

**THE STATE TRADING CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
JawaharVyaparBhawan, Tolstoy Marg,
New Delhi 110001**

**BRANCH OFFICE: "STC TRADE CENTRE", 6th Floor, 7/ANandini Layout,
Bangalore-560 096**

Email: bangalore@stclimited.co.in

Phone: 080-23198802/01 Fax : 080-23198800

**NOTICE FOR INVITING TENDER FOR SUPPLY OF CASHEWNUTS & ELAICHI &
DRY GRAPES.**

Notice No: STC/AC/05/2016-17

Dt:18.11.2016

Website: www.stclimited.co.in

SECTION 1. INVITATION FOR TENDERS (IFT):

- 1) STC, Bangalore Branch invites tenders from producers/wholesales/dealers/eligible tenderers for supply of the following materials.

| SI No | Description of the Item | Quantity |
|--------------|---|-----------------|
| II | Supply on 6 months requirement Basis | |
| 1 | Cashew Nuts | 2000 Kgs |
| 2 | Elachi | 150 Kgs |
| 3 | Dry Grapes | 1000 Kgs |

2) Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

3) Tenderer should pay the Earnest Money Deposit (EMD), and which shall be paid using any of the following **Payment Modes:** National Electronic Fund Transfer (NEFT) / RTGS in Indusind bank.

4) Other details can be seen in the tender documents.

Date of commencement of Tender Download: 18.11.16

Last date for submission of Tender : on 24.11.16 till 12 pm

Date of opening of Technical Tender : on 24.11.16 at 12.30 pm

**For The STC of India Ltd;
Branch Manager**

Note:**Important Instructions to Tenderers:**

The tenderer must affix the seal and signature on the following sheets of the tenderdocument without fail, otherwise the tender will not be considered.

1. Tenderer should provide **Food Grade Certificate / COA** from any NABL certified laboratories.
2. Specification of the item for which the tender is submitted.
3. Tender Form. (Section VIII).
4. Proforma for performance statement for the last Five years (Section XI)
5. Details of Tenderer (ANNEXURE – A)
6. Data on Firm (ANNEXURE – B)
7. EMD particulars ANNEXURE ‘C’
- 8.** Check List
9. Declaration on Letterhead of the Firm / Tenderer:

I/we hereby confirm that, I/we have studied the contents of tender documents Part I & II and have understood the tender/contract terms & conditions, specification/s of goods tendered. My/our above offer is strictly in accordance with these requirements. Also, I/we hereby agree that, the decision of Branch Manager, STC, shall be final in any dispute regarding terms & conditions of this tender

Signature and seal of the Tenderer

SECTION II: INSTRUCTIONS TO TENDERERS
TABLE OF CLAUSES

| Clause No. | Topic |
|--|---|
| A. Introduction | |
| 1. | Eligible Tenderer |
| B. Tender Documents | |
| 2. | Contents of Tender Documents |
| 3. | Amendment of Tender Documents |
| C. Preparation of Tenders | |
| 4. | Language of Tender |
| 5. | Documents Comprising the Tender |
| 6. | Tender Form |
| 7. | Tender Prices |
| 8. | Tender Currency |
| 9. | Documents Establishing Tenderer's Eligibility and Qualifications |
| 10. | Documents Establishing Goods Eligibility and Conformity to Tender Documents |
| 11. | Earnest Money Deposit |
| 12. | Period of Validity of Tenders |
| 13. | Format and Signing of Tender |
| D. Submission of Tenders | |
| 14. | Sealing and Marking of Tenders |
| 15. | Deadline for submission of Tenders |
| 16. | Late Tenders |
| 17. | Modification and Withdrawal of Tenders |
| E. Tender Opening and Evaluation of Tenders | |
| 18. | Opening of Tenders by the Purchaser |
| 19. | Preliminary Examination |
| 20. | Evaluation and Comparison of Tenders |
| F. Award of Contract | |
| 21. | Post-qualification |
| 22. | Award Criteria |
| 23. | Purchaser's Right to Vary Quantities at Time of Award |
| 24. | Purchaser's Right to Accept any Tender and to Reject any or all Tenders |
| 25. | Notification of Award |
| 26. | Signing of Contract |
| 27. | Performance Security |

SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

11.1 Eligible Tenderers

1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by The State Trading Corporation of India Ltd.

B. The Tender Documents

12.1 Contents of Tender Documents

2.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

A) Technical Tender Part-I consists of:

- (a) Instructions to Tenderers (IIT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form;
- (g) Earnest Money Deposit Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization / Guarantee Form
- (l) Equipment and Quality Control Form
- (m) Annexure A, B & C

B) Commercial Tender Part-II Consists of:

- (a) Commercial Tender Part-II
- (b) Commercial tender Price Quote

2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

3. Amendment of Tender Documents

- 3.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 3.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 3.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, The Branch Manager, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

4. Language of Tender

- 4.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

5. Documents Comprising the Tender

- 5.1 The tender prepared by the Tenderer shall comprise the following components:
 - (a) A Tender Form and a price schedule completed in accordance , with ITT Clauses 6, 7and 8;
 - (b) Documentary evidence established in accordance with IIT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with ITT Clause 10 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents.
 - (d) Earnest money deposit furnished in accordance with ITT Clause 11.

6. Tender Form

- 6.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

7. Tender Prices

- 7.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

- 7.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

9.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

9.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified)
- that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

9.3 Submission of Sample:

- a. Samples conforming to **STC's** specification /s to be submitted within the due date of tender submission.
- b. Non submission of sample in time shall disqualify the tenderer from the participation.

10. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

10.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

10.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser.

11. Earnest Money Deposit

11.1 An E.M.D shown below will have to be submitted by the tenderers taking into account the following conditions:

EMD will be accepted in the form of electronic cash in any of the designated **Indusind Bank**, branches local across the country (not through Bank Guarantee) .

- a) The entire EMD amount for a particular tender has to be paid in a single transaction.
- b) **Account no: 20000888095**
IFSC code: INDB0000008
Account Type: Current

11.2 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.

11.3 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 11.7.

11.4 The earnest money deposit shall be denominated in Indian Rupees and shall:

- **at the tenderer's option to pay,**

Payment Modes: National Electronic Fund Transfer (NEFT)/RTGS, in Indusind bank.

11.5 Any tender not secured in accordance with ITT Clause 11.1 and 11.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.

11.6 Unsuccessful Tenderer's earnest money deposit will be discharged/returned by 45 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 12.

11.7 The successful tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.

11.8 The tenderer security may be forfeited:

- a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 19.3 ; or
- b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 26; or

(ii) to furnish performance security in accordance with ITT Clause 27.

12. Period of Validity of Tenders.

12.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser pursuant to ITT Clause 15.

12.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.(Not Applicable.)

13. Format and Signing of Tender: NOT APPLICABLE.

- 13.1 The Tenderer shall prepare & submit the tender through on-line only, duly signed by the tenderer or the person authorized to bind the tenderer to the contract.
- 13.2 The tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the contract. The letter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the persons signing the tender.
- 13.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

D. Submission of Tenders

14. **Sealing and Marking of Tenders:** Through e-Procurement Portal

15. Deadline for Submission of Tenders.

- 15.1 Tenders must be applied through E-Portal no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday the Tenders can be uploaded up to the appointed time on the next working day.
- 15.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Tenders: Not Applicable as tenderers has to participate through e-Procurement Portal only.

17. Modification and Withdrawal of Tenders

17.1 The Tenderer may modify or withdraw its tender after the tenders' submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

17.2 No tender may be modified subsequent to the deadline for submission of tenders.

17.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenders's Forfeiture of its earnest money deposit, pursuant to ITT Clause 11.7

E. Tender Opening and Evaluation of Tenders**18. Opening of Tenders by the Purchaser**

18.1 The Purchaser will open all tenders in the presence of Tenderers / representatives who choose to attend, at 12.30 hrs on 24-11-2016 and in the following location:

**STC of India ltd,
STC Trade Centre, 6th floor
Near Nandini Layout police Station, Nandini Layout
Bangalore-560096**

- 18.2 The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- 18.3 Tenders (and modifications sent pursuant to ITT Clause 17.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 18.4 The Purchaser will prepare minutes of the tender opening.

19. Preliminary Examination:

- 19.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.
- 19.2 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 19.4 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 19.5 Prior to the detailed evaluation, pursuant to ITT Clause 20, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4), Warranty (GCC Clause 12), Applicable law (GCC Clause 19), and Taxes & Duties (GCC Clause 21) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 19.6 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

20. Evaluation and Comparison of Tenders:

- 20.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 7, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

20.2 The Purchaser's evaluation of a tender will take into account, in the case goods manufactured, in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer.

20.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the furnished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 20.4 and in the Technical Specifications.

(a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

(b) The cost of components, mandatory spare parts and service.

20.4 Pursuant to ITT Clause 20.3, one or more of the following evaluation methods will be applied:

a) Inland Transportation, Insurance and Incidentals:

i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 7.2(iii)

The above costs will be added to the tender price.

F. Award of Contract

21. Post qualification:

21.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2(b) and is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

22. Award Criteria

22.1 Subject to ITT Clause 24, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

23. Purchaser's right to vary Quantities at Time of Award

23.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

24. Purchaser's Right to Accept Any Tender and to reject any or All Tenders

24.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

24.2 STC reserves the right to select and decide the No. of suppliers/ contractors for supply of **tendered items** irrespective of No. of tenderers who offer to match their prices to lowest tenderers or negotiated price, without there by incurring any liability to the affected tenderers. Or any obligatory to inform that affected on the grounds of the STC action.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that is tender has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Tenderer furnishing of performance security pursuant to ITT Clause 27, the Purchaser will promptly notify the name of the winning Tenderer to each un-successful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 11.

25.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Branch Manager, STC. The Branch Manager, STC, will promptly respond in writing to the unsuccessful Tenderer.

26. Signing of Contract

26.1 At the same time as the Purchaser notifies the successful tenderer that is tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

26.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

27. Performance Security

27.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

27.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

SECTION III : GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

| Clause No | Topic |
|------------------|---------------------------------------|
| 1) | Definitions |
| 2) | Application |
| 3) | Standards |
| 4) | Performance Security |
| 5) | Inspection and Tests |
| 6) | Packing |
| 7) | Delivery and Documents |
| 8) | Insurance |
| 9) | Transportation |
| 10) | Incidental Services |
| 11) | Spare Parts |
| 12) | Warranty |
| 13) | Payment |
| 14) | Prices |
| 15) | Contract Amendments |
| 16) | Delays in Supplier's Performance |
| 17) | Liquidated Damages |
| 18) | Termination for Default & Convenience |
| 19) | Applicable Law |
| 20) | Notices |
| 21) | Taxes and Duties |

SECTION III – GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a)“The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b)“The Contract Price” means the price payable to the Supplier under the Contract for full and proper performance of its contractual obligations;
- c)“The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d)“Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e)“GCC” means the General Conditions of Contract contained in this section.
- f)“SCC” means the Special Conditions of Contract
- g)“The Purchaser” means the organization purchasing the Goods, as name in SCC.
- h)“The Purchaser’s country” is the country named in SCC.
- i)“The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- j)“The Government” means the Government of Karnataka State.
- k)“The Project Site”, where applicable, means the place or places named in SCC.
- l)“Day” means calendar day.

2.Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser; or
- c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet the specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These

shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following: i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any. Specified in SCC:

13. Payment

13.1: The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

13.2: The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

13.3: Payments shall be made promptly by the Purchaser but by sixty (60) days after submission of the invoice or claim by the Supplier.

13.4: Payment shall be made in Indian Rupees.

14. Prices

14.1 The contract price means the finalized price, payable to the contractor / supplier under the contract for supplies and also for the full & proper performance of the contractual obligations.

14.2 The contract price shall remain constant for the period of contract.

15. Change Orders

15.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) The method of shipping or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order

16. Contract Amendments

16.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. Assignment

17.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

18. Subcontracts

18.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

19. Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

19.2 If at any time during performance of the Contract, the Supplier or its sub-contract(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the

Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

19.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 19.4 without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

21. Termination for Default

21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

For the purpose of this Clause:

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

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

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 21.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extend not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clause 19,20,21 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may included, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other part of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due for the Supplier.

28.Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5.

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29.Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

30.Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31.Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32.Taxes and Duties

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

TABLES OF CLAUSES

| Item No. | Topic | Page Number |
|-----------------|--------------|--------------------|
|-----------------|--------------|--------------------|

- 1 Definitions (GCC Clause 1)
- 2 Inspection and Tests (GCC Clause 7)
- 3 Delivery and documents (GCC Clause 9)
- 4 Incidental Services (GCC Clause 12)
- 5 Payment (GCC Clause 15)
- 6 Settlement of Disputes (GCC Clause 27)
- 7 Notices (GCC Clause 31)
- 8 Progress of Supply
- 9 Right to use defective equipment
- 10 Supplier Integrity
- 11 Supplier's Obligation
- 12 Patent Rights
- 13 Signing of Agreement/Contract form
- 14 Transfer of Contract / Taxes & duties
- 15 Indemnity
- 16 Section -V: Schedule of Requirements/ EMD/SD
- 17 Technical Specifications
- 18 Qualification Criteria
- 19 Tender form
- 20 Proforma for performance statement
- 21 Manufacturers Authorization form
- 22 Annexure-A (Details of Item Tendered for)
- 23 Annexure-B (Data on Firm)
- 24 Annexure -C
- 25 Check List

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is The Branch Manager, The STC of India Ltd, Bangalore

(b) The Supplier is.....

2. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the Purchaser:

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgement of receipt of goods from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

5. Payment (GCC Clause 15)

5.1 Payment as specified under respective Technical Specifications & extra conditions

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator.

The Sole Arbitrator shall be appointed by agreement between the parties, failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/ The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by

each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier:

**Purchaser: Branch Manager,
STC of India Ltd, 6th Floor
Beside NandiniLayout Police Sation,
Nandini Layout
Bangalore-560 096**

Supplier: (To be filled in at the time of Contract signature)

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

8.Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
 - Quantity accepted/rejected by inspecting agency and date;
 - Quantity dispatched/delivered to consignees and date;
 - Quantity where incidental services have been satisfactorily completed with date;
 - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

9.Right to use defective equipment

A defective goods needs to be replaced.

10.Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated. The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

SPECIAL CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF STC

1.0 Validity of contract & extension of contract:

1.1 The validity of contract shall be for a period of one year/two years as detailed in the notification for the respective items .

1.2 The commencement of contract shall be after the execution of contract agreement and furnishing of prescribed security deposit and from the date of issue of Annual Rate Contract.

1.3 STC reserves the right to extend the contract for a period of 90-120 days from the date of expiry of contract, for such extension the Annual/Biennial Rate Contract price, terms and conditions shall remain unaltered.

1.4 STC reserves the right for premature termination of all or any of the rate contract & call for fresh tender without thereby incurring any liability to the affected contractor or any obligation to inform the affected contractor on the grounds of STC's action.

2.0 Forfeiture of Performance Security/Security Deposit:

The Performance Security/Security Deposit shall be liable for forfeiture in case of:

- 2.1 the contractor's failure to perform contract as specified;
- 2.2 the termination of contract by STC for non performance of contract;
- 2.3 towards recovery of liquidated damages assessed against the contractor;

2.4 after award of contract, during inspection, if the contractor is proved not having the infrastructure as declared in Technical Tender Part – I to produce & supply the quality packing material/ consumable/ equipments the same shall be treated as Breach of contract by the Contractor. The contract shall be liable for cancellation with penalty not less than Performance security/Security Deposit specified for particular material.

3.0 Signing of Agreement/Contract Form:

3.1 After STC issues the Letter Of Acceptance (LOA) to the successful tenderer that their tender has been accepted, STC shall send the prescribed format of agreement, which shall have to be executed within 21 days time. The value of non judicial stamp paper shall be not less than Rs.200/-.

4.0 Transfer of Contract:

4.1 The contract is not transferable on any account whatsoever.

4.2 Any request for transfer of contract shall be treated as non performance or breach of contract and the EMD or SD, as the case may be, shall be liable for forfeiture.

5.0 Taxes and Duties:

5.1 The price finalized for contract shall be NETT, FOR destination basis, i.e. inclusive of Excise Duty, P&F charges, Taxes at the rate ruling as on the date of finalisation/award of contract.

5.2 Thereafter any variation or introduction of Sales Tax or Cess in statutory levies like Excise Duty, Sales Taxes or VAT on finished product or the raw material/s during the contract period, the same shall be applicable & come into effect as per Government Notification.

5.3 Any claim of contractor / supplier for revision in respect of Cess, Surcharge on Duty, Taxes & VAT should be supported by relevant Govt notification/s order.

6.0 Guarantee on quality of goods:

6.1 The Supplier shall provide food grades certificate for all the packing materials and consumables along with the supply.

6.2 The supplier shall have to guarantee the quality of goods supplied, strictly as per specification of contract/ purchase orders.

6.3 If the material supplied is found not as per contract/purchase order specification, the material shall be liable for rejection. On intimation from the Unit/Unions the contractor shall have to arrange replacement of material as per specification. If the supplier delays / fails to make arrangement to replace the goods, STC may make arrangement to procure the goods from alternative source. Any extra expenditure incurred on this alternative arrangement shall be debited to the account of supplier under contract.

6.4 If supplier fails to make good this loss, the same shall be recoverable from the pending bills or security deposit.

6.5 The Contractor shall not indulge in supplying the rejected / returned materials. If the contractor is found indulging such practice the Annual/Biennial Rate Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm.

7.0 Indemnity:

7.1 The contractor shall have to indemnify and also keep indemnified the STC against any or all damages or losses etc., caused to STC/ arising from any omission or commission defaults of contractor / supplier. for which STC shall not be responsible in any manner whatsoever.

SECTION V: SCHEDULE OF REQUIREMENTS / EMD & SECURITY DEPOSIT

| SI No | Items Description | Quantity | EMD in Rs. | Security Deposit |
|----------|---|----------|------------|--------------------|
| I | Supply on 6 months requirement Basis | | | 5% of Tender Value |
| 1 | Cashew nuts | 2000Kgs | 20,000/- | |
| 2 | Elachai | 150Kgs | 3,000/- | |
| 3 | Dry Grapes | 1000 Kgs | 7000 | |

SECTION V : (a) SAMPLE SCHEDULE

| SI No | Description of the Items | Quantity |
|-------|--------------------------|----------------|
| 1 | Cashew Nuts | 250 gm (1 pkt) |
| 2 | Elaichi | 100gm (1 Pkt) |
| 3 | Dry Grapes | 250 gm (1Pkt) |

NOTE:

- 1) Tenderers must submit the sample within due date (Before the last date for tender submission).
- 2) Tenderer must submit Food Grade Certificate along with sample.

TECHNICAL SPECIFICATIONS

Supply on 6 months requirement Basis

1)Specification for Cashew nut:(SWP GRADE)

1 .It should be free from mould , webbing, eggs, excreta, added coloring matter, adulterants, melamine, dirt, sand, stone, metal, fibers, living & dead insect, insect fragments, rodent or bird contamination & other foreign matter.

1. Nuts must be fleshy, even shape & should not be shriveled.
2. It should have a characteristic aroma & taste & free from any rancid/musty/fermented & any other objectionable odor or taste
3. It should be received with Certificate of Analysis.
4. It should be received with Halal certificate/Halal declaration form from the manufacturer.
5. It should be passed through metal detector.

Physical Properties:

| Parameters | Standards |
|----------------|-------------------------|
| Grade | Small White pieces(SWP) |
| Color | White |
| Texture | Oily Solid |
| Flavor & Taste | Clean & Pleasant |

Chemical Specification:

| Parameters | Standards |
|--|-----------|
| Moisture, Max | 5.0% |
| Sensory evaluation (panel of 5 judges) | Ok |
| Extraneous vegetable matter | 1.0 max |
| Damaged/ discolored units | 2.0 max |
| Acidity of extracted fat as oleic acid | 1.25 max |
| Aflatoxin | 0.03 max |

Microbial Estimates:

| | |
|--------------------------------|-------------------|
| Coliform/g, Max | Absent in 0.1g/ml |
| Total Plate count/g, max | 40,000 cfu/g |
| Yeast &Mould count/g, max | 100 cfu/g |
| E.coli/g, max | Absent in 1g/ml |
| Salmonella &Shigella/ 25g, max | Absent in 25g/ml |
| S.aureus/g, max | Absent in 25g/ml |
| Clostridium botulium | Absent in 25g/ml |

| | |
|---------------|------------------|
| Vibro Cholera | Absent in 25g/ml |
|---------------|------------------|

Packaging & Transport:

1. Kaju nuts should be vacuum packed in LDPE bags. The outer box must be marked with Name & address of manufacture/marketed by (if any), Weight (Gross/ Net), ingredient, expiry/ best before Period, month & Year of mfg, storage condition (if any), Nutritional Information, lot/batch/code number, any information required under FSSAI, Weight & Measures Act.
2. Pack size should be 5kg
3. Material should not be in unsealed, damaged or wet condition or with any foreign matter present.
4. Carrier vehicle should be free from dust, dirt, any foreign matter as cement, cow dung etc& any objectionable smell.
5. All material in the carrier vehicle should be placed on a clean tarpaulin & also covered properly from top with a tarpaulin
6. Generally, consignment should not comprise of material of more than 2 batches

Storage Condition:

Stored in a cool & dry dark place away from sunlight.

Payment: 100% after satisfactory supply & acceptance of the material.

SPECIFICATION FOR CARDAMOM

1. Colour: The capsules may be light green to brown or pale cream to white.
2. Flavour: It shall have characteristic flavour free from any foreign odour, mustiness or rancidity.
1. It shall be free from mould, living and dead insects, insect fragments and rodent contamination. The product shall be free from added colouring matter and other harmful substances.
4. Extraneous matter: Not more than 1.0% by weight.
5. Empty and malformed capsules by count: Not more than 3% by count.
6. Immature & Shrivelled capsules: Not more than 3% by weight,
7. Moisture %: Not more than 13.0% by weight.
8. Total ash on dry basis: Not more than 9.5% by weight.
9. Salmonella: Absent in 25g.
10. The tolerance limit for Endosulfan residues shall be 1.0mg/Kg.ppm.
11. The tolerance limit for Monocrotophos residues shall be 0.5mg/Kg.ppm
12. The tolerance limit for Quinolphos residues shall be 0.01mg/Kg.ppm.
13. The tolerance limit for Fosetyl-A1 residues shall be 0.2mg/Kg.ppm.

Payment: 100% after satisfactory supply & acceptance of the material.

1. Specification for Dry Grapes:

1. It should be free from mould, webbing, eggs, excreta, added coloring matter, adulterants, melamine, dirt, sand, stone, metal, fibers, living & dead insect, insect fragments, rodent or bird contamination & other foreign matter.
2. Fruits must be of even size & shape.
3. It should have pleasant taste flavor & free from any rancid/musty/fermented & any other coloring matter & any other objectionable smell & taste
4. It should be received with Certificate of Analysis.
5. It should be received with Halal certificate/Halal declaration form from the manufacturer.
6. It should be passed through metal detector

Physical Properties:

| Parameters | Standards |
|----------------|----------------------------|
| Color & Size | Uniform color, medium size |
| Flavor & Taste | Clean & Pleasant |

Chemical Specification:

| Parameters | Standards |
|--|-----------|
| Moisture, Max | 15.0% |
| Sensory evaluation (panel of 5 judges) | Ok |
| Damaged raisins, max | 2.0% |
| Sugared Raisins, max | 15% |

Microbial Estimates:

| | |
|----------------------------|-------------------|
| Coliform/g, Max | Absent in 0.1g/ml |
| Total Plate count/g, max | 40,000 cfu/g |
| Yeast & Mould count/g, max | 100 cfu/g |
| E.coli/g, max | Absent in 1g/ml |

| | |
|---------------------------------|------------------|
| Salmonella & Shigella/ 25g, max | Absent in 25g/ml |
| S.aureus/g, max | Absent in 25g/ml |
| Clostridium botulium | Absent in 25g/ml |
| Vibro Cholera | Absent in 25g/ml |

Packaging & Transport:

1. It should be vacuum packed in LDPE bags. The outer box must be marked with Name & address of manufacture/marketed by (if any), Weight (Gross/ Net), ingredient, expiry/ best before Period, month & Year of mfg, storage condition (if any), Nutritional Information, lot/batch/code number, any information required under FSSAI, Weight & Measures Act.
2. Material should not be in unsealed, damaged or wet condition or with any foreign matter present.
3. Carrier vehicle should be free from dust, dirt, any foreign matter as cement, cow dung etc& any objectionable smell.
4. All material in the carrier vehicle should be placed on a clean tarpaulin & also covered properly from top with a tarpaulin
5. Generally, consignment should not comprise of material of more than 2 batches

Storage Condition:

Stored in a cool & dry dark place away from sunlight

Payment: 100% after satisfactory supply & acceptance of the material.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the Equipments / Materials similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the quantity required during last 3 years to any Dairies / relative field.

(b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and

The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.

TECHNICAL QUALIFICATION TENDER FORMS**SECTION VIII : TENDER FORM**

Date:.....

IFT No.....

TO: THE Branch manager**The State Trading Corporation of india Ltd,****Nandini Layout,****BANGALORE-560 096.**

Sir,

Having examined the Tender Documents including Addenda Nos..... (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....(Description of Goods) in conformity with the said tender documents for the sum of amount indicated in Commercial Tender Part II or such other sum as may be ascertained in accordance with the Schedule of Prices – Commercial Part II attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Tendered Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this.....day of.....200..... (Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of:

SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Proforma for performance statement for the last Five years

IFT No..... Date of opening..... Time.....Hours

Name of the Firm.....

| Order Placed by (Full Address of purchaser) | Order No. & Date | Description & Quantity of Goods/Services Ordered | Value of Order | Date of completion of delivery as per contract/ actual | Remarks indicating reasons for late delvy if any | Has the goods/equipment been satisfactorily Functioning. (Attach a Certificate from the Purchaser) |
|---|------------------|--|----------------|--|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |

SIGNATURE OF THE TENDERER

ANNEXURE - B**DATA ON FIRM****1. Name of the firm**

| Address of Reg. Office | STD code | Phone (O) | Phone ® | Fax No. | E-mail No |
|------------------------|----------|-----------|---------|---------|-----------|
| | | | | | |

2. Name and Designation of Principal Officer/ :
person to be contacted

3. Status (whether an individual/Partnership :
Firm/Public/Private Limited Company)

4. In case Partnership Firm

a) Whether it has been registered :

b) If Registered provide certified, extract
from the Registrar of firm :

c) Name of all Partners :

d) Details of Partnership deed :

(please enclose copy of the same)

5. If proprietary concern, name and address :
of the Proprietor

6. If Private/Public Limited Company, Please :

enclose copy of Memorandum/Articles of
Association

7. Year of establishment of firm

8. Year of commencement of commercial :
production

9. Name of the production in charge with technical :
background and experience in the line

10. DATA ON FACTORY / PRODUCTION / PROCESSING FACILITY

| Location / Address of Factory | Telephone No. | Fax. No. | E-mail No |
|-------------------------------|---------------|----------|-----------|
| | | | |

11. SSI Regn.No. & copy of Registration :

12. Whether CST/ST/VAT is applicable If yes
Please give the rate :

13. Central Sales tax No. :

14. State Sales Tax /VAT Registration No. :

15. Whether Central Excise Duty is applicable :
If yes, please give the rate

16. Excise classification No. :
(Chapter/Section/subsection)

17. Excise Heading :

18. Rate of Excise :

19. 1) Income Tax PAN certificate No. :
& date (Please enclose copy)

2) Any other information you like to furnish :

20. PRODUCTION:

a) Name of the Products/Home produced/processed :

b) Installed capacity of plant (enclose details) :

c) Monthly capacity of production :

d) No. of shift, plant is running :

21. Last 3 years Production/ Turnover Data

| Year | Production in MTs. | Turnover / LacsRs. |
|------|--------------------|--------------------|
| | | |

1. List of leading buyers with value of business of each:

| Name of Buyers | Value of Business/LacsRs. |
|----------------|---------------------------|
| | |

23. MISCELLANEOUS DATA:

| Address of Branch/Associated Firm | Telephone No. | Telex/Fax No. | E-Mail No. |
|-----------------------------------|---------------|---------------|------------|
| | | | |

1. Name of the Bankers :

2. Income Tax PAN No. :
& date (Please enclose copy)

3. Any other information you like to furnish :

DECLARATION

The above information is true in all respects and we undertake to inform you if any change in the above particulars regarding our business from time to time.

Place:

Signature of Authorised Representative

Date:

of the firm under proper seal

ANNEXURE 'C'

To,

THE Branch Manager

The State Trading Corporation of India ltd

BANGALORE-560 096

Sir,

Ref: Tender Notification

.*****

With reference, I/We representing M/s..... participating for Tender for supply of....., having read & understood the Technical & Commercial Conditions of Tender. As per basic requirement of Tender conditions, I am/We are herewith submitting the prescribed E.M.D. The payment is made through.....

Thanking you,

Signature of the Tenderer
Name & address of the Firm

PS: The demand draft to be furnished along with this schedule.

CHECK LIST**TENDER FOR SUPPLY OF**

Kindly ensure compliance of the under mentioned requirements, as per Tender terms and conditions.

1. Whether the prescribed EMD is paid YES / NO

2. Whether details on tendered item furnished YES / NO

3. Whether details of tenderers Bio -Data/Plant
and Machineries/ Leading Buyers details are furnished YES / NO

4. Whether latest I.T. and S.T. Clearance Certificates
Attached YES / NO
If so, the details
I.T. Clearance certificate for the year
S.T. Clearance certificate for the year
Authority who issued I.T. Clearance
Authority who issued S.T. Clearance

5. Whether price quote of the tender duly filled up in
figures and words. YES/NO

6. Whether all the pages in the Tender Formats
have been duly signed by authorized signatory YES / NO

7. Whether List of similar Work under taken by
any of the companies is enclosed Or not. YES / NO

8. Whether satisfactory performance certificate
of any of the companies is enclosed or not. YES / NO

9. Whether local office is available at Bangalore
for providing service Work.

YES / NO

SIGNATURE OF THE TENDERER

WITH SEAL

COMMERCIAL E-TENDER PART II**QUALIFICATION**

The commercial offers of such of those tenderers who qualify themselves for being considered for

-----fulfilling the entire terms and conditions as laid down in Part-I “Technical
Tender” of this tender, will be considered for the finalization of the tender.

I/We agree for the above terms and conditions

SIGNATURE OF THE TENDERER.

(Letter Head of Company) (Annexure D)

Price Bid

To
The Branch Manager
The State Trading Corporation of India Ltd
“STC TRADE CENTRE”
7/ANandiniLayoutt
Bangalore- 560 096

SUB: TENDER FOR SUPPLY

Notice No: STC/AC/02/2016-17

PRICE QUOTE

THE Branch Manager
The STC of India Ltd
6th Floor, STC TRADE CENTRE
7/ANandini Layout
BANGALORE – 560 096.

Sir,

Sub: Supply of _____.

Ref: Tender Notification:

With reference, I/We herewith submit my/our Tender for Supply of _____

(Inclusive of All) on F.O.R STC basis.

| Sl. No. | Description | Unit | Price per Unit | | In words |
|---------|-------------|------|----------------|-----|------------------------|
| | | | Rs. | Ps. | |
| 1 | | | | | |
| 2 | | | | | Rs..... Ps..... |

Note: 1) Space if not sufficient to Price quote you may use additional sheet.

*** The above price includes:**

- a. P & F
- b. Central Excise Duty @
- c. CST / ST
- d. VAT
- e. Un Loading Charges
- f. Others (Freight Charges etc.)
- g. Lead Time for Supply

I/we hereby confirm that, I/we have studied the contents of tender documents understood the tender/contract terms & conditions, specification/s of goods tendered. My/our above offer is strictly in accordance with these requirements. Also, I/we hereby agree that, the decision of Branch Manager, STC, shall be final in any dispute regarding terms & conditions of this tender.

SIGNATURE OF TENDERER**DATE:****Name & Designation:**

***Note: 1) Tenderer should give the break up figures for the quoted net rate.**