either in part or in full. HEL shall in such an event give one week notice in writing to the Supplier of his decision to do so.

#### **f) TRANSACTION FEES**

A transaction fee of Rs 10 per tonne (Plus GST) of the bid quantity will be deducted from successful bidder.

MSTC shall deduct the transaction fee from the successful bidder from the Pre-Bid EMD submitted by them.

Transaction fee will be calculated on the bid quantity allotted, GST or any other Govt. levies / taxes / charges chargeable on the Transaction fee of MSTC will be payable by the successful bidder over and above the transaction fee. This transaction fee along with applicable GST shall be non refundable.

#### **h) SIGNATURE OF THE BID:**

The bid documents uploaded must contain the name, designation and the places of business of the person or persons making the bid and must be signed and affixed with seal by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

Each and every page of the Bid documents should be serially numbered and properly signed. Signed document should also be uploaded in the website.

Bids by Corporation/company must be signed with the legal name of the Corporation/company by the President, Managing Director or by the Secretary or other person or persons authorized to sign on behalf of

such Corporation/Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall invariably be furnished with the bids.

The Power of Attorney (PoA) should be executed to authorize the person signing, preparing, submitting the bids/ documents both electronically and physically (of the uploaded documents) and for execution of the contract. The Power of Attorney should be authenticated by executing before a Notary public or a Oath Commissioner, if executed within India or before the Indian Consulate, if executed Overseas. The PoA requires to be stamped as per the Indian Stamp Act and Tamil Nadu State Amendments thereto.

**1)Issuance of LOI(Letter of intent)/ Purchase Order** :HEL will examine the Lowest bid obtained in the e-tender and reverse auction and issue LOI(Letter of intent ) towards acceptance of bid. Bidder should sign the document as a token of acceptance and submit it within 1 day from the date of issue of LOI.After receipt of acceptance,Formal Purchase order shallbe issued by HEL.

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PRICE TO BE QUOTED ONLINE and Not to be filled here.

## Price bid format –E-Tender

Ref: e-Tender No. **MLS/SRO/Operations/2/22-23/ET/3**

### A. FOR EX-PORT RAKE LOADED BASIS

Port Name	Quantity (MT)	Basic Price ex-port rake loaded basis (Rs/MT) (A)	Total Price (Rs/MT) (B)
Paradip			
Haldia			
Dhamra			
TOTAL			

where Total Landed Price (B) = A + GST (5%)+GST COMPENSATION CESS (RS 400/mt) + Railway Freight  
Please note that Bidder can enter quantity & Basic price Ex-port rake loaded basis Only. All other factors such as GST, CESS,RAILWAY FREIGHT will be added to get Total Landed cost.

### B. *FOR-PLANT DELIVERED BASIS*

Port	Quantity (MT)	Basic Price inclusive of Freight (Rs/MT) (A)	Total Price (Rs/MT) (B)
From Paradip			
From Haldia			
From Dhamra			
TOTAL			

where Total Price (B) = A + GST (5%)+GST COMPENSATION CESS (RS 400/mt)

Please note that Bidder can enter quantity & Basic price inclusive of Freight Only. All other factors such as GST,CESS will be added to get Total Landed cost.

Model Calculation :

Applicable GST ON COAL @ 5%&GST COMPENSATION CESS : RS : 400/mt

Landed Price per MT,inclusive of GST&GST COMPENSATION CESS, shall be calculated as follows:

i) Bidders who are offering on ex-port rake loaded basis shall add the corresponding railway freight from the port to destination to arrive at the Landed price of coal

e.g.

i) For a bidder, offering from either Paradip or Haldia or Dhamra ports on single port basis, landed price shall be obtained by adding the corresponding railway freight from the port to destination

e.g. Bidder offering 50,000 MT from Paradip only

Bidder's ex-Paradip rake loaded basis Price inclusive of GST &GST COMPENSATION CESS = Rs 6000/MT

Railway freight from Paradip to HELPlant inclusive of GST = Rs 1107.44/MT

Landed Price = 6000 + 1107.44 = Rs 7107.44

ii) For a bidder, offering on multi-port port basis, i.e.Paradip/Haldia or Dhamra/Haldia ports, weighted average landed price, shall have to be considered.

e.g. Bidder offering 30,000 MT from Paradip and 20,000 MT from Haldia

Bidder's ex-Paradip rake loaded basis Price inclusive of GST & GST COMPENSATION  
CESS = Rs 6000/MT  
Railway freight from Paradip to HEL Plant inclusive of GST = Rs 1107.44/MT

Bidder's ex-Haldia rake loaded basis Price inclusive of GST & GST COMPENSATION  
CESS = Rs 6500/MT  
Railway freight from Haldia to HEL Plant inclusive of GST = Rs 226.80/MT

Weighted average Landed Price =  $\frac{((6000+1107.44)*30000 + (6500+226.80)*20000)}{50000}$   
= Rs 6955.18

**C. REVERSE AUCTION :** Landed Price per MT, inclusive of GST & CESS .

Reverse Auction shall be conducted for the landed cost for Per MT as delivered to Power Station (all inclusive such as GST,CESS etc) and GAR calculated on proportionate basis at 4200 GAR. Bidders offering on Ex.Port Rake Loaded basis should also include Railway freight charges as mentioned on Sl.no 4 depending on the port while submitting their bids in reverse auction for sake of online comparison with For Plant delivered basis . Please note that for Ex.port rake basis , Railway freight charges will be paid by HEL

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## **SCHEDULE – A**

MLS/SRO/Operations/2/22-23/ET/3

PROCESS COMPLIANCE STATEMENT (on Company's letterhead)

Bid Event to be held for Procurement of **Imported Steam Coal**

HEL TENDER

Name of the Organization: \_\_\_\_\_

The following terms and conditions are deemed as accepted by us for participation in the above bid event. We have accepted the auction rules on participation at the bid event. The award decision by HEL would be final and binding on us.

1. We will not divulge either our bids or those of other bidders to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of MSTC's portal, bid process, bid technology, bid documentation and bid details.
3. We agree that all times mentioned for the e – tender and e- reverse auction events are as per MSTC Server time based on IST.
4. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of HEL/MSTC.
5. Based on the competitive quotes received, HEL's decision will be final and binding on us.
6. Our participation in a bid event is by invitation from HEL
7. HEL is not obliged to place the contract if the expected price of the lots or event is not met. HEL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
8. Bids once finally submitted cannot be withdrawn or modified under any circumstances.
9. HEL can decide to extend, reschedule or cancel the e-bidding/E-auction.
10. Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid in reverse E-Auction.
11. We shall indemnify and hold HEL /MSTC, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
12. HEL /MSTC or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
13. HEL/ MSTC will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-bidding and auction event.
14. Validity: The bidders should keep their bids valid for a period of 15 DAYS from the date of the opening of techno-commercial bid. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and HEL may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

We agree to have read, understood, agreed in toto and to abide by this statement.

Organization

Name

Designation

Signature & stamp /seal

Date & Place



**SCHEDULE-B**  
MLS/SRO/Operations/2/22-23/ET/3  
CERTIFICATE REGARDING ACCEPTANCE OF NO DEVIATIONS  
(On the letter head of the Bidder)

Ref. No.. .....Date: .....

To  
MSTC LIMITED  
CHENNAI

Sub: e-Tender NO **MLS/SRO/Operations/2/22-23/ET/3**

Dear Sir,

1.0 With reference to our Bid for Lot 1 for the subject tender specification as above, we hereby confirm that we comply with all terms ,conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) /Clarification(s) /Addendum / Errata / Corrigendum (if any) issued by the Tender Inviting Authority prior to opening of TechnoCommercial 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.

2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s)/Addendum/Errata/ Corrigendum (if any) as mentioned at 1.0 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 Tender Inviting
- Authority, failing which the EMD shall be forfeited.

Place:

Date:

Signature .....

Name .....

Designation .....

Seal .....

## **SCHEDULE C**

### **QUALITY PARAMETERS, SOURCE INFORMATION & PRICE OFFER**

**E-TENDER REFERENCE:** MLS/SRO/Operations/2/22-23/ET/3

- IMPORTANT:** 1. ALL INFORMATION **MUST** BE FILLED UP/PROVIDED  
2. BID SERIAL NUMBER TO BE FILLED IN CASE OF MULTIPLE OFFERS

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**BIDDER INFORMATION:**

BIDDER'S NAME:	
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**SOURCE DATA: (MULTIPLE/OPTIONAL MINES ACCEPTABLE FOR SAME GRADE)**

COUNTRY OF ORIGIN:	
NAME OF MINE/S: (MAXIMUM 3)	<div style="display: flex; flex-direction: column; gap: 5px;"> <div>1.</div> <div>2.</div> <div>3.</div> </div>
LOADING PORT/S:	<div style="display: flex; flex-direction: column; gap: 5px;"> <div>1.</div> <div>2.</div> <div>3.</div> </div>
DISCHARGE PORT:	<div style="display: flex; flex-direction: column; gap: 5px;"> <div>1.</div> <div>2.</div> <div>3.</div> </div>

**SPECIFICATION: (ASTM BASIS)**

GCV (ARB) KCAL/KG MIN		SULPHUR (ADB) MAX%	
TOTAL MOISTURE (ARB): MAX %		VM (MIN – MAX) ADB %	
INHERENT MOISTURE (ADB)%		HGI	
ASH FUSION (INITIAL DEFORM.)		ASH(ADB): MAX %	
SIZE: (-50, -200 ETC)		SIZE: MAX % -3MM	

**A. FOR EX-PORT RAKE LOADED BASIS**

Port Name	Quantity (MT)
From Paradip	
From Haldia	
From Dhamra	
TOTAL	

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**B. FOR-PLANT DELIVERED BASIS**

Port	Quantity (MT)
From Paradip	
From Haldia	
From Dhamra	
TOTAL	

- **SAMPLE COA (PROXIMATE, ULTIMATE AND SIEVE ANALYSIS) TO BE ATTACHED**
- PENALTY & REJECTION APPLICABLE TO "BLUE" (PENALTY FOR SLIPPAGE FROM GUARANTEED SPECIFICATIONS FOR GAR
- ONLY REJECTION APPLICABLE TO "RED" (FOR SLIPPAGE FROM GUARANTEED SPECIFICATIONS FOR TM , ASH, AFT, SULPHUR& SIZE.
- PLEASE MENTION ABSOLUTE VALUES FOR ALL (EXCEPT IM, VM & HGI WHICH MAY HAVE RANGES)

Name  
Designation  
Signature & stamp /seal  
Date & Place

## SCHEDULE D

**E-TENDER REFERENCE:** MLS/SRO/Operations/2/22-23/ET/3

**A. FOR EX-PORT RAKE LOADED BASIS**

Port Name	Quantity (MT)	Basic Price ex-port rake loaded basis (Rs/MT) (A)		Total Price (Rs/MT) (C)
Paradip				
Haldia				
Dhamra				
TOTAL				

**B. FOR-PLANT DELIVERED BASIS**

Port	Quantity (MT)	Basic Price inclusive of Freight (Rs/MT) (A)		Total Price (Rs/MT) (C)
From Paradip				
From Haldia				
From Dhamra				
TOTAL				

Name  
 Designation  
 Signature & stamp /seal  
 Date & Place