

# THE STATE TRADING CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg New Delhi-110 001

(Telephone No.: +91-11-23313177) Website: www.stclimited.co.in

TENDER NO.: STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017

for

Supply of 25,000 MT (+/- 5%) of Urea (46% N) and 25,000 MT (+/- 5%) of DAP (18.46.0) to AICL, Nepal

Closing at: 1100 Hours of 13.10.2017 Opening at: 1115 Hours of 13.10.2017

The State Trading Corporation of India Ltd. (STC), a Government of India Enterprise and a company registered under the Indian Companies Act 1956, is into business of imports and exports of various commodities including urea and other fertilizers/ complex fertilizers.

Agriculture Inputs Company Limited (AICL), Nepal has issued a Tender No. KPN/80/074/75 & KPN/81/074/75 dated 07.09.2017 due on 25.10.2017, for import of 25,000 MT (+/- 5%) of Urea (46% N) and 25,000 MT (+/- 5%) of DAP (18.46.0) respectively (copy enclosed). STC is keen to participate in the captioned tender enquiry and is seeking back up support for the same. We would like to have a Back to Back arrangement with the global suppliers for participating in the above tender for supply of Urea in case order is placed on STC.

STC would quote the rates to AICL (Nepal) on the basis of rates/prices offered by the lowest bidder to STC after adding a Trading Margin of STC @ 3% of the CIP Nepal value plus agency commission charges of Rs. 165/- PMT of our authorized agent in Nepal.

The basic terms of order received by STC from AICL (Nepal) shall mutatis mutandis apply in the back-to-back contract to be finalized between STC and the lowest bidder except payment terms.

AICL's Tender document is enclosed herewith and it forms an integral part of STC's Tender document. All the terms and conditions of AICL's Tender shall be accepted and applicable on the Associate supplier in toto. The Associate Suppliers shall be fully liable to comply with all the terms and conditions of STC & AICL's Tender.

Please note that M/s Annapurna Impex, 184, Main Road Birat Nagar, Nepal is STC's authorized agent in Nepal for submission of offer and co-ordination with AICL, Nepal for this case for which STC will be paying them Rs. 165/- PMT. In addition to STC's trading margin of 3%, we shall be adding the commission to be paid to our said agent in the rates quoted by you while quoting our rates to AICL, Nepal. The bidder shall have to pay directly all charges/ commission of their authorized agent in Nepal (if any) for follow up with AICL, Nepal for satisfactory execution of this transaction.

Interested Suppliers are requested to submit their offer to STC under **Two Bid system i.e. Techno** Commercial Bid and Price Bid through www.eprocure.gov.in with earliest delivery schedule by 1100 Hours (IST) on 13.10.2017 as per following Terms and Conditions:-

1	SCOPE OF WORK	All activities including port and custom formalities at discharge port in India, filing Bill of Entry in STC's name, arranging storage of bagged cargo at port or other godowns in India, arranging
		bagging of material in 50 Kg bags as per requirement of AICL

		(Nepal) i.e. at manufacturer's plant or loadport only, appointing CHA agent, storage insurance, transportation upto designated warehouses as per AICL's Tender, handling of cargo at various stages, arranging clearance of the representative of AICL (Nepal) at Indian load-port, co-ordination with Railways/Road Transport, supply of spare bags, etc. up to safe delivery to AICL (Nepal) as per their Tender No. KPN/80/074/75 & KPN/81/074/75 dated 07.09.2017 due on 25.10.2017 shall be done by the supplier at their own cost. STC will extend necessary help like signing of documents for import in India and final export to Nepal. Please note that all the statutory and legal requirements within and outside India have to be complied by the supplier. STC will not be responsible for any lapses in this matter.
2	SPECIFICATION and PRINTING	As per AICL's Tender document enclosed.
3	VALIDITY OF OFFERS	The offers to be kept valid for acceptance by STC upto 1730 Hrs IST on 24.11.2017
4	TENDER DOCUMENT FEES	Non-Refundable Tender Document Fees of Rs. 10,000 must be submitted by the Bidder for each tender through RTGS/NEFT in STC's Account as under:
		Name of account holder: The State Trading Corporation of India Limited Name of the Bank: IndusInd Bank Limited, Barakhamba Road, New Delhi A/c No: 200000550077 IFSC Code: INDB0000005 Remarks: STC AICL Tender September 2017
		Copy of documentary proof of remittance of Rs. 10,000/- for each tender to STC's Bank account is to be submitted in e-procurement mode along with the Techno-Commercial Bids.
5	BID BOND & PERFORMANCE BANK GUARANTEE	Bid Bond for Urea is US\$ 2,25,000.00 and for DAP is US\$ 3,12,000.00 valid for a minimum of 150 days from the date of opening of AICL's tender shall be furnished by way of unconditional bank guarantee drawn in favour of "State Trading Corporation of India Limited, New Delhi" issued by first class international bank through its branch office in New Delhi.
		In case the order is placed on the bidder, bidder shall have to submit Performance Bank Guarantee @ 5% of the total delivery price plus STC's trading margin @3% and Rs.165/- PMT (in equivalent US Dollars) to be paid to STC's authorized agent in Nepal within 10 (Ten) days from the date of receipt of letter of acceptance of tender from STC.
		Performance Bank Guarantee to be issued by first class international bank through its branch office in New Delhi in favour of "The State Trading Corporation of India Limited, New Delhi" and should be valid for a minimum of 9 months from the date of signing of this Contract subject to renewal for an extended period at the request of STC. No Interest shall be paid by STC on Bid Bond amount. The Bid Bond shall be released to the Bidder on submission of acceptable Performance Bank Guarantee and signing of the contract.
		Formats of Bid Bond and Performance Guarantee Bond to be submitted to STC are attached as per Annexure I and II.
		In case tenderer withdraws their offer within the validity period or fails to submit performance bond, bid bond submitted by tenderer shall be forfeited by STC. In case STC's Bid Bond /Performance Bank Guarantee is forfeited by AICL, Nepal due to any reason, the back-up Bid Bond/ Performance Bank Guarantee submitted by bidder shall also be forfeited forthwith by STC.

6	TECHNO COMMERCIAL BID	Tender Form (as per Annexure IV) and Techno Commercial Bid (as per Annexure-V), have to be mandatorily submitted in electronic mode through e-procurement portal of NIC (eprocure.gov.in) failing which offer is liable to be rejected at sole discretion of STC.  Following documents as part of the Techno- Commercial Bid (along with Annexure V, duly filled in, signed & stamped) have to be submitted by bidder in physical mode only in a sealed envelope addressed to Shri. K. L Malhotra, 6 <sup>th</sup> Floor (Annexe), The State Trading Corporation of India Limited, Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi-110 001 and is to be dropped in the Tender Box placed at Reception:-
		<ul> <li>(a) Bid Bond for US\$ 2,25,000.00 &amp; US\$ 3,12,000.00 as per Clause No.5 (Annexure-I)</li> <li>(b) Signed and stamped Integrity Pact as per Annexure III.</li> <li>(c) Duly filed in Tender Form as per Annexure-IV</li> <li>(d) Techno Commercial Bid as per Annexure-V</li> <li>(e) Manufacturer's Authorisation as per Annexure-VI.</li> <li>(f) Certificate of analysis as per Annexure-VII.</li> <li>(g) Certificate of agriculture use as per Annexure-VIII.</li> <li>(h) Self Declaration form as per Annexure-IX.</li> <li>(i) Copy of documentary proof of remittance of Rs. 10,000/- to STC's Bank account towards Tender document fee.</li> <li>(j) Signed and stamped copy of STC's tender document along with AICL's Tender document, duly signed &amp; stamped by the authorised signatory, as a token of acceptance.</li> </ul>
7	PRICE BID	The bidders are requested to submit their most competitive and firm Price Bid to STC on CIP Nepal basis (Biratnagar, Birgunj and Bhairahawa AICL warehouses) with Insurance upto Nepal destinations in the Price Bid format as per Annexure-X, mandatorily through electronic mode only.  Please note the price should include charges incurred for arranging completion of all discharge port formalities including unloading, filing bill of entry, customs clearance & handling of the consignment, entry tax, payment of customs duty and port dues in India and Nepal/other charges, port handling and clearing charges, local taxes/levies, other statutory charges etc., cost/ charges for storage of material at port and thereafter arranging transportation and payment of freight and other related charges of the bagged Fertilizers to final destinations in Nepal by railway rake/road as per AICL's (Nepal) requirement and in strict compliance of terms and conditions contained in enclosed AICL's Tender No. KPN/80/074/75 & KPN/81/074/75 dated 07.09.2017 due on 25.10.2017.  Please note that rates should be quoted by the bidder in US\$ on CIP Nepal basis (Biratnagar, Birgunj and Bhairahawa AICL warehouses) showing the following components separately:  1. CIF (Indian Discharge Port) price.  2. Charges/Rates for all activities to be done in India and Nepal till delivery of bagged cargo to designated godowns as per AICL's Tender.  Prices Bid should be quoted on bidder's/company's letterhead duly signed and stamped by authorised signatory of the
8	PAYMENT	Payment will be made to the supplier through banking channel directly to supplier's bank A/c after receipt of the same from the AICL (Nepal) on pro-rata basis i.e. for example if AICL (Nepal)

releases 95% of payment to STC then STC will also release 95% of the supplier's payment after deducting STC's cost/expenses towards exchange rate loss, transit loss etc. that may incur in this transaction. Deductions made by AICL (Nepal) from the payment to STC shall also be deducted at actual from the supplier.

The bidder will submit the following documents to STC directly for submitting to AICL (Nepal) for claiming payment from them:

- ORIGINAL COMMERCIAL INVOICES.
- FULL SET OF OCEAN BILL OF LADING MARKED "FREIGHT PREPAID" AND CLEAN ON BOARD ISSUED TO THE ORDER OF "NAME OF THE BANK (AICL'S BANK IN NEPAL)" AND CONSIGNED TO "AGRICULTURE INPUTS CAOMPANY LIMITED, KULESHWOR, KATHMANDU, NEPAL" EVIDENCING THE GOODS CONSIGNED.
- 3. ORIGINAL CERTIFICATE OF MANUFACTURER CERTIFYING QUALITY OF GOODS.
- ORIGINAL CERTIFICATE OF COUNTRY OF ORIGIN ISSUED OR ENDORSED BY THE CHAMBER OF COMMERCE.
- ORIGINAL INSURANCE POLICY **INSURANCE** CERTIFICATE COVERING ALL MARINE RISKS AND NON-DELIVERY INCLUDING TPND, SRCC, WATER DAMAGE, ETC.
- CHARTER PARTY AGREEMENT (IF ANY).
- ORIGINAL CERTIFICATE OF QUALITY, QUANTITY ISSUED BY SGS.
- PACKING LIST SHOWING GROSS/NET WEIGHT AND NUMBER OF OCEAN BILL OF LADING.
- OF CERTIFICATE HOLD AND HATCH CLEANLINESS ISSUED BY SGS.
- 10. CERTIFICATE OF NON-CONTAMINATION AND CERTIFICATE OF FIT FOR AGRICULTURAL USE ISSUED BY SGS.
- 11. CERTIFICATE OF **INSPECTION ISSUED** BYSOCIETE GENERAL SURVEILLANCE (SGS) AT THE PLACE OF LOADING.

## INTEGRITY PACT

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annex-III), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link http://www.stclimited.co.in/corporatecommitments/Integrity-pact.aspx. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- (b) The IP shall be executed on a plain paper and duly signed and stamped on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub- contractors/associates accordingly.
- (e) The Independent External Monitor (IEM) for this tender shall be Mr. Kaushlesh K. Sinha (Email: sinhakaykay@gmail.com). All correspondence to IEM regarding implementation of IP may either be made directly to their email or addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg,

		New Delhi – 110001.
		1.0w Delin 110001.
10	SUBMISSION OF OFFERS	<ul> <li>a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by 1100 Hours of 13.10.2017 under Two Bid system i.e. Techno Commercial Bids and Price Bid.</li> <li>b) Techno Commercial Bids shall be opened at 1115 Hours of 13.10.2017. Price Bid of only Technically qualified bidders shall be opened.</li> <li>c) Bids shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in/eprocure).</li> <li>d) For submission of e-bids, bidders are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (http://eprocure.gov.in/eprocure) using Class-II/ Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct/true. Bidders have to abide by all the terms &amp; conditions mentioned during registration process.</li> <li>e) The financial instrument such as Tender Fees, EMD etc. must be received in STC's account before closure of the Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.</li> <li>f) Bidders are required to provide the original copies of all the relevant documents mentioned at Serial No. 6 in sealed envelope.</li> <li>g) Bidders are advised in their own interest to submit the online bids well before the bid submission end date &amp; time (as per Server System Clock of CPP).</li> <li>h) A bidder may modify, substitute or withdraw its e-bid after submission but in any case before the last date and time of bid submission.</li> <li>i) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid.</li> <li>j) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.</li> <li>k) STC may ask the bidders to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.</li></ul>
11	FORCE MAJEURE	

		be submitted within 15 days.
12	CANCELLATION CONTRACT	If the seller fails to deliver the goods with in specified delivery period for reasons other than Force Majeure, the STC shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.
13	INDEMNIFICATION	Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/ quality/ weight/purity/marking/ specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/ handling agent/ omissions/ negligence/ mistake/ misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with this Tender.
14	ARBITRATION	In the event of any dispute arising between the Parties in relation to or under this Agreement/ EOI, the same shall be settled by arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi. The decision of the arbitration tribunal shall be final and binding. The venue of the arbitration shall be New Delhi, India. The language of arbitration shall be English. The governing laws shall be laws of India. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any of its amendments thereof.
15	NO LIABILITY/ OBLIGATION OF GOVT. OF INDIA	It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.
16	OTHER TERMS AND CONDITIONS	<ul> <li>(a) No bids shall be accepted in hard copy or in any other form.</li> <li>(b) Conditional offers will be rejected summarily.</li> <li>(c) Sub-contracting of order will not be allowed.</li> <li>(d) The Bidder shall not submit their offer through other Indian Trading Companies like MMTC, IPL, etc against the AICL's above-mentioned tender enquiry if STC submits its bid based on their offer to STC. However, if STC does not submit its bid to AICL, Nepal based on the bidder's offer to STC, the</li> </ul>

bidder will be free to participate directly, if the bidder so desire, in the aforesaid tender of AICL. STC shall give unsuccessful bidders adequate notice in this regard. (e) All terms and conditions including specification of AICL, Nepal's Tender No. KPN/80/074/75 & KPN/81/074/75 dated 07.09.2017 due on 25.10.2017, for import of 25,000 MT (+/-5%) of Urea (46% N) and 25,000 MT (+/- 5%) of DAP respectively including penalties/Liquidated (18.46.0)Damages etc. shall be acceptable to the bidder in toto. (f) Price Bid shall be evaluated and finalised as per lowest bid. (g) STC reserves the right to accept or reject any one or all the Bids/Offers in part or full without assigning any reason thereof. STC is not bound to accept the lowest quotation and STC may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher. (h) In all case of disputes, the decision of STC/AICL shall be final. (i) On receipt of confirmation on acceptance of STC's Tender Bid from AICL, STC will enter into a Back to Back Agreement with the Bidders/Back to Back Associate Supplier and all the terms & conditions of respective Supply Order/Purchase Order of STC's Buyer will be binding on the part of Associate in full. (j) No deviation to the terms & conditions, of whatsoever nature, will be entertained by STC. (k) Additional information/ corrigendum/ addendum regarding the tender shall be posted only on STC's website i.e. www.stclimited.co.in GOI's website and i.e. www.eprocure.gov.in from time to time. No press advertisement issued shall be for updation/corrigendum/addendum. Prospective bidders are, therefore, advised to regularly visit these websites to update themselves. SUB-CONTRACTING 17 No Sub-contracting by the applicant shall be accepted. Any Sub-contracting shall be treated as breach of terms and conditions of this agreement, as the consequences of which the security deposit, if any, shall be forfeited in addition to right of termination of the contractual relations with such applicant at the sole discretion of STC. STC reserves the right to: I. Issue written amendments to this Tender, including varying the specified documents. II. Suspend or cancel this tender process, in whole or in part, at any stage prior to completion of contract negotiations, without incurring any liability. III. Accept or decline any or all responses. IV. Not to give reason for any rejection in any bidder/bidders or response, or for any suspension or cancellation of this empanelment process. V. Select or shortlist of any number of responses on any basis and enter into negotiation with any shortlisted applicant. VI. Alter any date or time in the process. The Tender will be governed by the laws and procedures 18 APPLICABLE LAW AND JURISDICTION established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between the parties shall be governed by the courts/tribunals/forums situated in Delhi which shall have the exclusive jurisdiction, to ascertain such

		disputes.
19	OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THEREIN	All expression of documents will become the property of STC upon submission. Where the applicant believes that information provided in response to this EOI, or should be kept confidential, or disclosure of this information would unreasonably affect the applicant's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such documents 'confidential'. In so far as is practicable, STC will give effect to the applicant's stated wishes, and request for access to such information will be determined under the RTI Act.
20	NO CONTRACTUAL OBLIGATION	STC is not bound contractually or in any other way to any applicant to this Tender. STC is not liable for any costs of compensation in relation to the consideration of this Tender whether or not STC terminates, varies, or suspends the Tender or takes any other action permitted under this Tender, including consideration of concepts proposed in future developments.
21	DISCLAIMER	The issue of this document does not in any way commit or otherwise obliges STC to proceed with all or any part of the procurement process.  This Tender is not the subject of any process or any contractual obligations between STC and prospective applicant. STC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective applicant. STC reserves the right to consider or reject any offer at any point of time without assigning any reasons whatsoever.

We look forward to your most competitive offer within stipulated date and time schedule.

K.L. MALHOTRA Chief Manager (Marketing)

# **BID BOND PROFORMA**

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

	M/s. State Trading Corporation of India Limited, Jawahar Vyapar Bhavan, 1, Tolstoy Marg, New Delhi —110001
	Dear Sirs,
1.	WHEREAS M/s(offeror) has offered to supply a quantity of MTs of to STC of India Limited, and the offeror is required to submit a Bid Bond for US\$ as a guarantee for fulfillment of all the terms and conditions of Tender document, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC of India Limited, New Delhi the amount of US\$ in case the offeror fails to perform any or all the obligations, undertaken by him as per STC's acceptance without any reservation, protest, demur and recourse to said offeror. Any such demand in writing made by STC of India Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. This Guarantee shall be irrevocable and shall remain valid for a minimum of 150 days from the date of opening of AICL's tender.
2.	Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to US\$ and it will remain in full force upto (minimum of 150 days from the date of opening of AICL's tender. 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 (Bank) shall be relieved and discharged from all the liabilities there under. We,(Bank) further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of purchase originally offered by the offeror.
3.	This bond will be governed by Indian Laws and will be subject to the jurisdiction of courts at New Delhi 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 having Branch office in New Delhi (India) on stamp paper of Rs.100/-)

M/s. State Trading Corporation of India Limited, Jawahar Vyapar Bhavan, 1, Tolstoy Marg, NEW DELHI —110001.

1.	Against LOA/Contract Nodated(hereinafter called said
	LOA/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 Draft Survey at the discharge port or if penalties
	are levied due to quality deviations (nutrients/moisture/particle size) from contractual
	specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage and/or Liquidated Damages and/or other recoveries not settled. 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 LOA/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 (nutrients/moisture/particle size) from contractual specifications as per analysis
	report at the discharge port or have not settled despatch/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.
	without any conditions of proof whatsoever.
2.	It is fully understood that this Guarantee is effective for a period of <b>09 months</b> 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 written 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 by any reason of any other act or forbearance or other acts of omission on the part of the
	buyer or any other indulgence shown by the buyer or by any other matter or thing whatsoever
	which under law would, but for the provision, have the effect of relieving the bank.
2.	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.

3.	The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent
	Courts/Tribunals at New Delhi in India alone.

FOR
BANK ACCEPTED

- N.B. (i) Conditional PBG will not be accepted. (ii) PBG to be furnished in US\$ (US DOLLARS) only. (iii) PBG in Indian Rupees will not be accepted.

#### **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
				, h	ereinafter referre	d to a	as "The	Bid	der".		

## **Preamble**

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

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) 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.

- (1) The Bidder 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 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 will not enter with other bidder(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 will not commit any offence under the relevant IPC/PC Act. Further the Bidder 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 of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder 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 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 will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.
- The Bidder/Contractor signing IP shall not approach the courts while representing the matter to IEMs and he/she will await their decision in the matter.

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

If the Bidder/Contractor, before award of the contact 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 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 nhas 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**

Witness 1 : Name & Address

- (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.

Witness 2 : Name & Address

(For & on behalf of The Bidder/Contractor)
(Office Seal)

## **TENDER FORM**

M/s. State Trading Corporation of India Limited, Jawahar Vyapar Bhavan, 1, Tolstoy Marg, NEW DELHI —110001.

Subject: Offer for supply and delivery of Urea-Fertilizer Grade against STC's Tender No. STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017 due on 13.10.2017.

Sir.

In response to your Tender No. **STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017 due on 13.10.2017** for supply and delivery of 25,000 MT (+/- 5%) of Urea (46% N) and 25,000 MT (+/- 5%) of DAP (18.46.0) chemical fertilizers on CIP Nepal delivery basis;

1. I/We hereby offer to supply and deliver chemical fertilizers as per the specifications and

	quantity mentioned in the tender and rates are as quoted in attached Appendix.
2.	I/We have read the conditions of STC's as well as of AICL's tender document and agree to abide by all the conditions mentioned in these documents.
3.	Bid Bond of US\$dated& US\$dated issued byBank in favor of "The State Trading Corporation of India Limited, New Delhi Limited is attached herewith.

- 4. I/We agree to the bid bond being forfeited without prejudice to any acts, rights or remedies to the STC in case of failure to submit required Performance Bank Guarantee within stipulated time, or withdraw our offer before expiry of validity of tender or fail to sign contract within the stipulated time.
- 5. Until the formal supply and delivery contract is signed, acceptance of this tender shall constitute a binding agreement between me/us and STC subject to the restriction as may be mutually agreed to and as indicated in the letter of acceptance of my/our tender.
- 6. Our offer is valid upto 1730 Hrs IST on 24<sup>th</sup> November, 2017.

(Signature of the Bidder)
Designation:
Name of the Bidder:
Address:
Date:
Seal:

Yours Faithfully,

# TECHNO-COMMERCIAL BID FORMAT (ON BIDDER'S LETTER-HEAD)

# (STC'S TENDER NO. STC/FERT/AICL/UREA/2017-18/01 DATED 05.10.2017

Offer	Ref. No		Date						
1.	Name of Bidd Address	ler :							
	Contact Perso	on Name :							
	Telephone no	:: Fax N	lo	; e-	mail ID: _				
2.	Quantity offer	red against the Tender (M	IT):						
3.	Country of Or	rigin:							
4.	Validity of Of	ffer: UPTO 1730 HRS IS	T ON 24.	.11.2017.					
5.	Delivery Sche	edule:							
6.	Earnest Mone	y deposited (to be attache	ed in origi	nal)					
	Sr. No.	Bid Bond Number	Date	Amount (US\$)	Issuing bank	Validity			
	01.								
	02.								
7.	Signed and sta	amped Integrity Pact (enc	closed):			1	J		
8.	Signed and sta	amped Tender Form (enc	losed):						
9.	(b) Certificate	nrer's Authorization (encle of Analysis (enclosed) e of Agriculture Use (enclosed) ration Form	,						
10	(Offers with do We have car STC/FERT/AIO KPN/80/074/75 the same with	om tender Terms, if any: leviations are liable to be efully gone through all CL/UREA/2017-18/01 D. 5 & KPN/81/074/75 dated out any condition/deviation nutatis mutandis apply in the terms.	rejected a the term ATED05.1 07.09.2017 n. The ba	s and cond 0.2017 as due on 25. sic terms of	ditions of well as 10.2017 and order rece	the STC's AICL's hereby agreeived by STC	Tender No ee to abide by C from AICI		
	Name & Signature of the Bidder								
	Place:			With Se	eal of Desig	gnation			

Date:

#### **Manufacturer's Authorization**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated and should bear official seal. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid.]

Date: [insert date (as day, month and year) of Bid Submission]

To:

The State Trading Corporation Of India Ltd. Jawahar Vyapar Bhawan, Tolstoy Marg New Delhi-110 001

(Telephone No.: +91-11-23313177).

This with reference to your notice on the Supply and delivery of 25,000 MT (+/- 5%) of Urea (46% N) Fertilizer grade and 25,000 MT (+/- 5%) of DAP (18.46.0) vide Tender No. STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017, we [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or *brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby confirm to supply the Goods as per specification and quantity, with respect to the Goods offered by the above firm. We hereby also confirm that the offer product is free from contamination of any radioactive element and any other deficiency.

We also hereby confirm that we are having all the valid licenses and approval required for the manufacture of the goods mentioned below.

We also certify that the Specification of the product are as follows:

#### **SPECIFICATION**

#### **Product & Grade**

Prilled or granular (Urea 46% N)

#### 1. Specification of Urea Fertilizer & Quantity Required :

i. Physical Condition

1.1 Description : Free flowing, white granules

1.2 Form : Prilled or granular

1.3 Particle Size : 90 % of the material shall pass through 2.8 mm sieve

and not less than 80 percent by weight shall be

retained on 1 mm sieve

ii. Total Nitrogen Percent by weight
 iii Biuret Percent by weight
 iv. Moisture Percent by weight
 it.5% Maximum
 it.0% Maximum

v. Quantity : 25,000 MT (±5 percent) vi Packing : Bagged 50 Kg net.

## **Product & Grade**

## DAP 18:46:0

1. Sı	pecificati	on of DAP	Fertilizer	&	Ouantity	y Rec	uired:
-------	------------	-----------	------------	---	----------	-------	--------

i) Physical condition:	
a) Description	Free flowing, granules.
b) Particle Size	90 % of the materials shall pass through a 4 mm IS sieve and shall be retained on a 1 mm IS sieve.  Not more than 5% shall be below than 1 mm size
ii) Chemical Composition	
a) Total Nitrogen, Percent by weight: b) Ammoniacal Nitrogen, percent by weig c) Total Phosphorus (as P2O5) percent by d) Water Soluble Phosphates (as P2O5) per e) Moisture, Percent, by weight: iii) Quantity:	ht: 17% Minimum weight: 46% Minimum
iv) Packing:	Bagged 50 Kg Net weight
	thorized representative(s) of the Manufacturer] ized representative(s) of the Manufacturer]
Title: [insert title]	
Dated on day of	,[insert date of signing]

### **Certificate of Analysis**

[The Bidder shall require the Government Approved Independent Testing Laboratory to fill or endorse in this Form in accordance with the instructions indicated and should bear official seal. This letter of Analysis Test Report should be on the letterhead of the Government Approved Independent Testing Laboratory or endorsed by such Laboratory and should be signed by a person with the proper authority to sign documents. The Bidder shall include it in its bid.]

Date: [insert date (as day, month and year) of Bid Submission]

To:

The State Trading Corporation Of India Ltd. Jawahar Vyapar Bhawan, Tolstoy Marg New Delhi-110 001

(Telephone No.: +91-11-23313177).

This with reference to your notice on the Supply and delivery of Urea Fertilizer 25,000 MT (+/- 5%) & DAP (18.46.0) 25,000 MT (+/- 5%) of vide Tender No. STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017, we [insert complete name and address of Government Approved Independent Testing Laboratory], who are Government Approved Independent Testing Laboratory of [insert type of goods testing], do hereby certify/endorse the results of test report of the [insert name of the product] offered by [insert complete name of Bidder] and the product of [insert complete name of manufacturer] results test report as follows:

#### **SPECIFICATION**

#### **Product & Grade**

Prilled or granular (Urea 46% N)

#### 1. Specification of Urea Fertilizer & Quantity Required:

i. Physical Condition

1.1 Description : Free flowing, white granules

1.2 Form : Prilled or granular

1.3 Particle Size : 90 % of the material shall pass through 2.8 mm sieve

and not less than 80 percent by weight shall be

retained on 1 mm sieve

ii. Total Nitrogen Percent by weight
 iii Biuret Percent by weight
 iv. Moisture Percent by weight
 iv. Maximum
 iv. Maximum

v. Quantity : 25,000 MT (±5 percent) vi Packing : Bagged 50 Kg net.

#### **Product & Grade**

#### DAP 18:46:0

#### 1. Specification of DAP Fertilizer & Quantity Required:

i) Physical condition:

a) Description Free flowing, granules.

b) Particle Size 90 % of the materials shall pass

through a 4 mm IS sieve and shall be retained on a 1 mm IS sieve.

Not more than 5% shall be below than 1 mm size

ii) Chemical Composition	
a) Total Nitrogen, Percent by weight:	18% Minimum
b) Ammoniacal Nitrogen, percent by weight:	17% Minimum
c) Total Phosphorus (as P2O5) percent by weigh	ght: 46% Minimum
d) Water Soluble Phosphates (as P2O5) percent	at by weight: 41% Minimum
e) Moisture, Percent, by weight:	1.5% Maximum
iii) Quantity:	25,000 MT (± 5 percent)
(v) Packing:	Bagged 50 Kg Net weight
Signed: [insert signature(s) with seal of author Testing Laboratory]	rized representative(s) of the Government Approved Independent
Name: [insert complete name(s) of authorized Testing Laboratory]  Title: [insert title]	ed representative(s) of the Government Approved Independent
Dated on day of	,[insert date of signing]

## **Certificate of Agriculture Use**

[The Bidder shall require the Government Approved Independent Testing Laboratory to fill or endorse in this Form in accordance with the instructions indicated and should bear official seal. This Certificate of Agriculture Use should be on the letterhead of the Government Approved Independent Testing Laboratory or endorsed by such Laboratory and should be signed by a person with the proper authority to sign documents. The Bidder shall include it in its bid.]

Date: [insert date (as day, month and year) of Bid Submission]

To:

Title: [insert title]

The State Trading Corporation Of India Ltd. Jawahar Vyapar Bhawan, Tolstoy Marg New Delhi-110 001 (Telephone No.: +91-11-23313177).

This with reference to your notice on the Supply and delivery of Urea Fertilizer 25,000 MT (+/- 5%) & DAP (18.46.0) 25,000 MT (+/- 5%) vide Tender No. STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017, We [insert complete name and address of Government Approved Independent Testing Laboratory], who are Government Approved Independent Testing Laboratory of [insert type of goods testing], do hereby certify the [insert name of the product] offered by [insert complete name of Bidder] and the product of [insert complete name of manufacturer] are fit for agricultural use.

Signed: [insert signature(s) with seal of authorized representative(s) of the Government Approved Independent Testing Laboratory]

Name: [insert complete name(s) of authorized representative(s) of the Government Approved Independent Testing Laboratory]

L		_							
Dated	on _		day	of	,	[insert	date	of	sign:

## SELF DECLARATION FORM

Name of the purchaser: The State Trading Corporation of India Limited

Tender Notice No.: STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017

Dear Sir,

I/We for the purpose of supply and delivery of chemical fertilizer in The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001

## .Declare that, we

- o are not ineligible for the purposed procurement proceedings.
- o don't have conflicts of interest in the proposed procurement proceedings.
- o have not been punished by any authority in the related procession.
- Have not been Blacklisted by any Government Organization/Undertaking or its subsidiaries in India and Nepal.

Date: Place:

Yours faithfully,

Signature of the Bidder (On behalf of Principal Supplier) With seal

(This form shall be duly filled and signed by the bidder (On behalf of Principal Supplier) & submitted along with the original copy of the Bid.)

## PRICE BID FORMAT

## (Tender Notice No. STC/FERT/AICL/UREA/2017-18/01 Dated 05.10.2017)

ITEM	WAREHOUSES/ QUANTITY	CIF (INDIAN DISCHARGE PORT) PRICE	CHARGES/RATES FOR ALL THE ACTIVITIES TO BE DONE IN INDIA AND NEPAL	TOTAL CIP (AICL WAREHOUSE) PRICE	COUNTRY OF ORIGIN
UREA					
(46% N)	BIRATNAGAR 5,000 MT				
	BIRGUNJ 10,000 MT				
	BHAIRAHAWA 10,000 MT				
DAP (18.46.0)					
	BIRATNAGAR 5,000 MT				
	BIRGUNJ 10,000 MT				
	BHAIRAHAWA 10,000 MT				
Signature of Bidder					
Name:					
Designation:					
Address:					
Seal:					

## Note:

- 1. Please note that rates should be quoted by you in equivalent US Dollars on CIP Nepal basis (Biratnagar, Birgunj and Bhairahawa AICL's warehouses) showing the following components separately:
  - (i) CIF (Indian discharge port) price.
  - (ii) Charges/rates for all activities to be done in India and Nepal till delivery of bagged cargo to designated godowns as per AICL's tender.
  - 2. 1.5% spare bags will be supplied free of cost.