



STC/COCONUT OIL – CRUDE AND EDIBLE GRADE/2015-16/01 Dated 25.06.2015

THE STATE TRADING CORPORATION OF INDIA LTD
B-1-201, Marathon Next Gen Innova, Opp- Peninsula Corporate Park,
Off Ganpat Rao Kadam Marg, Lower Parel (W) Mumbai - 400013

EDIBLE OIL DIVISION

Tender Documents for:

Import of 2000 MTs of Coconut Oil –Crude and Edible Grade on CIF basis at
Mundra Port (INDIA)

Tender Notice No. STC/Coconut Oil-Crude and Edible Grade/2015-16/01 Dated 25.06.2015

Due Date: 02.07.2015

Website :www.stc.gov.in



ABOUT US

THE STATE TRADING CORPORATION OF INDIA LIMITED (STC), incorporated under the Companies Act, 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110 001 and a branch office at B-1-201, Marathon Next Gen Innova, Opp- Peninsula Corporate Park, Off Ganpat Rao Kadam Marg, Lower Parel (W) Mumbai - 400013 is a Government of India Undertaking under the administrative control of Ministry of Commerce & Industry, Department of Commerce. STC is a premier international trading organization of India with experience of handling international and domestic business for over five decades and has been handling import and export of various kinds of products and commodities including various types of Liquid Bulk Cargo.

STC has a strong nation-wide presence with offices covering all the major port towns in India with deployment of highly skilled and experienced manpower across the country to provide quick and quality services to its clientele.

For supply of Coconut Oil-Crude and Edible Grade to various Indian companies (hereinafter called as Customer), STC hereby invites Expression of Interest (EOI) from prospective associate Manufacturers/Suppliers (hereinafter called as Supplier) as per following:

1. Pre-qualification criteria:

- (i) The prospective Supplier/bidder should have the experience of supply of coconut Oil- Crude and Edible Grade during the last three financial years, directly or through PSUs to any company in India and/or outside India. The supplier/bidder shall furnish purchase orders or performance certificates in support of this.
- (ii) The prospective Supplier/bidder shall submit Bank reference to show credit worthiness of the supplier for upto Rs.50 million or equivalent foreign currency.
- (iii) The prospective Supplier/bidder shall submit a satisfactory Credit Rating Report (Not older than one Calendar year) from any of the following International Credit Rating agencies
 - a. Dun & Bradstreet
 - b. Moody's
 - c. Standard & Poor
- (iv) The prospective supplier should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Undertaking in India. The supplier shall have to submit an UNDERTAKING (as per Annexure III) to this effect at the time of application for pre-qualification as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- (v) The prospective supplier will have to sign an integrity pact with STC as per ANNEXURE V as part of technical bid.

The suppliers/companies who qualify as per the Pre Qualification criterion mentioned above can participate for supply of 2000 MTs Coconut Oil - Crude and Edible grade to be imported on CIF basis at Mundra Port (INDIA)



Procurement of 2000 MTs Coconut Oil – Crude and Edible Grade to be imported on CIF basis at Mundra Port (INDIA)

INVITATION FOR BIDS: Bids are invited for import of Coconut Oil- Crude and Edible Grade as per terms and conditions prescribed hereunder:

A.COMMODITY: Coconut Oil – Crude and Edible Grade

B. SPECIFICATIONS: - (NO DEVIATIONS ACCEPTABLE)

Particulars	Specifications
Refractive Index at 40 Deg C	1.4481- 1.4490
Iodine Value	7.5 to 10
Acid Value	Max 10
Saponification Value	Not less than 250
Polenske Value	Not less than 13
Unsafricanicable Matter	Not more than 1 percentage
Moisture & Insoluble Impurities	1% Max
Colour Y+5 R (In one inch cell)	Max 30

C. INSPECTION:

1. Shipped quality at load port as certified by an independent surveyor of internationally repute at Seller's cost shall be final and landed quantity at discharge port as certified by an independent surveyor at buyers cost shall be final
2. QUANTITY: 2000 MTs in bulk or in 21 MTs flexi bags packed in containers or in both forms simultaneously

D.DISCHARGE PORT: MUNDRA PORT (INDIA)

E. COUNTRY OF ORIGIN: INDONESIA

F.SHIPMENT SCHEDULE:

For bulk or 21 MTs flexi bags packed in container.

Shipment Period	Quantity (MTs)
3 rd July to 15 th Aug 2015	1008
3 rd July to 31 st Aug 2015	987

Part shipment is allowed

G.BID PROCESS: Price to be quoted as per format in Annexure II.

H.PAYMENT TERMS: CASH AGAINST DOCUMENTS. 100 % payment to be released by Importer's bank to exporter bank on CAD basis only, after receipt of following documents

- i. Seller's signed Commercial Invoice in original & Packing List for goods shipped stating inter alia quantity In Wt./bags,description, quality/grade & specifications of Coconut Oil -Crude and Edible Grade oil shipped, price and net Invoice value.
- ii. Original Bill of Lading, marked "FREIGHT PREPAID" is made out to order of STC/STC Bank & Notify party (Indian Buyer).Bill of Lading(s) (Negotiable or Non-negotiable) to be signed by Shipping line or by a named agent/Forwarder.
- iii. Certificate of origin issued by Chamber of Commerce & Industry in Country of origin or any relevant authority.
- iv. Copy of Insurance Policy/certificate that the said shipment is insured for Sailing to Indian Port unless it is a Global policy mentioning "Anywhere in the world".
- v. Copy of Fax advising shipment particulars to the Buyer, immediately after loading.

2. Submission of bid documents: Participant can submit bid for supply of 2000 MT Coconut Oil – Crude and Edible Grade to be imported on CIF basis at Mundra Port, Gujarat (INDIA)

The bid document shall be submitted in two parts i.e.

Part-1:-Qualifying/pre requisite bid; pre qualification requirements have been indicated in Pre Qualification Criterion.

Part-2:- Price bid in separate sealed envelopes super scribing therespective words in both the envelopes.

Both the envelopes should be kept in another envelope super-scribing the Tender Notice No. and Date and clearly mentioning bid for supply of 2000 MT Coconut Oil – Crude and Edible Grade.

The bid complete in all respects (with each page of document duly signed and stamped must be dropped in the box kept at the reception area at The S.T.C. of India Limited, B-1-201, Marathon Next Gen Innova, Off Ganpat Rao Kadam Marg, Opp Peninsula Corporate Park, Lower Parel (W), Mumbai - 400013 or reach the office via registered post/ courier on or before 02.07.2015 (11:00 IST). The bids should be submitted in sealed envelope and addressed to Branch Manager.

Bids received through fax/email will not be accepted.

The part-1 pre qualifying bid shall be opened in the presence of the Tenderer or their authorized representatives in the office of STC of India Limited Mumbai on the scheduled date and time (i.e 02.07.2015 at 11:30 IST).

The price Bids of those eligible bidders who qualify only in the pre qualifying bids shall be opened on same day at 15:30 IST. The offers should be valid for 3 working days from the date of opening of the Offer.

3. Prospective Supplier may download tender document from STC's website www.stc.gov.in, or www.tenders.gov.in or www.eprocure.gov.in. Copy of same can also be obtained from STC's Office, Edible Oil Division, B-1-201, Marathon Next Gen Innova, Opp- Peninsula Corporate Park, Off Ganpat Rao Kadam Marg, Lower Parel (W) Mumbai - 400013 during office hours on any working day till one day prior to the opening of bid and shall submit bid in original along with the tender document, duly signed and stamped at each page as token of acceptance of all terms and conditions. Bid received over Fax/Email shall be summarily rejected.
4. The bid must contain the name of contact person, designation and place of Business of the Company with Phone and Fax Nos. (Details to be filled as per annexure I)
5. Successful bidder has to furnish Performance Bank Guarantee (PBG) as per the format provided at Annexure-IV @ 5% of contract value offered of tender Quantity. The Performance Bank Guarantee (PBG) has to be submitted within 5 working days, after issuance of letter of award.
6. The selected Supplier shall ensure compliance of all the Government Regulations / conventions / policies /guidelines /orders etc. in force related to any or all of the activities covered in the imports.
7. All details and terms and conditions of this document shall have to be considered by the prospective Supplier in totality. Bids containing incomplete documents & not complying with the above conditions are liable to be rejected.
10. Late receipt of bid after the due date and time would be treated as not received.
11. Ownership of Bid documents and information therein: The bid will become the property of STC upon submission. Where the prospective Supplier believes that information provided in response to this bids, or should be kept confidential; or disclosure of this information would unreasonably affect Supplier's business affairs, notice is to be given at the time of delivery of the information or document by clearly marking such information confidential. In so far as is practicable STC will give effect to the Prospective Supplier stated wishes, and requests for access to such Information will be determined under the RTI Act.

Any CORRIGENDUM/ REJOINDER/ADDENDUM will be published on the STC's website.



STC/MUM/COCONUT OIL-CRUDE AND EDIBLE GRADE/2015-16/01 DATED 25.06.2015

ANNEXURE-I

DETAILS OF THE TENDERER

Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email id: _____

Branch Office in India (if any): Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email id: _____

1. PARTICULAR DETAILS **

<u>Quantity Supplied (in MTs)</u>	<u>In India</u>	<u>Outside India</u>
In year 2012-13		
In year 2013-14		
In year 2014-15		

** Documentary Evidences to be enclosed.

2. Attach supporting documents such as:

Sl. No	Particulars	Attached	Not Attached
1	Supporting documents of supplier such as Company Brochure, Balance sheets of last three years, ISO or other accreditation certificates (if any), Registration certificates with various tax, authorities or Government Departments etc		
2	Bank Reference Certificate		
3	Credit rating agency report		
4	Copies of Purchase orders/Performance Certificates in support Sr. No 1. above		
5	Acceptance of All terms and conditions specified in Tender document.		
6	Integrity pact (as per annexure VI) duly signed		
7	Has the company been black listed / banned by any Government Undertaking		
8	Details of clients to whom supplies during the last three years both in terms of volume and values have been completed. Certificates from above clients may also be attached.		

Please use extra sheet, if more space is required.

Certified that the above information is true and we confirm that all information given above are correct and if at any point of time the information is found to be incorrect our bid will be liable for rejection by STC.

Dated:

Signatures:

Name & Designation

Place Company Seal



ANNEXURE-II

PRICE BID FOR PROCUREMENT OF 2000 MTs COCONUT OIL-CRUDE AND EDIBLE GRADE TO BE IMPORTED ON CIF BASIS AT MUNDRA PORT (INDIA)

PRICE BID

Name of Bidder: _____

Address:- _____

Tel. _____ Fax No. _____ Email _____

Contact Person

Price quoted for packaging in container

Shipment Period	Quantity (MTs) in multiples of 105 MT	Unit Price PMT (USD)/CIF basis	TOTAL VALUE (USD)/CIF basis
3 rd July 2015 to 15 th Aug, 2015	1008		
3 rd July 2015 to 31 st Aug, 2015	987		

If the cargo is offered in Bulk

Shipment Period	Quantity (MTs)	Unit Price PMT (USD)/CIF basis	TOTAL VALUE (USD)/CIF basis
3 rd July 2015 to 15 th Aug, 2015	1008		
3 rd July 2015 to 31 st Aug, 2015	987		

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfilment of the contract.

Name, Designation & Signature of the Bidder with Seal

ANNEXURE III

(ON COMPANY'S LETTER HEAD)

To,
The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India .

Thanking You
Yours faithfully

Name and Signature of the
Authorized Person

ANNEXURE IV

PERFORMANCE GUARANTEE FORMAT

(To be executed by any prime bank in India on stamp paper of Rs.100/-)

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhavan,
Tolstoy Marg,
New Delhi - 110001.

1. Against Contract No./Tender No. _____ dated _____
(hereinafter called the LOI/Contract entered into between the STC
(hereinafter called the Buyers) and M/s. _____
(hereinafter called the Sellers) this is to certify that at the request of the
Sellers, we _____ Bank unconditionally and irrevocably
guarantee to pay to the Buyers immediately on first demand, the amount of
US\$ _____ (@ 5% of contract value) without any protest or
demur or reference to the Sellers if the Sellers fail to perform all or any of
their obligations under the said contract. The decision of the Buyers duly
communicated in writing to the bank that the sellers have failed to perform
all or any of the obligations under the contract shall not be questioned and
be final and conclusive. The said amount of US\$ _____ will
accordingly forthwith be paid without any conditions or requirement of our
proof whatsoever failing which interest @ 15% p.a. on monthly rest basis
shall be payable by the Bank to Buyer.
2. It is fully understood that this guarantee is effective for a period upto three
months with a right to the buyer to lodge claim within 15 banking days from
the date of expiry. We _____ Bank also undertake not to revoke
this guarantee during its currency without the consent in writing of the
Buyers.
3. We _____ Bank, further agree that the buyer shall have
thefullest liberty, without affecting in any manner or obligations hereunder
to
vary any of the terms and conditions of the said contract or/extend time of
performance by the Sellers from time to time or to postpone for any time or
from time to time any of the powers exercisable by the Buyers against the
said sellers 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 sellers or for any forbearance and/or commission on the part of the buyers, or any indulgence by the Buyers, to the said Sellers or by any 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 affected by any change in the constitution of the said Sellers/Buyers.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in New Delhi, India alone.
6. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of release.

FOR _____ BANK

ACCEPT

ANNEXURE V

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 2000 MT Coconut Oil – Crude and Edible Grade and intends to award contract/s for purchase of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors.

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

Section 1 – Commitments of STC

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

a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

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

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

Section 2 – Commitments of the Bidder/Contractor

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

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder/Contractor of 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) (Office Seal)
(Office Seal)

(For & on behalf of The

Place:

Date:

Witness 1: Name & Address
Address

Witness 2: Name&