



# **The State Trading Corporation of India Limited**

Jawahar Vyapar Bhawan

1, Tolstoy Marg

New Delhi-110 001

Website: [www.stclimited.co.in](http://www.stclimited.co.in)

CIN No.: [L74899DL1956GOI002674](https://www.mca21.gov.in/cin/L74899DL1956GOI002674)

## **BRANCH OFFICE AT:**

**STC TRADE CENTER, A-29, THIRU-VI-KA INDUSTRIAL ESTATE,  
GUINDY, CHENNAI, TAMIL NADU, INDIA – 600 032**

**E-TENDER FOR IMPORT OF 500 (+/- 5 %) MTS OF SOAP NOODLES  
(80:20) AT CHENNAI PORT IN INDIA ON CIF BASIS FOR AND ON BEHALF  
OF TAMIL NADU KHADI AND VILLAGE INDUSTRIES BOARD (TNKVIB)**

**TENDER NO: STC/CHN/SOAPNDLES/IMP/18-19/01**

**DATE: 18.05.2018**

**CLOSING AT 1100 HRS. IST ON 31.05.2018**

**OPENING AT 1130 HRS. IST ON 31.05.2018**

**BIDS TO BE VALID TILL 18:00 HRS. IST ON 02.07.2018**

***COPY OF TENDER DOCUMENT  
CAN BE DOWNLOADED FROM OUR WEB SITE:***

**[www.stclimited.gov.in](http://www.stclimited.gov.in)**

**&**

**[www.eprocure.gov.in](http://www.eprocure.gov.in)**



**THE STATE TRADING CORPORATION OF INDIA LIMITED;**  
**(A Govt. of India Enterprise)**  
**Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi - 110001**  
**CIN No.: L74899DL1956GOI002674**

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**E-TENDER FOR IMPORT OF 500 MTs (+/-5%) SOAP NOODLES (80:20)**

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**E-TENDER NO: STC/CHN/SOAPNDLES/IMP/18-19/01**

**DATE:18.05.2018**

**CLOSING AT 1100 HRS. IST ON 31.05.2018**

Terms & Conditions of Tender

**1. Invitation for Bids:**

The State Trading Corporation of India Ltd.(STC) having its registered office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi - 110 001 and Branch office at "STC Trade Center", A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai, Tamil Nadu, India - 600032 invites bids for import of 500 MTs (+/-5%) Soap Noodles (80:20) on CIF basis for and on behalf of TAMIL NADU KHADI AND VILLAGE INDUSTRIES BOARD (TNKVIB) as per the terms and conditions mentioned hereunder: -

**2. Items, Quantity and Shipment Period**

S.No	Item	Quantity*	Origin	Shipment period	Packing Details	Discharge Port (Buyer's Options)
1	Soap Noodles (80:20)	500 MTs (+/-5%) in containers at Seller's option.	Malaysian 2017-18 Produce	June - Oct 2018 For 6 months from June'18 to Oct 2018 in equal shipment lots.	25 Kg Net in Paper Bags	Chennai CIF-Container Shipment

\* Bid should be made for complete quantity of 500 MTs to be supplied proportionately for a period of 6 months as mentioned above.

**Note:** Quantity can be increased or decreased. It is the sole and absolute discretion of the buyer to finalize the total purchase quantity depending upon the prices received, in the tender.

**3. Quality Specifications**

CHARACTERISTICS	SPECIFICATION REQUIRED
• Moisture % by mass	10 % to 12%
• Total fatty matter % by mass	76 % to 79%
• Alcohol insolubles % by mass	0.5 % (max)
• Free alkali % by mass	Traces upto 0.03%
• Titre value	40 to 42 degree centigrade
• Colour	Pure white (No dull white preferred)

**NOTE: In case of any deviation in quality found in discharge port, STC has the full rights to cancel the contract with the seller without incurring any liability to pay any compensation on its part and all consequential risks and costs arising therefrom will be to the account of seller including customs/CFS formalities followed by a claim on seller for 100% value of the rejected goods besides forfeiture of Security Deposit submitted by them.**

**4. Price:**

Prices for **SOAP NOODLES (80:20)** to be quoted for supply in **US Dollars PMT** net delivered weight and quality on **CIF** basis for **Chennai Port**. The evaluation and finalization of offers received shall be made on the basis of the lowest bid price received in the tender for import of SOAP NOODLES (80:20). Price to be quoted as per format in Annexure-II in US Dollars PMT on CIF-Chennai basis.

**5. Packing**

SOAP NOODLES should be offered in PAPER bags of 25 kg Nett weight in container shipment. SOAP NOODLES offered in bags should be packed in new 25 KGs seaworthy PAPER bags of uniform quality and weight capable to withstand 25 KGs net weight and multiple handling. The mode of Packing should be specifically mentioned in the Bid in the space provided in “**Annexure I (TECHNICAL BID)**” .

**6. COUNTRY OF ORIGIN:**

**SOAP NOODLES (80:20) of MALAYSIAN origin** should be supplied conforming to quality specifications as per clause 3 and subject to conditions mentioned in **Annexure V** of the tender document.

*Along-with Technical bid, a declaration by the bidder stating that their business dealings in soap noodles (80:20) of Malyasian Origin have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I is to be given.*

**7. SAMPLE SUBMISSION:**

The bidder has to submit a sample of 250 gms soap noodles (pure white) before the tender closing date i.e. before 1100 hrs on 31.05.2018.

**8. Validity:**

**Bid must remain valid upto 18:00 hrs. IST on 02.07.2018**

**9. Earnest Money Deposit (Bid Bond):**

a) Bidder to submit an Earnest Money Deposit of **2% of total Bid value** in any of the following forms:

1. In the form of Bank guarantee in USD – Bid Bond (In format as per **Annexure III**) valid **till 02.07.2018**.

2. RTGS Transfer: In the form of cash in Indian Rupees (INR) equivalent to the 2% of the total bid value based on the latest Indian Customs notified exchange rate i.e 1USD = Rs. 68.65 effective from 18.05.2018. STC’s Bank details for RTGS Transfer are as follows:

Bank Name and Branch	INDUSIND BANK NUNGAMBAKKAM BRANCH NO.3 VILLAGE ROAD, NUNGAMBAKKAM, CHENNAI-600034
Beneficiary Name	The State Trading Corporation of India Limited, Chennai

Account Number	200999528664
IFSC code for RTGS	INDB0000007
Account Type	Current

b. The offers received without proof of 2% bid bond/money shall be summarily rejected.

c. Bid Bond(s) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned after ten (10) days of award of the tender (to the successful Bidder(s)). No interest shall be payable on the bid bonds by STC.

d. Bid money / Bid Bond of successful bidder/s shall stand forfeited if they fail to provide performance guarantee as per terms of tender. STC reserves the right to blacklist such bidders from participation in future tenders.

#### 10. SELLER'S RESPONSIBILITY

In case the cargo is rejected by Indian customs authorities for not meeting the minimum quality regulations as per Indian standards the seller shall make his own arrangement to take back the rejected cargo at his own cost and expenses. The seller shall also liable to reimburse the expenses incurred by the buyer like Bank charges, port charges & penalty, clearing, handling and other charges, detention, storage, etc. and all incidental expenses including all legal consequences and expenses.

#### 11. **Payment:**

A. 100% payment against submission of following Documents (CAD) Basis:

##### **STC's Bank Details:**

Bank Name and Branch	INDUSIND BANK NUNGAMBAKKAM BRANCH NO.3 VILLAGE ROAD, NUNGAMBAKKAM, CHENNAI-600034
Beneficiary Name	The State Trading Corporation of India Limited, Chennai
Account Number	200999528664
IFSC code for RTGS	INDB0000007
Account Type	Current

B. The 'Buyer' shall make the payment in US Dollars upon receipt of the following shipping documents in good order through above mentioned bank: -

I. Clean on Board Charter Party/ Liner Bills of Lading marked "**freight prepaid**" made out to the order of 'THE STATE TRADING CORPORATION OF INDIA LIMITED, "STC TRADE CENTRE', A-29, THIRU-VI-KA INDUSTRIAL ESTATE, GUINDY, CHENNAI-600032, and blank endorsed notify party showing the name of the consignee, in three (3) signed originals with three (3) non-negotiable copies. Bills of Lading must show that the goods have been shipped on Board and freight prepaid. Bill of Lading to be signed by the Master of the Vessel or by a named agent for an on behalf of the Master or the Owner.

II. 'Seller's signed commercial invoice in three (3) original with three (3) copies on the basis of shipped weight showing inter-alia Quantity, description and quality of Soap Noodles 80:20 shipped, price, net invoice value.

III. Marine Insurance Policy showing "STC" as beneficiary for 110% value of goods.

IV. Packing List.

V. Certificates from the Govt. nominated official agency in the country of Origin and SGS confirming the following with reference to Contract specifications/requirements;

a) Certificate of Origin certificate issued by Chamber of Commerce/Govt Official nominated agency in the country of origin also confirming that the Soap Noodles 80:20 shipped is allowed for industrial use.

b) Detailed quantity and quality analysis report of Soap Noodles 80:20 shipped with reference to contract requirements and specifications issued by the PSI (Pre shipment Inspection) surveyor.

c) Soap Noodles 80:20 shipped is free from levels of radiation stipulated and hazardous chemicals as per international standard issued by PSI surveyor.

C. All bank charges in India for the document process shall be borne by the Buyer. All bank charges outside India, including presentation charges and foreign bank's reimbursement commission shall be borne by the Seller.

D. In case the original documents are not received by the buyer before arrival of the containers at the nominated discharge ports, due to late presentation of documents or any other related reasons, the seller shall have necessary instructions issued to the ship/ship's agent at the discharge port to deliver the cargo to the Buyer and/or their nominee(s) against a simple letter of indemnity without insisting for original Bill(s) of Lading or Bank Guarantee.

E. Stale bill of lading and third party commercial invoice shall not be acceptable.

Note: Seller has to send scanned copy of Non Negotiable shipping documents for payment to the Buyers email id ([domexim.chn@stclimited.co.in](mailto:domexim.chn@stclimited.co.in)) before presenting to the bank for payment.

#### 12. **Deviations:**

No Deviations shall be allowed from the tender Terms and Conditions as well as quality specifications. Bids with deviations shall be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format in "***Annexure I***".

#### 13. **Eligibility**

Bid should be submitted by the **FOREIGN SUPPLIER** directly through Central Public Procurement Portal under e-procurement section by using the Digital Signature Certificate as per the instruction provided in the **annexure-VII**.

#### 14. **Submission of Bids:**

Bidders shall submit their offers **in electronic form only**, in two-bid formats.

**Part A: Technical Bid:** (electronic form only). The documents to be enclosed with electronic technical bid are:

a) Technical Bid comprising of offered Quantity, Specifications, Discharge port, Shipment period, etc as per **Annexure-I**

b) Copy of 2% Bid Bond / EMD Money – Payment Details or Bank Guarantee Copy to be enclosed as

applicable.

c) STC's E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per the terms of above E-Tender enquiry and in acceptance of all the terms and conditions of the same.

d) Integrity pact (Annexure VI),

Technical bid is to be uploaded in electronic mode by 11:00 Hrs IST on 31.05.2018.

**Original Bid Bond has to be submitted by post/by hand prior to opening of bids on 31.05.2018 latest by 11:00 hrs IST and received by STC Chennai Branch Office at STC Trade Center, A-29, Thiru-Vi-Ka Industrial Estate Guindy, Chennai - 600 032.**

**Part B: Price Bid** Price Bids are also to be submitted latest by 11:00 hrs IST on 31.05.2018 through electronic mode only.

Both bids "TECHNICAL BID" and "PRICE BID" are to be submitted latest by 11:00 Hours IST on 31.05.2018 through electronic mode. Technical Bid and Price Bid are to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bids will be opened only of those bidders who qualify in the technical bid.

**For submission of bids, Bidders may log on to website [www.eprocure.gov.in](http://www.eprocure.gov.in)**

**TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED AT ANNEXURE VII.**

**PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM WILL NOT BE ACCEPTED.**

Offers should be submitted as per Bids format provided at Annexure-I & II.

The technical bid of tender shall be **opened at 11:30 Hrs. on 31.05.2018 IST** and price bids shall be opened at **15:30 Hrs. IST on same day i.e. 31.05.2018.**

- a) Any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- b) Each page/document must be signed, stamped and numbered by the Bidder.
- c) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.
- f) STC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons therefor.

### 15. **Documents Constituting Purchase Contract**

The Invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the Buyer along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the Seller.

### 16. **Performance Guarantee**

- a) Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to **5% of the value of the contracted goods**, in US Dollars in the form of Bank Guarantee from a Prime Bank to be furnished in the prescribed format as per "**Annexure IV**".
- b) The Performance Guarantee shall be furnished within Seven (7) working days of the date of acceptance of the Bid by the Buyer through Issuance of Letter of Award (LOA) and shall be valid till **12 months (1 year)** from the date of issue of the PBG. **On receipt of Performance Guarantee, contract shall be signed without any change in shipment period.**
- c) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.
- d) Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.
- e) On receipt of original Performance Guarantee equal to 5% of value of contract, the bid bond/money shall be returned to the successful bidder without any interest.

### 17. **Forfeiture Of Performance Guarantee**

1. The Buyer reserves the right to forfeit the Performance Guarantee of the Seller :
  - a) In case the successful bidder submits Performance Bank Guarantee but fails to supply the goods within the specified period ,in addition to invocation of Performance Bank Guarantee, Seller may also be barred from participating in subsequent 5 (five) tenders for import of SOAP NOODLES (80:20)
  - b) Commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Contract.
2. The Performance Guarantee will be released to the Seller on successful and satisfactory execution of the Contract. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of the release.
3. Integrity pact to be signed by Bidder as per the attached format **Annexure VI** along with bid documents.

### 18. **Inspection**

The quality, quantity, weight, packing and container sealing, etc. at load port(s) shall be supervised and certified by internationally reputed Pre- shipment Inspection Surveyor in the country of origin at seller's cost. The report of Surveyor shall, inter-alia, cover Quality, Weight, packing and container sealing, year of produce and specifications.

### 19. **TAXATION:**

All duties, levies, taxes, cess, etc. (including all port dues at load ports), bank charges, including foreign bank's reimbursements commission and all other expenses outside India, shall be borne by seller. Port

dues up to the point of delivery of cargo at discharge port shall be seller's account. All taxes, wharfage and/or dues on vessel freight shall be to the seller's accounts.

## 20. Shipment

1. Seller to arrange 14 Days free detention period for the Container shipments as per trade practice mentioning the same in the Bill of Ladings
2. Seller has to surrender Master BL immediately after sailing of the vessel, any charges towards non compliance/delay to their account. House BL would not be accepted. In case of appointment of consol agent, all charges to the seller's account.
3. Seller has to ensure that the goods are shipped through shortest route and reached destination within the normal voyage period.
4. Detailed terms and conditions of the shipment are mentioned at "Annexure V".
5. The shipment advice shall be sent within 48 hours of shipment to the email id ([domexim.chn@stclimited](mailto:domexim.chn@stclimited)) of the buyer without fail.

## 21. CONFIDENTIALITY

- i) This Tender's provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other party.
- ii) All such information shall be used by the other party only for the purposes of performance of this Tender.
- iii) The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this Tender. This provision, as far as practicable, shall apply to all the concerned officials of either party.
- iv) Confidentiality will be maintained during existence of this Tender and even on termination/expiry.

## 22. Post Landing Survey

In case of any damage to the cargo or any shortages found at discharge port during buyer's survey, the claim shall be lodged by the Buyer on the Seller. **If any quality deviation as against tender specification found in discharge port during cargo clearance, STC has the full rights to cancel the contract without any compensation to seller followed by a claim on seller for 100% invoice value of such rejected cargo plus all expenses incurred at discharge port and thereafter all risks and costs will be to the account of seller for clearing/re-export of such cargo from that point including customs/CFS formalities.**

## 23. Original Shipping Documents

The Seller shall ensure that the bank in India, before arrival of the container, receives original shipping documents. **Calculations of free time will start from the date of arrival of the cargo at discharge port or receipt of negotiable set of original shipping documents at bank or by STC whichever is later.** All expenses like detention, ground rent etc due to delay in receipt of original documents would be to supplier's account. If these original documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to STC against STC's own Letter of Indemnity and instruct the Shipping Agent accordingly.



#### **24. Force Majeure**

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days from the date of occurrence of force majeure.

#### **25. Liquidated Damages for Delay:**

In the event seller fails to effect delivery as per agreed delivery schedule the buyer is entitled to a rebate of US\$ 1.00 PMT per day subject to a maximum of two weeks whereafter buyer will be free to rescind the contract and claim damages @ US\$ 15 PMT for the undelivered quantity.

#### **26. Damages:**

If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the seller shall be liable to pay to the Buyer on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in the Buyer's country and loss of other benefits to the buyer. The quantum of such damages will be determined as suffered by the buyer.

#### **27. Cancellation Of Contract**

If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs, whatsoever arising, in consequences of such cancellation of the contract.

#### **28. Arbitration**

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled by the Arbitration in accordance with the Rules of Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. In all such cases, the jurisdiction shall remain at Chennai only.

#### **29. Indemnification:**

The successful bidder shall fully indemnify, hold harmless and defend the Buyer and its directors, officers etc from and against all claims, liabilities, suits, damages etc caused due to negligence/commission/omission of the Successful bidder, its agents, representatives or sub-contractors or any other person claiming or any other person claiming under this e-tender or under the applicable laws of India.

**TECHNICAL BID**

Name of the Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email address: \_\_\_\_\_

**1. Items, Quantity and Shipment Period**

S.No	Item	Quantity*	Origin	Shipment period	Packing Details	Discharge Port (Buyer's Options)
1	Soap Noodles (80:20)	500 MTs (+/-5%) in containers at Seller's option.	Malaysian 2017-18 Produce	June - Oct 2018 For 6 months from June'18 to Oct 2018 in equal shipment lots.	25 Kg Net in Paper Bags	Chennai CIF-Container Shipment

\* Bid should be made for the complete quantity of 500 MTs

**2. Details of Bid Bond / Earnest Money Deposit:**

Demand Draft/Bid Bond/RTGS No./Bank Name	Date	Amount (in USD/INR)

**3. Quality Specifications**

CHARACTERISTICS	SPECIFICATION REQUIRED
• Moisture % by mass	10 % to 12%
• Total fatty matter % by mass	76 % to 79%
• Alcohol insolubles % by mass	0.5 % (max)
• Free alkali % by mass	Traces upto 0.03%
• Titre value	40 to 42 degree centigrade
• Colour	Pure white (No dull white preferred)

**NOTE: In case of any deviation in quality found in discharge port, STC has the full rights to cancel the contract with the seller without any compensation and thereafter all risks and costs will be to the account of seller including customs/CFS formalities followed by a claim on seller for 100% value of the rejected goods**

**4. SAMPLE SUBMISSION:**

The bidder has to submit a sample of 250 gms soap noodles (pure white) before the tender closing date i.e. before 1100 hrs on 31.05.2018.

**DECLARATION:**

We hereby declare that our business dealings have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I.

**Certificate**

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Date \_\_\_\_\_

Seal of Company \_\_\_\_\_

**PRICE BID**

Name of the Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel No. \_\_\_\_\_

S.No	Item	Quantity*	Origin	Shipment period	Packing Details	Discharge Port (Buyer's Options)	Price quoted in USD Per Metric Tonne- for CIF Chennai basis
1	Soap Noodles (80:20)	500 MTs (+/-5%) in containers at Seller's option.	Malaysian 2017-18 Produce	June - Oct 2018 For 6 months from June'18 to Oct 2018 in equal shipment lots.	25 Kg Net in Paper Bags	Chennai  CIF- Container Shipment	

\* Quantity can be increased or decreased at the sole and absolute discretion of the buyer depending on the prices received in the tender.

Signature of the Bidder \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Seal of Company \_\_\_\_\_

**BID BOND PROFORMA**

*(To be executed by any first class international Bank through its branch office in Chennai (India) on stamp paper of Rs.100/-).*

M/s. State Trading Corporation of India Limited,  
STC Trade Center, A-29,Thiru-vi-ka Industrial Estate,  
Guindy, Chennai – 600 032

Dear Sirs,

1. WHEREAS M/s \_\_\_\_\_(BIDDER) has offered to supply a quantity of \_\_\_\_\_MTs of Soap Noodles (80:20) to STC, and the bidder is required to submit a **Bid Bond @ 2% of the total value of the bid quoted rate of US\$ \_\_\_\_\_PMT** along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale. We (**Name and full address of the Bank**) hereby unconditionally and irrevocably guarantee and undertake to pay the amount demanded by STC not exceeding the sum of US Dollars \_\_\_\_\_only, in case the bidder fails to perform any or all the obligations, undertaken by him as per STC's acceptance, without any reservation, demur, protest and without any reference or recourse to the Bidder notwithstanding any dispute raised by the Bidder in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of invocation of this Bid Bond. Any such demand in writing made by STC, shall be final, conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This Guarantee came into force on \_\_\_ & shall be irrevocable and shall remain valid till \_\_\_ in Chennai.

2. Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to US\$ \_\_\_\_\_(US\$ \_\_\_\_\_only) and it will remain in full force up to **180 days** from the date of issuance. Unless a claim under the guarantee is filed against us on or before \_\_\_\_\_all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, \_\_\_\_\_(Name of the Bank) further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of purchase originally offered by the bidder and any change in the Constitution of said Bidder/ STC/ Bank.

3. This bond will be governed by Indian Laws and will be subject to the jurisdiction of courts at Chennai in India alone.

DATE	FOR
PLACE	BANK

**N.B.** Bid Bond to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.

**PERFORMANCE GUARANTEE BOND**

*(To be executed by any first class International Bank through its Branch office in Chennai (India) on stamp paper of Rs.100/-)*

M/s. State Trading Corporation of India Limited,  
STC Trade Center, A-29,Thiru-vi-ka Industrial Estate,  
Guindy, Chennai – 600 032

1. Against LOI/Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called said LOI/Contract) entered into between STC (hereinafter called the buyers) and M/s \_\_\_\_\_ (hereinafter called the sellers), this is to certify that at the request of the Sellers, We \_\_\_\_\_ (Name and full address of the Bank) (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) have issued this guarantee in favour of Buyers for the amount of US\$ \_\_\_\_\_ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount demanded by the Buyers not exceeding the sum of US Dollars \_\_\_\_\_ only, without any demur, protest and without any reference or recourse to the Seller notwithstanding any dispute raised by the Seller in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of invocation of this Performance Bank Guarantee, if the Sellers fail to perform all or any of their obligations under the said Contract or supply material short than the contracted quantity as revealed by the Joint Survey at the discharge port or if penalties are levied due to quality deviations from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, demurrage and/or Liquidated Damages and/or other recoveries not settled . The decision of the Buyers duly communicated in writing to the bank during its currency that the sellers have failed to perform all or any of the obligations under the LOI/Contract or have delivered short quantity at the discharge port as per joint draft survey report at the discharge port/or penalties have been levied due to quality deviations from contractual specifications as per analysis report at the discharge port or have not settled demurrage and dead freight, shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the sellers). The said amount of US\$ \_\_\_\_\_ will accordingly forthwith be paid without any conditions or proof whatsoever.

2. It is fully understood that this Guarantee is effective for a period of **12 months (1 year)** from the date of issue of the guarantee i.e. upto \_\_\_\_\_ and that we \_\_\_\_\_ (Name of the Bank) undertake not to revoke this guarantee during its currency, without express consent from the Buyer.

3. We, \_\_\_\_\_ (Name of the Bank), further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions

of the said Contract or to 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 Seller and/or forebear to enforce any of the terms and conditions relating to the said Contract and We, \_\_\_\_\_(Name of the Bank) shall not be absolved from our liabilities under this guarantee by reasons of any such variations or extensions 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 have the effect of releasing us but for the provision under this performance guarantee.

4. We, \_\_\_\_\_(Name of the Bank), further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Seller/Buyer/Bank or for any other reason whatsoever.

5. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at Chennai in India alone.

FOR-----BANK

ACCEPTED

N.B. Conditional PBG will not be accepted. PBG to be furnished in US\$ (US DOLLARS) only. Cash against PBG in US\$ (US DOLLARS) is also accepted. **PBG in Indian Rupees will not be accepted.**

**Terms for containerized shipment:**

1. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.
2. **Seller has to surrender Master BL immediately after sailing of the vessel, any charges towards non compliance/delay to their account. House BL would not be accepted.**
3. **Seller has to ensure that the goods are shipped through shortest route and reached destination within the normal voyage period.**
4. **Vessel shall give 15 days prior notice to Buyer at their address given earlier Thereafter 7 days, 3 days and 24 hours firm notices should be given.**
5. **For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings.**



**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 and Branch Office at STC Trade Center, A-29, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai, Tamil Nadu, India - 600 032 hereinafter referred to as "STC",**

**And**

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

**Preamble**

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

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

In order to achieve these goals, STC has appointed 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, association or companies 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 Undertaking 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 though such meetings could have an impact on the contractual relations between STC and the Contractor. The parties may also offer to Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes, 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 shall act in specific manner, or to 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 Branch Office of STC. i.e. Chennai.

(2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing and at the registered office/place of business of the parties.

(3) Side agreements have not been made.

(4) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

(5) 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)**

\_\_\_\_\_  
**(For & on behalf of The Bidder/Contractor)**

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2: Name & Address

**SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.**

E-Tender is available on STC's website and e-procurement website **URL:- [www.stclimited.co.in](http://www.stclimited.co.in), [www.eprocure.gov.in](http://www.eprocure.gov.in)** for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal of NIC **[www.eprocure.gov.in](http://www.eprocure.gov.in)** (a onetime activity) independent of each other as given below.

**Procedure for Obtaining Digital Certificate**

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **[www.eprocure.gov.in](http://www.eprocure.gov.in)**.

**NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering.**

**Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.**

**Procedure for Registering in E-Procurement portal**

Further, the bidder will have to register with E-Procurement portal. For registering, please go to **URL:- [www.eprocure.gov.in](http://www.eprocure.gov.in)** and follow the directions. In case of any difficulty, either mail or talk to the Technical Support Engineer through customer care support details provided in the referred website.

**Note:** For any queries relating to the process of online bid submission or queries relating to Procurement Portal ([eprocure.gov.in](http://eprocure.gov.in)), the bidders may contact CPP Portal Helpdesk.

Earnest Money in physical form should reach us on or before closing date and time of tender.