



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

Jawahar Vyapar Bhawan  
1, Tolstoy Marg  
New Delhi-110 001

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

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### **E-TENDER FOR IMPORT OF 1,30,000 (+/- 10%) MTS YELLOW MAIZE (NON-GMO) AT VARIOUS PORTS IN INDIA**

**TENDER NO: STC/MAIZE-IMPORT/01/2016-17 DATED: 21<sup>st</sup> July 2016**

**CLOSING AT 1100 HRS. IST ON 28<sup>th</sup> July 2016**

**OPENING AT 1130 HRS. IST ON 28<sup>th</sup> July 2016**

**BIDS TO BE VALID TILL 1730 HRS. ON 26<sup>th</sup> August 2016**



**THE STATE TRADING CORPORATION OF INDIA LIMITED (STC) INVITES BID(S) FROM FOREIGN SUPPLIERS/SELLERS FOR IMPORT OF 1,30,000 MT (+/- 10%) YELLOW MAIZE (NON-GMO) AT VARIOUS PORTS IN INDIA.**

**INVITATION FOR BIDS:**

The prospective suppliers/sellers are requested to submit their electronic bid(s) as per the following detailed terms and conditions of this Tender:

- COMMODITY:** Yellow Maize (Non-GMO) of optional origin. STC shall be free to select origin on the basis of prices received in the tender.
- PACKING:** Loose in Bulk
- SPECIFICATIONS:** Yellow Maize (Non-GMO) meeting the following product specifications:

SR.NO	PARAMETER	SPECIFICATIONS	
1	MOISTURE	14.0 PCT	MAX
2	BROKEN GRAINS	4.0 PCT	MAX
3	FOREIGN MATTER	1.0 PCT	MAX
4	HEAT DAMAGED KERNEL	0.2 PCT	MAX
5	DAMAGED KERNEL	5.0 PCT	MAX
6	MAIZE (NON-GMO) OF OTHER COLOUR THAN YELLOW	5.0 PCT	MAX
7	ORGANOLEPTIC	NATURAL STATE, SMELL AND COLOUR	
8	LIVE INSECT INFESTATION	NIL	
9	AFLATOXIN	25 ppb*	MAX

\* As per the FSSAI Gazette Notification dated 4th November 2015 to be read in addition to Food Safety and Standards (Contaminants, Toxins and Residues) (Amendment) Regulations, 2015

Testing methods as defined in CODEX Standard for maize grains (CODEX STAN 153-1995, rev. 1-1995).

Barring the specifications contained herein, the bidder is expected to be conversant with various statutory regulations, including but not limited to FSSAI regulations, and strictly comply with the same.

Additionally, the Maize should be non- GMO, strictly in adherence with the phytosanitary requirements for import of plant/plant materials. Bidders are requested to kindly go through these requirements.

4. **QUANTITY FOR IMPORT AND SHIPMENTS:** As per details below:

PORT	QUANTITY FOR IMPORT (IN MTS)	MINIMUM BID QUANTITY (IN MTS)	DISCHARGE RATE	SHIPMENT PERIOD
KRISHNAPATNAM	10,000 MT (+/- 10%)	10,000 MT (+/- 10%)	5,000 PMT PWWD SAT PM SHEXIEU	1 <sup>st</sup> August 2016 to 30 <sup>th</sup> August, 2016
KANDLA	30,000 MT (+/- 10%)	30,000 MT (+/- 10%)	7,000 PMT PWWD SAT PM SHEXIEU	1 <sup>st</sup> August 2016 to 30 <sup>th</sup> August, 2016
HAZIRA	10,000 MT (+/- 10%)	10,000 MT (+/- 10%)	7,000 PMT PWWD SAT PM SHEXIEU	1 <sup>st</sup> August 2016 to 30 <sup>th</sup> August, 2016
VIZAG	50,000 MT (+/- 10%)	50,000 MT (+/- 10%)	6,000 PMT PWWD SAT PM SHEXIEU	1 <sup>st</sup> August 2016 to 30 <sup>th</sup> August, 2016
TUTICORIN	30,000 MT (+/- 10%)	30,000 MT (+/- 10%)	4,500 PMT PWWD SAT PM SHEXIEU	1 <sup>st</sup> August 2016 to 30 <sup>th</sup> August, 2016

**Note:**

- (a) **Bidders may bid for the quantities at any/all ports. Partial shipment is not allowed.**  
(b) **Quantity can be increased or decreased. It is the sole and absolute discretion of the buyer depending on the prices received in the tender.**

5. **PRICE:** To be quoted in US\$ PMT on FOB and CIF basis one safe Indian port/one safe berth at Indian port in bulk, as per **Annexure I-B**. The Contract shall be evaluated on CIF basis. The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of maize depending on the country of origin. STC is free to select origin depending upon its judgment of prices received in the tender.

6. **VALIDITY:** Bid must remain valid upto 1730 hrs. IST on 26<sup>th</sup> August, 2016

7. **BID BOND:** The bids shall be accompanied by a BID BOND, as per the attached BID BOND Proforma (**Annexure-II**) or Demand Draft made out in favour of “STC Limited” payable at New Delhi, India, for at least 2% value of the bid (on CIF basis), in **US Dollars** only. Bid Bond shall be valid for a period of 30 days beyond the bid validity. Bid Bond/demand draft shall be returned to the unsuccessful bidders. The Bid Bond/Demand Draft shall not carry any interest.

8. **SUBMISSION OF BIDS & VALIDITY:**

- i. **Bids against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in).** No bids shall be accepted in hard copy or in any other form. No physical, oral, telephonic, fax, telegraphic or Email offers will be entertained.
- ii. For submission of bids, bidders are required to get themselves registered with eprocure.gov.in website using Class II / Class III Digital Signature Certificate.

- iii. Earnest Money Deposit (EMD) must reach STC before last date and time of bid submission.
- iv. The bidders are required to upload softcopies of the two parts of the bid viz. Technical & Financial, as per following details:

**Technical Bid:**

Under Technical Bid, The soft/scanned copies of following documents are required to be uploaded by bidder:

- (a) Duly filled signed and stamped Techno- Commercial Bid Format as per Annexure IA.
- (b) Scanned copy of EMD in form of either Bank Guarantee or Draft for the quantity being quoted. The EMD in original should be submitted to STC in sealed envelope latest by **11 00 hrs on 28.07.2016** in the tender box kept at the Reception at Ground Floor of STC New Delhi Office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi -110001. It may please be noted that the EMD submitted in Original and the one scanned and uploaded online should be same, otherwise the bids are liable to be rejected.
- (c) Complete set of STC's Tender Document duly signed and stamped on each page as token of bidder's acceptance of all terms and conditions of tender without any deviation.
- (d) Integrity pact to be signed by Bidder as per the attached format **Annexure IV** along with bid documents.
- (e) Letter of authority, in case the bid is being submitted by local agent of the foreign supplier as per **Annexure V**.

**Price Bid:**

The "**Price bid**" uploaded must show prices quoted strictly in the format as per Annexure IB of Tender document. The Price Bid must be duly signed and stamped by the bidder.

**Offers having conditions/deviations are liable to be rejected at the sole discretion of STC. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid.**

- v. A bidder may modify, substitute or withdraw its e-bid after submission before the last date and time of bid submission. No bids shall be modified, substituted or withdrawn by the bidder on or after the last date and time of bid submission.
- vi. STC may ask the bidders to submit any or all the documents in original submitted as part of their online bid anytime during the bid process.
- vii. For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/resubmit digitally signed modified bid.

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

**Schedule of Tender:**

- a) Closing date & time for receipt of Offer : 28.07.2016 at 1100 HOURS
- b) Opening of Offers , Time & Date : 28.07.2016 at 1130 HOURS
- c) Validity of offers : TILL 1730 HOURS OF 26.08.2016.

Offers incomplete or deficient, received late and / or not accompanied by valid BID BOND/EMD shall be summarily rejected. STC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

a) The local agent of the bidder duly authorized by his principal, may submit offers, negotiate and sign contracts and other documents, provided the local agent submits the duly filled signed and stamped letter of Authority as per format provided at Annexure V. In case of any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.

b) Each page/document must be signed by the Bidder.

c) The Buyer reserves exclusive right to increase, decrease or split quantity tendered.

d) Seller has the option to ship in containers with no extra cost to STC with the prior consent of buyer.

e) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.

**PLEASE NOTE THAT OFFERS SENT PHYSICALLY OR THROUGH FAX OR E-MAIL WILL NOT BE ACCEPTED.**

**9. PERFORMANCE BANK GUARANTEE:**

a) Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to 5% of the value of the contracted goods, in US Dollars in the form of Bank Guarantee from a Prime Bank to be furnished in the prescribed format as per “**Annexure III**”.

b) The Performance Guarantee shall be furnished within five (5) calendar days of the date of acceptance of the Bid by the Buyer and shall be **valid till 31<sup>st</sup> December, 2016**.

**On receipt of Performance Guarantee, contract shall be signed without any change in shipment period. LC would be established only after receipt of original PG and signed copy of the contract.**

c) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.

d) Bid bond of the successful bidder shall be forfeited without any notice if the successful

bidder fails to furnish the required Performance Guarantee.

**Invocation of Performance Bank Guarantee:**

- 1 The Buyer reserves the right to invoke/forfeit the Performance Guarantee if the Seller :
  - a. Fails to supply the goods within the specified period.
  - b. Commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Contract.
2. The Performance Guarantee will be released to the Seller on successful and satisfactory execution of the Contract. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of the release.

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

**11 FUMIGATION:** The consignment must be treated by appropriate fumigant in the holds of the vessel, prior to sailing strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003' with schedules and subsequent amendments. **Cargo is accordingly required to be fumigated by Methyl Bromide @ 32 g/CU m @ 21°C for 24 hrs and above under NAP and the treatment shall be endorsed on the phytosanitary certificate.**

If the export is being carried out from countries that do not permit/have phased out fumigation by Methyl Bromide, the supplier shall get the cargo fumigated as per practice there and the same shall be endorsed on the Phytosanitary Certificate. Suppliers shall also have to provide a letter from the NPPO of the origin country certifying the reasons for not carrying out fumigation by Methyl Bromide, and submit the same along with the Phytosanitary Certificate.

In line with the PPQ requirements, the cargo shall have to be fumigated by Methyl Bromide after arrival at the discharge port. All costs/risks/penalties in this regard shall be to the account of the seller. The time taken for this fumigation process, if carried out at the discharge port, shall not constitute as part of laytime.

Seller shall be responsible for getting the cargo cleared by the Customs and the PPQ Authorities. 10% payment of the Invoice Value shall be released to the seller only after the cargo has been cleared for discharge (please refer to Clause 14 below).

**12. INSPECTION:** The buyer to appoint a Pre-shipment Inspection Agency (PSI) at the load port at the Seller's cost.

- a. Seller shall, on receipt of LC from the buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and shall also ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
- b. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies in accordance with International Trade Practices, prior to

- loading of cargo tendered by the seller for shipment/dispatch;
- c. The offered stock shall be rejected if it does not meet any of the Specifications;
  - d. The PSI shall allow sailing after proper airtight sealing of the covers of the holds/hatches;
  - e. PSI shall allow loading of the cargo into vessel only after due satisfaction that the vessel is fully fit for the loading of the cargo, in accordance with the tender terms and conditions. In case of any violations, PSI may refuse to accept the vessel;
  - f. Quantity, quality, weight, packing, etc. certificate to be issued by the nominated PSI at the port of loading at the time of shipment;
  - g. PSI to ensure that the consignment conforms to Indian Plant Protection and Quarantine requirements.

**13. PAYMENT:** 100 % Payment by irrevocable non-transferable Letter of Credit.

Payment of 90% of Invoice value shall be made on presentation of documents strictly in compliance with the L/C.

The balance 10% shall be released to the seller only after the cargo has been cleared for discharge by the Indian PPQ, Health, and other statutory Authorities, Customs, FSSAI clearance etc. at the discharge port, on instructions of the buyer to its bank.

Should the cargo be required to be fumigated at the discharge port (Please refer to Clause 11 above), Original Fumigation Certificate for fumigation with Methyl Bromide carried out in transit in third country/at the discharge port shall have to be provided at the discharge port for clearance of cargo and therefore for the release of balance payment.

**If the cargo on arrival does not meet the specifications prescribed by the Indian PPO/FSSAI Authorities, the supplier shall have to take back the goods at their risk and cost. The decision to allow replacement shall be at STC's sole discretion.**

**Furthermore, if, for any reason whatsoever, the cargo fails on any grounds during inspection by any of the mandatory agencies, and replacement of cargo is not undertaken, the seller shall be required to refund the entire amount realized by them through negotiation of shipping documents immediately upon the first demand raised by the buyer on the seller. The seller shall be required to provide a legal undertaking to the buyer to this effect, the format for which shall be provided in due course. In addition, the buyer shall be entitled to invoke the PBG.**

The LC shall be negotiable against the following documents:

- a. Seller's signed Commercial Invoice in three (3) originals and three (3) Copies;
- b. Full set of '**Clean shipped on Board**' Ocean Bill(s) of Lading, showing "FREIGHT PREPAID". The Bill of Lading shall be signed by the Master of the vessel or by a named agent for and on behalf of the Master or Owner of the vessel;
- c. Certificate of Origin issued by a recognized Chamber of Commerce in Country of Origin in Triplicate;
- d. Certificate of Crop Year issued by the Inspection Agency nominated by the buyer at Seller's cost;
- e. Certificate of Weight and Quality issued by Inspection Agency nominated by the buyer at Seller's cost;

- f. Fumigation Certificate certifying that the cargo has been fumigated with Methyl Bromide;
  - g. Phytosanitary Certificate in conformity with the PPQ requirements of India,
  - h. Certificate issued by a Govt. Agency/ or endorsed by Govt. (Agency). in the Country of Origin certifying that the cargo is Non-GMO, this certificate is required to be issued for each shipment/vessel;
  - i. Certificate issued by a Govt. Agency/ Agency Authorised by the Govt. in the Country of Origin certifying that the cargo is complies with stipulated levels of radioactivity;
  - j. Shipment Advice to the buyer giving details of the shipment;
  - k. Insurance documents certifying that the cargo is insured for 110% of the CIF value of the shipment.
  - l. Certificate of Holds' Cleanliness issued by Inspection Agency nominated by the buyer at Seller's cost
- Negotiation under reserve is not acceptable.
  - All bank charges in India are to buyer's account. However, in case the seller requires any amendment, the charges shall be to the seller's account;
  - Stale Bill of Lading and Third Party Commercial Invoice shall not be acceptable; LC may be confirmed at Beneficiary's request. The confirmation charges shall be borne by beneficiary.

**14. INSURANCE:** The cargo shall be insured in favor of STC Limited as the beneficiary for 110% of the CIF value. Appropriate insurance, including but not limited to ICC Clause A, marine and war risks, strikes, riots, civil commotions risks to be effected by the Seller with first class underwriters and/or approved companies at their cost. Seller shall supply buyer with confirmation and relevant details thereof like name of insurance company, insurance policy number, sum insured, validity, etc. at least 5 consecutive days prior to expected readiness of vessel(s). Number of the open policy cover supplied to the Buyer by the Seller shall be quoted in the Commercial Invoice.

**15. SHIPMENT:**

a. The seller shall nominate vessels at least 7 days prior to loading, giving all particulars of the vessel including:

- Name of the vessel; ex-name(s) if any
- Classification
- GRT/NRT/DWT
- Holds/hatches
- Type of vessel
- Flag of vessel
- Year & month of built/Age of vessel
- Type, condition and capacity of gear/derricks/cranes
- LOA
- Beam



- Name of Charterer/Disponent owners with full name & style
- Details of P&I club for owners/charterers for cargo indemnity cover
- current and validity of planned voyage
- Hull insurance particulars and validity of cover
- Particulars of performance of vessel's previous two voyages in the
- immediate past under same ownership and operation.

b. Loading to commence only after nomination has been accepted by Buyer. Only vessels suitable for carrying Maize in bulk shall be nominated. Vessel(s) should be of such length and beam as to permit their easy entry to the Ports/Docks in India.

c. The nominated vessel(s) should have a clean record with no pending historical issues/disputes at the discharge Port or any other port in India. The seller shall not be responsible for any consequences arising out of dubious history of the Shipping Company and/or the vessel(s) nominated by the buyer. The seller shall be fully indemnified against any damage/loss incurred due to any such historical/pending issues/disputes in this regard.

d. Nominated Vessel(s) shall not be over 20 years of age. The vessel(s)' hatches shall be dry and clean and fit for loading cargo(es) duly certified by the nominated surveyor. The nominated vessel(s) must be such that it can safely enter, berth, and discharge at the disport(s).

e. The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The nomination of the vessel shall be approved by the Buyer and the certificate of approval of vessel from the Buyer may form the part of the documents required under the Letter of Credit to be established by the Buyer. The vessel shall not be over 15 years of age. A vessel over 15 years of age but not exceeding 25 years of age would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertised schedule should be dated prior to the date of shipment. In the event of vessel being over 15 years, overage insurance premium should be paid by the Seller as per Lloyds of London scale. The vessel on its last voyage prior to ship-breaking will not be acceptable.

f. The nominated vessel(s) should be geared. Gearless vessel(s) shall be allowed subject to acceptance of port and STC's CHA, and if accepted, the vessel(s) should provide free power to the grab(s). Hiring charges for Crane(s) and/or grab(s) and/or any other equipment, as required, if any, shall be according to the port/CHA regulations and to the seller's account. The vessel(s) should be a bulk carrier(s). No twin decker vessel(s) shall be accepted.

g. Vessels shall not be over 15 years of age. In case vessels are above 15 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller and the underlying Letter of Credit shall stipulate that the amount of OAP shall be deducted from the Invoice value. Sellers have the option of paying the OAP to the buyers within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.

h. For the purposes of OAP, the rates fixed by London Underwriters Association shall be applicable.

i. Seller shall ensure that vessels fixed have full marine insurance cover for Hull and Machinery and P&I insurance with P&I club in the International Group of Clubs or in case of Chinese flag

vessels, with China Ship Owners Mutual Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture, the vessel possesses Hull and Machinery insurance and full P&I insurance cover liability of the owners and/or the charterers.

j. In any event, the Sellers must obtain a Certificate from the vessel owners and Charterer (if relevant) or their representative that the vessel owners and Charterers (if relevant) undertake to continue the Hull and Machinery and P&I insurance unaltered until completion of the discharge at the final destination ports as per Charter party.

k. Charter Party should provide that the owners of the vessel shall not change the ownership and/or the name of the vessel till completion of the voyage and discharge of the cargo and that the vessel is not intended for break up till the voyage is completed and cargo discharged.

l. Combining/co-mingling of Buyer's cargo with any other cargo shall not be allowed.

m. All cargo loaded shall be in cargo holds. Transshipment and Shipment on deck are prohibited.

n. After completion of loading, the seller shall, within 24 hours, inform the Buyer by Email/fax, complete details of cargo loaded, date of commencement and completion of loading, Bill of Lading No. & date and Invoice value. It shall also contain the ETA at the discharge port.

o. Arrival draft of the vessel(s) should not exceed permissible limit for berthing at designated Indian ports. If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighterage and all lighterage expenses shall be Sellers/Ship's account.

**Time taken for Lighterage shall also not constitute lay-time.**

p. Vessel to supply at discharge port at all time ropes and net slings free of charge. In case these are to be supplied by Buyer or its agent, same shall be at Sellers costs.

q. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.

r. Vessel shall give 15 days notice to Buyer at their address given earlier Thereafter 7 days, 3 days and 24 hours firm notices should be given.

s. Written Notice of Readiness to discharge/deliver cargo (NOR) can be tendered at the discharge port only after the vessel has arrived at the port of discharge, completed all port formalities and filed application for berthing, obtained free-pratique, filed Customs and Import General Manifests, secured prior entry at Customs and has been cleared for discharge by Customs, PPQ and/or other statutory Govt. Agencies, therefore being ready in all respects for discharging cargo, even if final entry has not been obtained. NOR is to be tendered to the Buyer's port office and its nominated agent signed by the Master and/or owner's agent.

t. NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays excluding Sundays, Charter Party holidays, and local holidays and between 1000 hours and 1300 hours on Saturdays.

u. The cargo to be discharged at an average rate(s) as defined in Clause 4 of this tender document. The discharge rate shall be calculated Per Weather Working Day (PWWD) of 24 consecutive hours based on minimum 4 working hooks or prorata thereof.

v. Lay time to commence 24 hours after a valid NOR is served. In the event of 24 hours period ending between:

- 1200 to 2400 hours on Saturday,
- Sunday/Charter Party Holidays/Port holidays/local holidays,

□ Between 1700 hours to 2400 hours on any working day, the lay time shall commence at 0800 hours the next working day.

w. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay-time. Similarly, in case vessel is required to shift from one berth to another berth, for whatever reason(s) the time taken in shifting shall not be counted as lay-time.

#### **16. DEMURRAGE/DESPATCH:**

Demurrage rate shall be as per Charter-party Agreement, to a maximum of US\$ 10,000 per day or pro-rata. Despatch to be half the rate of demurrage WTS. Any claim for demurrage should be lodged within 15 days from date of completion of discharge. Demurrage/despatch to be settled by respective parties within 60 DAYS of receipt of invoices and supporting documents. Statement of Facts to be signed by both parties or their agents and the Master of the vessel(s) immediately upon completion of loading.

The buyer reserves the right to ask for the Charter-party Agreement/Fixture Note for any vessel/shipment at any point of time.

#### **17. POST LANDING SURVEY:**

- a) **Joint Survey in case of discrepancy in weightment of containers before opening.** In case of any damage to the cargo, material short received or material not meeting contractual specification during survey, the claim shall be lodged by the Buyer on the Seller.
- b) The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to The General Manager (Agro-Commodities).
- c) The cargo on arrival at discharge port is subject to inspection by Indian Phytosanitary and Health Authorities. In case of rejection for not meeting the quality and other statutory regulations, the seller shall be responsible for the costs and consequence whatsoever, including losses, damages incurred by buyer over and above the refund of payment from the seller. The seller also has an option to appoint surveyors at the discharge port for joint survey.
- d) If the maize on arrival at discharge port do not meet the specifications prescribed by the Indian PPQ Authorities, then the supplier will have to take back the goods at their risk and cost.

18. **DOCUMENTS:** The Seller shall send by fax/email, followed by courier, to The General Manager (Agro-Commodities), STC Limited, New Delhi, India as per address given in Clause 20 above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that the L/C opening bank in India, before arrival of the vessel, receives original shipping documents. Calculations of free time will start from the date of arrival of the cargo at discharge port or receipt of negotiable set of original shipping documents at bank by STC whichever is later. All expenses like detention, ground rent etc due to delay in receipt of original documents would be to supplier's account. If these documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to STC against STC's own Letter of Indemnity and instruct the Shipping Agent accordingly.

**19. 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.

**20. LIQUIDATED DAMAGES**

In the event seller fails to effect shipment as per agreed shipment schedule and/or as stipulated arrival period in India as per clause 2 ( Arrival period of cargo in India should be within 15 days for Myanmar origin and 30 days for other origins from the date of Bills of Lading), the buyer is entitled to a rebate of US\$ 10.00 PMT per day subject to a maximum of one week in the cast shipment. In case of arrival beyond stipulated period the LD will be charged for actual duration of delay. Rebate should be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Bid Guarantee/ Performance Guarantee will be invoked and forfeited.

**21. DAMAGES:**

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

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

**23. ARBITRATION:** Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled 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 will apply. The venue of the Arbitration will be New Delhi.

**General Manager  
(Agro-Commodities)**

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**TECHNO-COMMERCIAL BID**

1) Name of Bidder : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Contact Person Name : \_\_\_\_\_  
 Telephone No: \_\_\_\_\_; Fax No. \_\_\_\_\_;  
 Mobile No. \_\_\_\_\_; E-mail ID: \_\_\_\_\_

2) Name of the authorised Local agent : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Contact Person Name : \_\_\_\_\_  
 Telephone No: \_\_\_\_\_; Fax No. \_\_\_\_\_;  
 Mobile No. \_\_\_\_\_; E-mail ID: \_\_\_\_\_

3) Letter of Authority on principal foreign company's letter head, duly signed and stamped by the Authorised Representative (AR) of the principal foreign company in favour of local agent enclosed (Yes/No) : \_\_\_\_\_

4) A copy of the signed tender document has been enclosed herewith as our token of acceptance to the terms and conditions of the tender without any deviation enclosed.

**5) DETAILS OF BID BOND/EARNEST MONEY DEPOSIT:**

Demand Draft / Bid Bond No.	Date	Drawn on	Amount (US\$)

**6. ITEMS, QUANTITY AND SHIPMENT PERIOD**

**Please specify qty and other details against each discharge port**

S.No.	Item (Crop Year)	Country of Origin Please specify	Quantity MT	Discharge port	Shipment Period offered
A					
B					
C					
D					
E					

## 7. **SPECIFICATIONS:**

Yellow Maize (Non-GMO) meeting the following product specifications:

SR.NO	PARAMETER	SPECIFICATIONS	
1	MOISTURE	14.0 PCT	MAX
2	BROKEN GRAINS	4.0 PCT	MAX
3	FOREIGN MATTER	1.0 PCT	MAX
4	HEAT DAMAGED KERNEL	0.2 PCT	MAX
5	DAMAGED KERNEL	5.0 PCT	MAX
6	MAIZE (NON-GMO) OF OTHER COLOUR THAN YELLOW	5.0 PCT	MAX
7	ORGANOLEPTIC	NATURAL STATE, SMELL AND COLOUR	
8	LIVE INSECT INFESTATION	NIL	
9	AFLATOXIN	25 ppb*	MAX

\* As per the FSSAI Gazette Notification dated 4th November 2015 to be read in addition to Food Safety and Standards (Contaminants, Toxins and Residues) (Amendment) Regulations, 2015

Testing methods as defined in CODEX Standard for maize grains (CODEX STAN 153-1995, rev. 1-1995).

Barring the specifications contained herein, the bidder is expected to be conversant with various statutory regulations, including but not limited to FSSAI regulations, and strictly comply with the same.

Additionally, the Maize should be non- GMO, strictly in adherence with the phytosanitary requirements for import of plant/plant materials. Bidders are requested to kindly go through these requirements.

## **DECLARATION:**

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

## **CERTIFICATE**

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

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

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

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

**Designation** \_\_\_\_\_

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

**PRICE BID**

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

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

Tel No.: \_\_\_\_\_ Fax No: . \_\_\_\_\_ Telex No.: \_\_\_\_\_

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

**PRODUCT: Yellow Maize (Non-GMO)**

QUANTITY (IN MTS)	DISPORT	SHIPMENT PERIOD	COUNTRY OF ORIGIN	LOAD PORT	UNIT PRICE FOB LOAD PORT (US\$ PMT)	FREIGHT+ INSURANCE US\$ PMT	UNIT PRICE CIF (USD PMT)
		1 <sup>st</sup> Aug-16 to 30 <sup>th</sup> Aug-16					

**DETAILS OF EARNEST MONEY DEPOSIT/BID BOND**

Demand Draft/Bid Bond No. & Date	Name of Bank	Amount (USD)

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

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

Full Name of Authorized Representative \_\_\_\_\_

Designation \_\_\_\_\_

**Company Seal**

**BID – BOND PROFORMA**

(On a stamp paper of Rs 100/- to be executed by any scheduled Bank through its Branch Office in New Delhi)

M/s. STC of India Limited  
Jawahar Vyapar Bhawan,  
Tolstoy Marg, New Delhi-110 001

Dear Sirs,

WHEREAS M/s \_\_\_\_\_ (offeror) has offered to supply a quantity of \_\_\_\_\_ MT of \_\_\_\_\_ (name of commodity) to STC Limited and the offerer is required to submit a Bid Bond of 2% of the full value of the tender as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC Limited, New Delhi the amount of US\$ \_\_\_\_\_, in case the offerer wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said offerer. Any such demand in writing made by STC Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. On receiving the demand from STC Limited the payment shall be made immediately failing which interest @15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till 26<sup>th</sup> September, 2016 in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ \_\_\_\_\_ (US Dollar \_\_\_\_\_ only ) and it will remain in force upto \_\_\_\_\_ in India till midnight \_\_\_\_\_ unless a claim under the Guarantee is filed against us on or before midnight in India till (date), all your rights under the said Guarantee shall be forfeited and we 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 the bid originally made by the offerer and any change in the constitution of said offeror STC Limited.

FOR BANK

Dated:

Place:



**PERFORMANCE GUARANTEE FORMAT**

(To be executed by any Schedule Bank in India on Stamp paper of Rs 100/-)

M/s. STC of India Limited  
Jawahar Vyapar Bhawan,  
Tolstoy Marg, New Delhi-110 001

1. Against Contract No./LOI\_\_\_\_\_Dated\_\_\_\_\_entered into between STC Limited (herein called the buyer) and M/s. \_\_\_\_\_ (herein called the seller), this is to confirm that at the request of the Seller, we \_\_\_\_\_Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of US\$\_\_\_\_\_without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of US\$\_\_\_\_\_will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.

1 It is fully understood that this guarantee is effective for the period upto 31<sup>st</sup> December, **2016** and that we \_\_\_\_\_Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.

2 We, \_\_\_\_\_Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, \_\_\_\_\_Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.

3 We \_\_\_\_\_Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Seller/Buyer.

4 The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in New Delhi, India.

This Guarantee will be valid for invocation in India upto 31<sup>st</sup> December, **2016** (Midnight).

FOR \_\_\_\_\_BANK  
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/Contractor**”

Preamble

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

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

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

Section 1 – Commitments of STC

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

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. STC will exclude from the process all known prejudiced persons.

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

### **Section 2 – Commitments of the Bidder/Contractor**

- (1). The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
  - e. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

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

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, STC shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

#### **Section 4 - Compensation for Damages and Forfeiture of EMD**

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

#### **Section 5 – Previous transgression**

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

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

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

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

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

#### **Section 8 – Independent External Monitor /Monitors**

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what

extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/ Contractor. The Bidder / Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- (4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (8) The word Monitor would include both singular and plural.

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

- (1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.
- (2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

**(For & On behalf of STC)**

\_\_\_\_\_

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

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2: Name & Address

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

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

**Sub : Letter of Authority**

**TENDER NO STC/MAIZE-IMPORT/01/2016-17 DATED: 21.07.2016**

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  
Maize 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 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)

\*\*\*\*\*