



The State Trading Corporation of India Ltd.

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001

Tel.No. (91-11)-23711409; Fax No. (91-11)-23701203

AC DIVISION

TENDER FOR IMPORT OF RICE

TENDER NO: STC/AC/RICE/IMP/01/2014-15

DT: 08/09/2014

Tender Closing Time & Date: 15:00 hours Indian Standard Time (IST) on 23rd September, 2014

STC of India Ltd, New Delhi, INVITES SEALED BIDS FROM OVERSEAS SELLERS FOR IMPORT OF 10,000 MTS (+/-2%) to be delivered at FCI godowns in Indian state of Manipur (India).

The bids are invited from prospective overseas suppliers of rice (Crop Year: Latest) for delivery during 15th October to 15th November, 2014 at FCI godowns in Indian state of Manipur. The prospective bidders are requested to submit their bid(s) specifying following:

1. Quantity to be offered: 10,000 MT +/- 2%
2. Minimum quantity: 5000 MT +/- 2%
3. The price in EURO per metric ton (PMT) basis
4. Bid Bond in EURO for 3% of total value of the bids to be submitted in the form (As per Annexure-IV).

The detailed terms & condition of the tender are as follows:-

(I) COMMODITY: White Rice 25% Broken (supplier to specify country of origin).

(II) PACKING: The rice shall be packed in uniform, new strong polypropylene bags of international export standard (colour White), with minimum weight of 140 g containing not less than 50 kgs net per bag, securely DOUBLE machine stitched/ sealed at the mouth.

(III) SPECIFICATIONS:

Sl. No.	Refractions	Maximum Limit (%)
1.	Brokens (2/3 basis)	25
2.	Foreign Matter	0.5
3.	Damaged/Slightly	3.00

	Damaged Grains	
4.	Discoloured Grains	3.0
5.	Chalky Grains	5.0
6.	Red Grains	3.0
7.	Admixture of lower class	6.0
8.	Dehusked Grains numbers/kg	13.0
9.	Moisture content	14.0

(IV) QUANTITY OF IMPORT:

Total quantity for import is 10,000 MT (+/- 2%) at Buyer's option
Supplier to quote for a minimum quantity of 5000 MT (+/- 2%)

(V) DELIVERY PERIOD: 15th October to 15th November, 2014

(VI) PRICE:

To be quoted in EURO PMT for delivery at designated FCI godowns in Manipur.
Price to be quoted in Annexure-II in EURO/ PMT net delivered weight and quality basis on the following terms of Payment .

100% payment at Sight through L/C on presentation of stipulated documents as per clause ix to the bank.

(VII) Custom Clearance:

It is the responsibility of supplier to clear the cargo at land custom for onward delivery to FCI godowns in state Manipur as per Annexure-1. Cost of unloading and other incidental cost at FCI godown to the buyer's account.

(VIII) INSPECTION

The nominated surveyor would inspect the cargo with respect to quality/quantity before shipment at load point. The same surveyor shall also inspect the goods for quantity and quality at unloading point of FCI godowns in India. The cost of inspection is on account of buyer. In case of rejection at unloading point or any intermediary stage, say at the land border custom all the expenses and incidentals in respect of taking back the goods would be the responsibility of supplier. STC is no way responsible to any other cost/expenses or any liability on account of rejection cost.

(IX) QUANTITY, WEIGHT & QUALITY: Independent reputed international inspection agency nominated by the Buyer at buyer's cost shall inspect cargo at nominated godowns of FCI in Manipur (India). In case of rejection by the Independent inspection agency, the supplier shall replace the rejected cargo with fresh stocks conforming to the Contractual quality specification.

(X) INSURANCE: To be taken by seller upto FCI godown at final destination, in state of Manipur at their cost.

(XI) PAYMENT: Buyer shall open irrevocable, non-transferable L/C from a reputed bank in favor of seller. The L/C shall be payable at sight for 100% value against submission of following documents:

- A) Suppliers signed Commercial Invoice in Quadruplicate.
- B) Full set of Original Lorry Receipt marked "Freight Prepaid".
- C) Certificate of Origin issued by the concerned Chamber of Commerce in Triplicate.
- D) Certificate issued by the Govt. Nominated Official Agency certifying that rice consignment is fit for human consumption.
- E) Certificate of Weight and Quality issued by nominated Inspection Agency at designated FCI godown.
- F) Details of packing specifications and weight certificate.
- G) Fumigation Certificate by government authorized agency certifying that rice consignment has been fumigated prior to delivery at FCI godown.
- H) Phytosanitary Certificate in conformity with accepted international convention and phytosanitary regulations of India.
- I) Crop Year Certificate from the concerned authority
- J) Certification that commodity is not produced from genetically modified organisms (GMO) issued by Competent Authority.

(XII) FUMIGATION:

- a. The rice consignment must be treated by appropriate fumigant prior to delivering strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003' with schedules and subsequent amendments
- b. Seller must ensure conformity to quality requirements pertaining to " Grain for consumption from any country should be free from granary weevil (Sitophilus granaries) and fumigated with Methyl Bromide @ 32 /g/cu.m at 21O C and above for 24 hrs under NAP and the treatment to be endorsed on phytosanitary certificate"

(XIV) BID BOND/EARNEST MONEY DEPOSIT: The offer shall be accompanied by a BID BOND in Euro, as per STC's standard format in favour of " The

STC of India Limited” payable at New Delhi of a value of 3% value of the bid. In case of unsuccessful bidders, the EMD/BID BOND shall be refunded/returned without interest. Bid Bond shall be valid upto 23.10.2014.

(XV) PERFORMANCE BANK GUARANTEE: In case of confirmation of business, successful supplier shall provide performance bank guarantee in Euro equivalent to 3% value of the contract within five working days from the date of finalization of business as per STC’s standard format , failing which STC reserve rights to forfeit/invoke the EMD/Bid Bond. The PBG shall be valid for six month from the date of issue of PBG.

(XVI) GENERAL CONDITIONS:

1. Offers from bidders who have been blacklisted by Govt./Govt. agencies are liable to be rejected.
2. Bids are to be made in the Price Bid format – **Annexure-II**
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID VALUE are liable to be rejected. STC reserves the right to reject any bid without assigning any reasons. Bid received by fax shall not be entertained.
4. Bidders to certify as per Certificate - **Annexure-III**, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
5. STC reserves the rights to cancel the tender in totality without assigning any reason.
6. In the event of any disputes the Court at Delhi will have jurisdiction.
7. The tender is subject to the policy of the Government of India for import of rice as applicable from time to time
8. Integrity pact to be signed by supplier as per the attached format Annexure VI along with bid documents.
9. Payment to foreign supplier will be through LC through banking channels and such counter parties banks/ beneficiaries which appear on sanction/restricted list should be excluded. Supplier should check the same before submitting the bids.

(XVII) SUBMISSION OF BIDS & VALIDITY

The bids complete in all respects addressed to General Manager, AC Division, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 (India), should be deposited in sealed envelope in Tender Box at ground floor (Reception), at the above address **latest by 15:00 hours IST on – 23rd September, 2014 and offer to be valid till 07th October, 2014; 17:00 HRS IST.**

The bids shall be opened at **15:30 hours IST on 23.09.2014** in STC office at above address. Bidders or their authorized representatives may attend the opening of the tender.

Annexure –I

Designated FCI Godowns in Manipur(India) for receiving Rice

S.NO	Receiving center/godown	Storage capacity in MT
1	Sangaiprou	13090
2	Koirengei	4000

Annexure-II

Tender No.STC/RICE/IMP/2014-15/01

**PRICE BID
(To be completed by bidder)**

A. Name of Bidder: _____
Address: _____
 Tel No. _____ Fax _____ E.Mail _____
Contact Person: _____

DETAILS OF BID VALUE:

Demand Draft No./Bond Value	Date	Drawn on	Amount (in Euro)

1. Offered quantity :MT+/- 2%
2. Minimum quantity : 5000 MT +/- 2%

Price : in Euro PMT on delivered at FCI godown at Mizoram

Sl. No.	Name of Godown	Price for delivery at Godown in Euro PMT
1.	Sangai prou	
2.	Koirengei	

Shipment period	15th October to 15th November, 2014
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**Name & Signature of the Bidder
With seal of Designation**



Annexure-III

**TENDER NO.STC/AC/IMP/RICE/2014-15/01
DATED 08Th SEPTEMBER, 2014**

CERTIFICATE

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt./Govt. agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal



Annexure-IV

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India)

M/s STC Of India Limited.,
Jawahar Vyapar Bhawan
Tolstoy Marg
New Delhi-110001

Dear Sirs,

WHEREAS M/s _____(offeror) has offered to supply a quantity of _____MT of WHITE RICE to STC Limited, hereinafter referred to as "STC " and the offeror is required to submit a Bid Bond value of EURO _____ or 3% value of the BID whichever is higher as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC the amount of EURO _____, in case the offeror wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said offeror. Any such demand in writing made by STC shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. On receiving the demand from STC the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till _____ - at New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to EURO _____(EURO _____only) and it will remain in force upto _____ in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, _____Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the offer or and any change in the constitution of said offeror/STC.

DATED:

FOR

PLACE:

BANK

N.B. : Bid bond to be furnished in EURO only. Bid bond in Indian Rupees will not be accepted.

Annexure-V

PERFORMANCE GUARANTEE Format

(To be executed by any first class International Bank and issued by their correspondent Bank in India)

M/s STC Of India Limited.,
Jawahar Vyapar Bhawan
Tolstoy Marg
New Delhi-110001

1. Against Contract No./LOA _____ Dated _____ entered into between the STC Limited (hereinafter called the Buyer) and M/s _____ (hereinafter called the Seller) this is to confirm that at the request of the Seller, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of EURO _____ without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of EURO _____ will accordingly forthwith be paid without any conditions or requirement of any proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.
2. It is fully understood that this guarantee is effective for the period (upto nine months from the date of issue of PBG) and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.
3. We, _____ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.
4. We _____ Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Seller/Buyer.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in India alone.
6. Our liability under this Bank Guarantee shall not exceed EURO _____.
7. This Bank Guarantee shall be valid upto _____.
8. This Guarantee will be valid for invocation in India upto one month from the date of expiry of validity of PBG.

FOR _____ BANK
ACCEPTED

ANNEXURE VI
INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 hereinafter referred to as “STC”,

And

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

Preamble

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

STC has invited tenders for purchase of and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors.

In order to achieve these goals, STC has appointed Mr. Ashok Sinha and Mr. Kaushlesh K Sinha as an Independent External Monitors (IEMs). Contact details of IEM are as under:

Mr. (Name of IEM)
C/o Chairman & Managing Director,
STC of India Ltd.,
Jawahar Vyapar Bhawan.,
Tolstoy Marg
New Delhi-110001

IEM will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

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

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand,

take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

- b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. STC will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder/Contractor

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

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

of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

- e. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

- (1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.
- (2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

- (1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

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

- (1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.
- (2) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

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

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

Section 8 – Independent External Monitor /Monitors

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- (4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.
- (2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

**(For & On behalf of STC)
Bidder/Contractor)**

(For & on behalf of The

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1 :Name & Address

Witness 2 :Name & Address