

THE STATE TRADING CORPORATION OF INDIA LIMITED : NEW DELHI
CORPORATE IDENTITY NUMBER L74899DL1956GOI002674
(FERTILIZERS DIVISION)

TENDER FOR SUPPLY OF UREA 50,000 MT(+/-10%)OF PRILLED/ GRANULAR UREA (FERTILIZER GRADE) 46% NITROGEN MINIMUM (IN 50 KG BAGS) TO NATIONAL TRADING LIMITED (NTL), NEPAL THROUGH STC

Tender No. :STC/FERT/NTL/UREA/2016-17/01 Dated- 09.09.2016

1. 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. **National Trading Limited (NTL), Nepal** has authorized STC to supply 50,000 MT (+/-10%) of Urea (Fertilizer Grade) 46% Nitrogen minimum (packed in 50 Kg bags).
2. STC, therefore, seeks offers in two part bidding system for supply of imported Urea to Nepal through STC. We would like to have a Back to Back arrangement with reputed foreign Supplier /manufacturer for supply of Urea to NTL, Nepal through STC. **The last date of submission of offer in STC is 16.09.2016.**
3. STC invites offers through electronic mode as per procedure described below for supply of Prilled/Granular Urea (Fertilizer Grade) 46% Nitrogen minimum, in bags, **CIP Birgunj (NTL warehouse) and also on CIP Raxaul Basis** for arrival at Destination within **40 days from date of issuance of Letter of Award (LOA) by STC.** STC reserves the right to accept bids either on CIP Birgunj or CIP Raxaul basis or not to accept any bid at all.
4. The Tender document can be obtained from the office of Sh. K.L. Malhotra, Manager (Marketing), 6th Floor Annexe, STC, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi on written request on the letter head of the company. Tender document can also be downloaded from STC's website i.e. www.stclimited.co.in
5. **Corrigendum/ Addendum, if any shall be published only on STC's website.** Detailed terms and conditions for import of Urea shall be as per the tender terms which are integral part of this Tender.
6. All Bidders are required to submit their bids in TWO BID SYSTEM as "Techno- Commercial Bid" and "Price Bid" in electronic mode on e-Procurement Portal of NIC (eprocure.gov.in.). Covering letter only on bidder's letter head (as per Annexure VIII) and Techno- commercial bid (as per Annexure V) shall be submitted electronically as techno-commercial bid. However, Documents mentioned at Serial no.7 shall be submitted in physical mode in a sealed envelope and have to be deposited in tender box kept conspicuously on the Ground Floor (Main Reception) of STC before closing time and date. Bidders shall strictly comply with the Terms and Conditions of e-procurement mentioned in NIC Website www.eprocure.gov.in. for submission of Techno- Commercial Bid & Price Bids in electronic mode.

7. I) **Techno-commercial bids-**

Following documents as part of the Techno- Commercial Bid have to be submitted by bidder in physical mode also:-

- a) Covering Letter on bidder's letter head mentioning the documents submitted in Physical form (as per Annexure VIII).
- b) Original Bid Bond as per STC's format at Annexure I or Demand Draft towards EMD of Bid Bond (Considering Plus Tolerance)
- c) Latest Bank reference report (for Category III suppliers).
- d) Duly filled in Techno- Commercial Bid Format on Bidders letter head as per Annexure – V
- e) Credit Rating Report (Category III suppliers).
- f) Letter of Authority in favour of local agents (as per Annexure-IX) on principal foreign company's letter head, duly signed and stamped by the 'Authorised Representative (AR)' of the principal foreign company, including attestation of local agent's signatures by the Principals.
- g) Board's Resolution/Letter of Authorisation on principal foreign company/firm's letter head duly authorising the AR.
- h) Complete set of STC's Tender Document as a token of your acceptance of all terms and conditions of tender without any deviation.
- i) Copy of price bid without showing the prices quoted.
- j) Integrity Pact as per Annexure-III on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.

II) **Price Bid-** Price Bid has to be mandatorily submitted in electronic mode through e-Procurement Portal of NIC (eprocare.gov.in.) failing which offer is liable to be rejected at sole discretion of STC.

III) Price Bid should show prices quoted strictly in the format as per Annexure -VI of Tender Document.

IV) The Price Bid of only those bidder shall be opened who shall qualify based on their Techno-commercial Bid.

V) Important dates for this tender are:-

Tender Issue Date		09.09.2016
Tender Closing Time/Date	1100 hrs. (IST) on	16.09.2016
Tender Opening Time/Date (Techno-Commercial Bids)	1115 hrs. (IST) on	16.09.2016
Tender Opening Time/Date (Price Bids of qualifying bidders only)	1500 hrs. (IST) on	20.09.2016
Validity of Offers	1900 hrs (IST) on	11.10.2016

8. STC would quote the rates to NTL (Nepal) on the basis of rates/prices offered by Successful bidder **after adding STC's Trading Margin plus charges of STC's authorized agent in Nepal**. The basic terms of order received by STC from NTL (Nepal) shall mutatis mutandis apply in back-to-back contract to be finalized between STC and the successful bidder's company except payment terms. Payment terms would be as per Serial No. 11 (d) below.

9. STC would sale the cargo on High Sea Sales basis to NTL, Nepal. All activities including port and customs formalities at discharge port in India, filing Bill of Entry in NTL's name, arranging storage of cargo at port or other godowns in India, appointing CHA agent, transit & storage insurance, transportation upto designated warehouses, handling of cargo at various stages, arranging clearance of the representative of NTL (Nepal) at Indian load-port, co-ordination for Railways/Road Transport, supply of spare bags, etc. up to safe delivery including inspection and approval by NTL (Nepal) at Birgunj /Raxaul on CIP Basis shall be done by successful bidder at their cost. STC/NTL will extend necessary help like signing of documents for completion of customs/ other formalities in India for final despatch to Nepal.

Please note that all the statutory and legal requirements within and outside India have to be complied by successful bidder. STC will not be responsible for any lapses in this matter.

10. Bidders are requested to submit their most competitive and firm offer for supply of Urea to STC **on CIP Nepal basis (Birgunj NTL warehouse) and also on CIP Raxaul Basis**. Please note your price should include all costs upto discharge port in India, 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 custom duty, despatch/demurrage and port dues in India, any other charges, port handling and clearing charges, local taxes/levies, other statutory charges etc., cost/ charges for storage of material and thereafter arranging transportation and payment of freight and other related charges of the bagged Fertilizers to final destinations at Birgunj/Raxaul by railway rake/road as per NTL's (Nepal) requirement. The offer should also include the following:-

- a) Certificate of Inspection:- Inspection as to the quantity and quality of fertilizer must be carried out by government approved independent public surveyor at the port of shipment before dispatch and a certificate must be sent with dispatch documents. Expenses incurred for such inspection shall be on the supplier's account. However, on arrival of fertilizer at unloading point at NTL's warehouse, NTL shall inspect the fertilizer either by itself or by some public surveyor and if it finds the said fertilizer not up to the specification then the supplier will be responsible to substitute the said fertilizer by required quality free of cost otherwise payment will be withheld. Failure to substitute will also lead to forfeiture of the performance bond guarantee and recovery of all deduction made by NTL from STC. The certificate of non-contamination should also be issued by independent public surveyor based appropriate test.
- b) Insurance:- Goods should be insured at its CIP price plus 10% of sum against all risks including TPND,SRCC, water damage, terrorism etc. The validity of insurance policy must be atleast 45 days after final date of delivery at Indian railheads at Nepal border or NTL warehouse at Birgunj. Any excess limit clause in insurance policy will not be acceptable. Pending realization of claim from Insurance Company on account of any shortage, damage or non-delivery reported at India rail heads or at NTL warehouse at Birgunj duly ascertained by the surveyors will be deducted from either balance payment or performance Bond of successful bidder. This deducted amount will be refunded upon realization of claim from insurance company. For the Completion of various formalities for insurance claim by the buyer, the supplier will extend all required help, documents and support.

- c) Liquidated Damage/Penalty: In the event of the supplier failing to complete the supply of the GOODS under this contract on or before the date of completion or before any extended date as hereinafter provided, except in such circumstances provided for in case force majeure the supplier will pay to STC liquidated damage at the following rates which shall be realized from performance bond or any money payable to the supplier.
- For delay of 1 to 15 days- 0.5% of CIP Value of delayed quantity.
 - For delay of 16 to 30 days- 1% of CIP Value of delayed quantity.
 - For delay of 30 to 45 days- 1.5% of CIP Value of delayed quantity.
 - For delay of over 45 days-5% of CIP Value of delayed quantity.
- d) **PACKAGING:** The Fertilizer should be packed in 50 Kg Net polypropylene woven bags with polyethylene inner bags. The weight of outer polypropylene bag and inner polyethylene bag should not be less than 230 gram. Size of the bag should be about 30''x 22'' and fibre construction outer bag should be not less than 10''x10'' per square inch. The bags should be stitched with strong synthetic thread. The supplier shall also supply 1.5% of spare bags. The spare bags should also follow same specification.
- e) **MARKING:** As per NTL's requirements. Details will be specified in detailed contract to be issued to successful bidder by STC.
- f) Any additional Terms & Condition/requirement intimated by NTL, Nepal shall also be complied by the successful bidder.

11. Following should also be submitted/Confirmed along with the offer:-

- a) Bid Bond/Earnest Money Deposit (EMD) to be furnished are as per following scale:-

BID AMOUNT (In US\$)

Category I	All producers whose names are appearing in the IFA Publication "Survey of Urea Capacities 1995" or any updated edition of same and submitting bids directly or through their authorized representatives/ agents in India and offering their own produce.	NIL
Category II	Accredited suppliers who have successfully supplied to India for at least two years in the last five years as per list attached (Annexure X).	US\$ 4 PMT
Category III	All other bidders not covered under Category I & II above.	US\$ 10 PMT

The Bid Bond value should be calculated on the basis of total quantity (plus tolerance) of Urea, which has been offered by the Bidder under this tender.

Bid Bond valid for a minimum period of 90 days from the date of opening of tender shall be furnished by way of unconditional Bank Guarantee drawn in favour of "State Trading Corporation of India Limited (STC), New Delhi" issued or counter guaranteed by any first class commercial Bank of India. In case the order is placed on successful bidder, successful bidder shall have to submit Performance Bond, as per table specified under, of the total delivery price before signing the contract and within 7 days from the date of Letter of Award.

PBG/PERFORMANCE BOND AMOUNT (In US\$)

Category I	All Producers	@ 1% of the value of the Contract including plus Tolerance
Category II	Accredited suppliers	@ 3% of the value of the Contract including plus Tolerance
Category III	All other bidders not covered under category I and II above	@ 10% of the value of the Contract including plus tolerance

Performance Bond to be issued or counter guaranteed by first class International Bank of India in favour of “State Trading Corporation of India Limited (STC), New Delhi” and should be valid at least 1 year from the last date of delivery.

Successful bidder’s Bid Bond will be released after submission of Performance Bond as per Annexure II and performance bond will be released by STC as per provisions of this Tender.

- b) Manufacturer’s confirmation with regard to (i) the tenderer should submit a written confirmation from manufacturer stating the guarantee to supply the goods as per the specifications and quantity mentioned in the Enquiry document and (ii) only those countries of origin will be acceptable which are not restricted by US for which manufacturer analysis and non- contamination certificates have been submitted with the Enquiry document.
- c) Please note that M/s Annapurna Impex, 184, Main Road Birat Nagar, Nepal is our authorized agent in Nepal for submission of offer and co-ordination with NTL, Nepal for this case for which STC will be paying them the charges agreed with them.

Successful Bidder shall have to pay directly all charges/ commission of their authorized agent in Nepal (if any) for follow up with NTL, Nepal for satisfactory execution of this transaction.

d) Payment Terms:-

- i) Payment will be made to the supplier through banking channel directly to supplier’s bank A/c after receipt of the same from the NTL (Nepal) on pro-rata basis i.e. for example if NTL (Nepal) releases 95% of payment to STC then STC will also release 95% of your payment after deducting STC’s cost/expenses towards exchange rate loss, transit loss etc. that may incur in this transaction. Deductions made by NTL (Nepal) from the payment to STC shall also be deducted at actual from Successful Bidder. Release of Payment by NTL to STC is likely to take 40-45 days from date of completion of supplies.
- ii) From release of payment by NTL, Nepal to STC and then release of payment by STC to successful bidder (supplier) in US Dollar, all exchange rate losses will be to suppliers account.
- e) Successful bidder will submit the following documents to STC directly for submitting to NTL (Nepal) for claiming payment from them under LC to be opened by them in favour of STC:
1. Original Commercial Invoices in quintuplicate.

2. Bill of Lading “clean on board’ marked “freight prepaid” evidencing the goods consigned – three original and three copies.
3. Original Certificate of Manufacturer certifying quality of goods in triplicate.
4. Original Certificate of Origin in triplicate
5. Original Insurance Policy in duplicate.
6. Original certificate of inspection in triplicate.
7. Copy of charter Party Agreement (if any) – one set.
8. Original Certificate of Non-contamination and fit for agricultural purpose issued by an independent government recognized surveyor in triplicate.
9. Packing list-in quintuplicate.
10. Original certificate issued by NTL authorized representative stating that the quality and quantity of the goods dispatched from manufacturer’s warehouse or Indian Port are in good condition.
11. One set of commercial invoice and original Railway Receipt to be handed over to the authorized representative of NTL at load-port.
12. Copy of Railway Receipt for Indian origin.
13. Certificate from NTL for satisfactory delivery of Urea of stated specification along with final quantity received at their nominated godowns.

12. INTEGRITY PACT:

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annexure- IV), 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.stc.gov.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 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 Rs. 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 Monitors (IEMs) for this tender shall be Mr. Ashok Sinha (E-mail: asinha51@gmail.com) and Mr. Kaushlesh K. Sinha (E-mail: sinhakaykay@gmail.com).
- (f) All correspondence to IEMs regarding implementation of IP may either be made directly to their e-mail or addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.

13) 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.

14) CANCELLATION OF CONTRACT: If the seller fails to deliver the goods within 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.

15) OTHER TERMS:

- a. Consequent to the tender participation, the successful bidder would be required to sign a contract with STC, which shall be binding on both the parties. STC reserves the right to cancel the enquiry without assigning any reason.
- b. STC reserves the right to (a) Increase / decrease the final award quantity (b) Cancel whole or part of the tender without assigning any reasons thereof.
- c. The tender shall form an integral part of the contract signed by the successful bidder and STC.
- d. For any further clarification, Mr. K. L. Malhotra, Manager (Marketing) may be contacted at Tel.: +91 11 23462402, Mob.:+91 9999369694, E-Mail: klmalhotra@stc.gov.in

16) 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 subcontractors under this e-tender or under the applicable laws of India.

17) INSTRUCTION TO BIDDERS:-

- I. Bids on company's letter head have to be mandatorily submitted in electronic mode only through e-Procurement Portal of NIC (eprocure.gov.in) as above.
- II. For submission of bids electronically, bidders are required to get themselves registered with eprocure.gov.in website using Class II / Class III Digital Signature Certificate and must comply with NIC Terms and Conditions.
- III. Covering letter only on bidder's letter head (as per Annexure VIII) and Techno-commercial bid (as per Annexure V)shall also to be submitted electronically as techno-commercial bid.

- IV. Techno- commercial bid alongwith Original Covering Letter on company's letter head alongwith other required documents, viz techno-commercial bid as per annexure III B, Bid Bond/Earnest Money Deposit (EMD), Credit Rating Report & Latest Bank Reference report (Category III suppliers), Tender Fee, integrity pact as per annexure III, complete set of tender document duly signed and stamped on each page as a token of acceptance of all terms and conditions plus other required documents as per S.No. 7 must reach STC in Physical form in a sealed envelope. This envelope/ Techno-commercial bid has to be submitted in the tender box before closing date and time of bid submission. This envelope should be superscribed with tender No., date, Item description, Name & address of bidder and the date of tender opening. No oral, telephonic, fax, telegraphic or email offers will be entertained”.
- V. Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of e-procurement portal). STC will not be responsible for any delay or the difficulties encountered during the submission of bids at the eleventh hour due to any technical or other problems.
- VI. For any queries relating to the process of online bid submission or queries relating to E-Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk on Tel no.-1800-3070—232, 91-7872007972 and 91-7878007973010.

18) 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, shall be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws shall apply. The venue of the Arbitration shall be New Delhi.

19) MODIFICATIONS/WAIVERS: No change in respect of these terms and conditions are valid unless STC and selected Bidder agree the same to in writing. All previous negotiations/understandings between the parties are cancelled while entering into an agreement as per these terms and conditions . Failure to enforce any conditions hereunder contained shall neither be deemed as waiver of the conditions itself nor authorize any subsequent breach thereof.

20) JURISDICTION: The Courts and Tribunals of New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise and laws of India shall prevail.

Interested Bidders shall submit their offer electronically through e-procurement portal of NIC. Techno-Commercial Bids along with the required documents at S. No. 7 shall also be submitted physically on company's letterhead **addressed to Mr. K. L. Malhotra, Manager (Marketing)**, STC of India Limited, New Delhi in a sealed envelope and drop the same in the tender box conspicuously placed at Main Reception on Ground Floor, STC of India Limited, New Delhi, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 latest by 1100 Hrs. IST on 16.09.2016 positively.

Please note that rates should be quoted on **CIP Nepal basis (Birgunj NTL warehouses) and also on CIP Raxaul Basis** in USD.

STC's Tender Ref. No. STC/FERT/NTL/UREA/2016-17/01 dated 09.09.2016 and due date 16.09.2016 may be mentioned on all the envelope.

STC reserves the right to accept or reject any bid including the lowest offer, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligation to inform the affected bidder or bidders of the grounds for STC's action.

Contract of technically acceptable lowest bidder including detailed terms and conditions would be issued within the validity of the offer subject to receipt of DOF/ Government permission for export of Urea from India to Nepal and also firm order from NTL, Nepal.

Thanking you,
Yours faithfully
For STC of India Ltd.

Encl.: As above

(KL Malhotra)
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 _____ (BIDDER) has offered to supply a quantity of _____ MTs of Urea to STC, and the bidder is required to submit a Bid Bond at the 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 New Delhi.
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 _____ (90 days from the last date of validity of offer). 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 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 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.

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 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 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 (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.
2. It is fully understood that this Guarantee is effective for a period of **12 months** 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 New Delhi 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.

INTEGRITY PACT

Between

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

And

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

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.

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.

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 duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor /Monitors

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also

be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.

- (4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of STC)

(Office Seal)

Place :

Date:

Witness 1 : Name & Address

(For & on behalf of The Bidder/Contractor)

(Office Seal)

Witness 2 : Name & Address

TENDER FORM (ON BIDDER'S LETTER-HEAD)

(STC's Tender No. STC/FERT/NTL/UREA/2016-17/01 DATED 09.09.2016)

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/NTL/UREA/2016-17/01 DATED 09.09.2016 due on 16.09.2016.

Sir,

In response to your Tender No. **STC/FERT/NTL/UREA/2016-17/01 DATED 09.09.2016 due on 16.09.2016** for supply and delivery of 50,000 ($\pm 10\%$) MT of Urea chemical fertilizers (in 50 Kgs bags) 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 tender document and agree to abide by all the conditions mentioned in these documents, without any condition/ deviation.
3. Bid Bond of US\$ _____ dated issued by _____ Bank 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 if I/We fail to submit required Performance Bond within stipulated time, or I/we 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 binding agreement between us 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 1900 HRS IST on 11.10.2016.

Yours Faithfully,

(Signature of the Bidder)

Designation:

Name of the Bidder:

Address:

Date:

Seal:

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

(STC's Tender No. STC/FERT/NTL/UREA/2016-17/01 DATED 09.09.2016)

Offer Ref. No. _____ **Date** _____

1. Name of Bidder : _____
Address : _____

Contact Person Name : _____

Telephone no: _____ : Fax No. _____ ; e-mail ID: _____

2. Quantity offered against the Tender (MT): _____

3. Specification:

i. Physical Condition:

- 1. Description : Free Flowing, white granules
- 2. Form : Prilled or Granular
- 3. Particle size : 90% of material shall pass through 2.8mm sieve and not less than 80 percent by weight shall be retained on 1mm sieve.
- ii. Total Nitrogen percent by weight : 46% Minimum
- iii. Biuret percent by weight : 1.5% Maximum
- iv. Moisture percent by weight : 1.0% Maximum
- v. Quantity : 50000MT(+/-10%)
- vi. Packing : Bagged 50 Kg. Net

4. Country of Origin: _____

5. Validity of Offer: UPTO 1900 HRS. IST on 11.10.2016.

6. Delivery Schedule for supply at Birganj/Raxual (CIP): within 40 days from the issuance of Letter of Award (LOA) by STC.

7. Earnest Money deposited (to be attached in original)

Bid Bond Number	Date	Amount (US\$)	Issuing bank	Validity

8. Signed and stamped Integrity Pact (enclosed):
9. Signed and stamped Tender Form (enclosed):
10. (a) Certificates relating to manufacturer's confirmation (enclosed):
(b) Analysis Test Report (enclosed)
(c) Certificate of Agriculture Use (enclosed):
11. Deviations from tender Terms, if any : _____
(Offers with deviations are liable to be rejected at sole discretion of STC)

We have carefully gone through all the terms and conditions of the STC's Tender No. **STC/FERT/NTL/UREA/2016-17/01 DATED 09.09.2016** and hereby agree to abide by the same without any condition/deviation.

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same without any deviation/condition.

Name & Signature of the Bidder
With Seal of Designation

Place:

Date:

NOTES:

1. Techno-commercial bid has to be submitted in physical mode also failing which offer is liable to be rejected at sole discretion of STC

PRICE BID FORMAT

(ON BIDDER'S LETTER-HEAD)

(STC's Tender No. STC/FERT/NTL/UREA/2016-17/01 DATED 09.09.2016)

ITEM	QUANTITY IN MT (+/-10%)	PRICE QUOTE ON CIP RAXUAL BASIS IN USD/MT	PRICE QUOTE ON CIP(NTL WARHOUSE BIRGUNJ) BASIS IN USD/MT	COUNTR Y OF ORIGIN
UREA (46%N) in 50 Kg Bags				

Note:

1. The above price are on CIP Raxual and CIP Birgunj basis including all costs, expenses, taxes, duties, statutory levies etc.
2. We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same without any deviation/condition
3. 1.5% spare bags will be supplied free of cost.
4. Price bid on company's letter head has to be submitted in electronic mode only failing which offer is liable to be rejected at sole discretion of STC.

(Signature of Bidder)

Name & Designation with seal:

Address:

SEPECIFICATION OF UREA FERTILIZER

(Tender Notice No. STC/FERT/NTL/UREA/2016-17/01 DATED 09.09.2016)

i. Physical Condition:

- | | |
|--------------------------------------|--|
| 1.Description | :Free Flowing, white granules |
| 2.Form | : prilled or granular |
| 3.Particle size | :90% of material shall pass through 2.8mm sieve and not less than 80 percent by weight shall be retained on 1mm sieve. |
| ii. Total Nitrogen percent by weight | :46% Minimum |
| iii. Biuret percent by weight | : 1.5%Maximum |
| iv Moisture percent by weight | : 1.0% Maximum |
| v Quantity | :50000MT(+/-10%) |
| vi Packing | :Bagged 50 Kg. Net |

PACKAGING: The Fertilizer should be packed in 50 Kg Net polypropylene woven bags with polyethylene inner bags. The weight of outer polypropylene bag and inner polyethylene bag should not be less than 230 gram. Size of the bag should be about 30''x 22'' and fibre construction outer bag should be not less than 10''x10'' per square inch. The bags should be stitched with strong synthetic thread. The supplier shall also supply 1.5% of spare bags. The spare bags should also follow same specification.

TECHNO-COMMERCIAL BID -COVERING LETTER FORMAT

(on Bidder's letter-head)

REF No. _____

Date _____

To,
General Manager,
The State Trading Corporation of India Ltd.,
Fertilizers Division,
Jawahar vyapar bhawan,
1, tolstoy marg,
New delhi –110 001

**SUBJECT- Submission of Bid against Tender no.- STC/FERT/NTL/UREA/2016-17/01 DATED
09.09.2016**

Dear Sir,

With reference to the above mentioned tender No. STC/FERT/NTL/UREA/2016- 17/01 DATED 09.09.2016 we here by forward the following documents for your consideration:-

1. Original Bid Bond as per STC's format at Annexure I or Demand Draft towards EMD of Bid Bond (Considering Plus Tolerance)
2. Latest Bank reference report (for Category III suppliers)
3. Duly filled in Techno- Commercial Bid Format on Bidders letter head as per Annexure - IV
4. Credit Rating Report (Category III suppliers).
5. Letter of Authority in favour of local agents (as per Annexure-IX) on principal foreign company's letter head, duly signed and stamped by the 'Authorised Representative (AR)' of the principal foreign company, including attestation of local agent's signatures by the Principals.
6. Board's Resolution/Letter of Authorisation on principal foreign company/firm's letter head duly authorising the AR.
7. Complete set of STC's Tender Document as a token of your acceptance of all terms and conditions of tender without any deviation.
8. Copy of price bid without showing the prices quoted.
9. Integrity Pact as per Annexure-III on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.

Thanking you,

Yours faithfully

Encl: a/a

(Authorised Signatory)

Note- This letter shall be submitted through electronic mode as well as Physical mode as a part of Techno- commercial Bid. Documents as per Serial No.1 & 2 are not to be uploaded electronically and have to be submitted in physical mode in sealed envelope which is to be submitted in Tender Box in STC's Office before closing date & time.

(To be given on Principal foreign company's Letter Head)

Offer Ref. No. _____

Date _____

M/s. State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg,
New Delhi-110001.

Sub : Letter of Authority

Tender No. _____

Dear Sir,

We _____ (Name of the Tenderer) against and existing under the Laws of _____ (Name of the Tenderer's country) having its registered/principal office at _____ hereby appoint _____ Agency (Name of the agent) at _____ as our agent to do in our name all or any of acts mentioned herein under concerning the above noted tender for supply of Urea to STC:

- i. To sign and submit bid on our behalf and participate in the above noted tender.
- ii. To receive letter of intent/order from STC on our behalf and to sign relevant documents in connection therewith.
- iii. To do all other acts in connection with the above tender as our agent.

We do hereby agree to ratify and confirm whatsoever our said agent shall do or cause to be done by virtue of this Letter of Authority.

This Letter of Authority comes into effect on and after _____ (mention date, month and year) and shall remain in full force and effect until revoked by our further notice in writing to STC.

Thanking you,

Yours faithfully,

(Signature of Authorised Representative of Manufacturer/Principals with name and full address)

Signature of Authorised
Person(s) of Local Agent

1. _____
2. _____

Signature of local agent's authorized person is duly attested
(to be signed by the representative issuing this letter of authority)

APPROVED LIST OF ACCREDITED SUPPLIERS (CATEGORY II)

S.NO.	NAME OF SUPPLIERS
1	M/S TRAMMO AG, SWITZERLAND
2	M/S KEYTRADE AG, SWITZERLAND
3	M/S AMEROPA AG, SWITZERLAND
4	M/S TOEPFER INTERNATIONAL-ASIA PTE LTD., SINGAPORE
5	M/S GAVILON FERTILIZER, LLC, USA
6	M/S SWISS SINGAPORE OVERSEAS ENTERPRISES PTE LTD., DUBAI / SINGAPORE
7	M/S DREYMOOR FERTILIZERS OVERSEAS PTE LTD., SINGAPORE
8	M/S RARE EARTH COMMODITIES DMCC, DUBAI
9	M/S AMBER FERTILIZERS LTD., HONGKONG
10	M/S BARY CHEMICALS PTE LTD., SINGAPORE
11	M/S TRANSGLOBE DMCC, DUBAI
12	M/S QUANTUM FERTILIZERS LTD., HONGKONG
13	M/S KISAN INTERNATIONAL TRADING FZE, DUBAI
14	M/S MPMC TRANSNATIONAL PTE LTD., SINGAPORE
15	M/S AGORA INTERNATIONAL TRADING PTE LTD., SINGAPORE
16	M/S FERTISUL INTERNATIONAL LTD., HONG KONG
17	M/S LIVEN AGRICHEM PTE. LTD., SINGAPORE
18	M/S AGRI COMMODITIES AND FINANCE FZE, DUBAI
19	M/S QATAR CHEMICAL AND PETROCHEMICAL MARKETING AND DISTRIBUTION COMPANY (MUNTAJAT), DOHA, QATAR
20	M/S EMIRATES TRADING AGENCY L.L.C., DUBAI, UAE
21	M/S GLOBAL TRANSNATIONAL TRADING FZE, DUBAI, UAE
22	M/S ARIES FERTILIZERS GROUP PTE. LTD., SINGAPORE
23	M/S AMEROPA ASIA PTE. LTD., SINGAPORE
24	M/S VALENCY INTERNATIONAL TRADING PTE. LTD., SINGAPORE
25	M/S DRAGON ASIA FERTILIZER, HONG KONG
26	M/S FERT TRADE DMCC DUBAI

LIST OF SUPPLIERS UNDER CATEGORY I

S.NO.	NAME OF SUPPLIERS
27	M/S RUWAIS FERTILIZERS INDUSTRY (FERTIL)
28	M/S PETROCHEMICAL INDUSTRIES CO. (KSC), KUWAIT

LIST OF SUPPLIERS UNDER CATEGORY III

S.NO.	NAME OF SUPPLIERS
29	M/S HUBEI YIHUA GROUP LLC, CHINA
30	M/S YUNTIANHUA UNITED COMMERCE CO. LTD., CHINA
31	M/S MID GULF INTERNATIONAL LTD., CYPRUS
32	M/S FERTISUL INTERNATIONAL LTD., HONG KONG
33	M/S CONTINENTAL TRADERS PTE. LTD., SINGAPORE
34	M/S CHS EUROPE SARL, SWITZERLAND
35	M/S SAMSUNG C&T CORPORATION, KOREA
36	M/S ALLIED HARVEST
37	M/S AVANI RESOURCES PTE LTD., SINGAPORE
38	M/S DAEWOO INTERNATIONAL CORPORATION, KOREA
39	M/S INDAGRO SA, SWITZERLAND
40	M/S MEKATRADE ASIA PTE LTD. SINGAPORE