



THE STATE TRADING CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA ENTERPRISE)

Mogul's Court, 5th Floor, Basheerbagh, Hyderabad 500 001, India

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TENDER NO.: STC/HYD/GID/2017-18/05 DATED 20.02.2018

The State Trading Corporation of India Limited, Hyderabad Branch invites offers for import/supply of following item(s)

Sl.No.	Name of the Equipment	Qty.
1.	AEROSTAT	01 Nos
2.	Unarmed Aerial Vehicle	01 Nos

For details, please visit websites www.stclimited.co.in or www.eprocure.gov.in. Interested bidders must submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

You are requested to submit your most competitive offer for the above product range. Bids against this tender shall be received only electronically through the e-procurement Portal of NIC (eprocure.gov.in/eprocure).

“No bids shall be accepted in hard copy or in any other form.”

Any further Corrigendum/Addendum to the tender documents will be uploaded by STC only on website i.e. www.stclimited.co.in, www.eprocure.gov.in and no press advertisement shall be published for the same

Please Note –

- Separate offers are to be uploaded for different items.***
- Name & Number of the Item to be clearly mentioned.***

TERMS AND CONDITIONS

Price - You are required to provide FOB, CIF Indian Port & FOR Vijayawada (Krishna District, Telangana) price as per Price Bid Format Attached (Schedule C)

(Break-up of insurance, sea freight, Custom Clearance charges, Inland Insurance and Transportation Charges from Port to (Vijayawada, Andhra Pradesh) are to be given.

In case of local supplies the tenderer should give the FOR Vijayawada (Krishna District, Telangana) Prices giving the break-up of local taxes & levies in the Price Bid format as per Schedule 'C'. In case of goods being offered in foreign currency, the tenderer should give the CIF/CIP Prices, Rate of Import Custom Duty on assessable value for the item quoted with ITC HS Codes and Proof of rate of Import Custom Duty, Custom Clearance charges, Inland Insurance & Transportation charges upto Vijayawada etc. in the Price Bid Format as per Schedule 'C'.

In case of Imported equipment the following will be provided by STC:-

- (i) Authorization in favour of nominated custom clearing handling agent of the supplier,
- (ii) Payment of import custom duty (if and as applicable) (upon receipt of copy of Bill of Entry filed with customs).

- 1) **Country of Origin** Certificate Duly certified by Chamber of Commerce of the exporting country to be submitted at the time of shipment of goods.
- 2) **Delivery Schedule** – Immediate delivery is required and should be clearly specified in the offer.
- 4) **Payment terms** –.

I. For Imported Item

We operate on 100% TT Transfer/ LC basis. In case of LC, LC shall be established for 100% order value and 90% (Ninety Percent) payment under LC will be released against submission of documents pertaining to dispatch of goods along with satisfactory certificate of pre-dispatch inspection and balance 10% (ten percent) payment shall be payable after satisfactory installation/demonstration of the goods at the premises of end-user department and receipt of certificate for same from end user department.

Payment Against the letter of Credit/Wire Transfer for 90% of the value will be available against presentation of the following documents and also on proof of evidencing of shipment.

- a. Complete set of Original Clean Bill of Lading. The Bill of Lading shall be in the name of **THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA AND MARKED FREIGHT PREPAID.**
- b. Signed invoice in three copies giving letter of credit No., Order No. and date respectively. The invoice shall be in the name of : **THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH, HYDERABAD 500 001, INDIA**
- c. Certificate of satisfactory Pre-dispatch inspection report
- d. Certificate showing goods of **ORIGIN** issued by Chamber of Commerce or Equivalent Body in Duplicate.
- e. Specification and Packing list – three copies.
- f. Manufacturer's guarantee certificate – three copies.
- g. Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new (Production Month in Year 2017/18) and free from any latent or patent defects and are strictly as per Specifications mentioned in STC's Order
- h. Insurance Policy/ Certificate showing STC as beneficiary - one original and two copies.
- i. Copy of FAX MESSAGE (Fax No.00-91-040-23236768) marked to General Imports Division, sent by the seller within 24 hours of issuance of Bill of Lading to buyer notifying the details of the BL No., Goods freighted, total invoice value, Name of the Shipping Line loading port and date of departure of the vessel and expected time of its arrival at the Indian Port.
- j. Certificate by the seller that the freightment consists complete requirement as per list of goods given in the Annexure-I enclosed with the order.
- k. Certificate from the seller that one set of non-negotiable documents mentioned under (a) to (l) above has been airmailed/couriered to the following within 10 Days of departure of the vessel in addition to one set of non-negotiable document sent with the vessel to:

**THE STATE TRADING CORPORATION OF INDIA LTD., GENERAL
IMPORTS DIVISION, MOGUL'S COURT, 5TH FLOOR, BASHEERBAGH,
HYDERABAD 500 001, INDIA**

Balance 10 (Ten) Percent payment under the LC shall be released/payable only after receipt of certificate of satisfactory installation, demonstration & training of the Equipment to be issued by the end-user department, after receipt and examination of equipment at their premises in India.

II. In case indigenous supply.

Payment for domestic supply via RTGS for 100% value will be available against presentation of the following documents

- a. Signed and stamped invoice (Three original) giving details of order number and date. The invoice shall be in the name of The State Trading Corporation of India Ltd. and the end-user department as consignee. Invoice shall be as per Annexure – I enclosed with our order.
 - b. RECEIPT (FOR) GOODS RECEIVED & INSTALLATION CERTIFICATE as per Annexure “c” from the end-user department.
 - c. Satisfactory Pre-Dispatch Inspection Report.
 - d. Specification and Packing List – Two copies.
 - e. Authorised Dealers / suppliers guarantee certificate – Two Copies.
- 5) **Validity of Price** – Your offer to be valid for acceptance by us up to 120 days from the Tender closing date.
- 6) **Airport/Port of Shipment.** – For Imported equipment supplier to mention Airport/Port of shipment
- 7) **Supplier's RTGS Bank Details** also to be mentioned in the offer.
- 8) **Guarantee Period** – The equipment(s) quoted for shall carry a guarantee for 120 calendar months and the manufacturer shall have to provide after sales service, as and when required at a short notice. The Guarantee period shall start only upon satisfactory Installation & Demonstration of the equipment at the end –user's premises. Also see Point (F) of Other Terms and Conditions.
- 9) **Inspection**
Articles supplied shall be strictly as per the approved specifications. Or else, such Articles shall be rejected and returned to the Bidder at his own cost for replacement within 30 days.
- 10) The detailed list of consumables and spares with FOR, Vijayawada prices, required for smooth functioning of the equipment, shall also be submitted along with tender offer.

11) **Submission of Samples**

Bidders are required to submit a sample & demonstrate the working of the equipment (quoted under the tender) to the technical evaluation team when called upon by STC. A separate communication will be issued to the bidders for presentation of the samples on defined date, place and time.

If demonstration of the goods is deemed essential to ascertain conformity with the tendered specifications, then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at Vijayawada or any other location on a mutually agreeable date, prior to opening of priced bid.

12). **Schedule to Tender :-**

a	Date of Publication of Tender	20.02.2018
b	Last date for uploading the bid documents and receipt of filled up & duly signed downloaded tender documents containing (scan copies). (EMD in the form of DD to be submitted physically at STC, Hyderabad Office on or before last date) a) Cover # I Technical bid b) Cover # II Price Bid	09.03.2018 1500hrs
c	Date & Time of Opening Technical bid.	09.03.2018 1530 hrs

13) **Offers invited under Two Bid System:**

All Bidders are required to submit their item-wise offers in two cover/part i.e. Technical Bid Part and Price Bid Part.

Please Note –

- *Separate offers are to be uploaded for different items.*
- *Name & Number of the Item to be clearly mentioned.*

A. Following documents are required to be uploaded online as part of Technical Bid Part

1. No Deviation Certificate for the Item being offered is to be uploaded as per format enclosed. Schedule “E”. Names & Numbers of the Item to be clearly mentioned.
2. Scanned Copy of Pay Order / Demand Draft/Bid Bond equivalent to 2% of total cost of items towards Earnest Money Deposit or Copy of NSIC Certificate mentioning the name of the item quoted. Name & Number of the Item to be clearly mentioned. Original DD should be submitted at STC, Hyderabad Office before date of close of tender i.e, 09.03.2018.
3. Detailed Technical offer & specifications of the equipment offered to be supplied.
4. An undertaking by the company stating that the Company or entities who hold stake in the company have not been blacklisted by any central, union territory and state govt./organization or

any Govt. procurement agency as well as convicted by any court of law and the period of blacklisting is not enforced till the date of validity of this offer being submitted.

5. Letter of Authority, in case the bid is being submitted by local agent of the foreign supplier, as per Schedule-A.
6. Rate uniformity certificate. (Schedule – G)
7. Bank details and delivery schedule.
8. Integrity Pact duly stamped and signed. (Schedule – H)
9. Proforma of past performance duly filled in and signed by the tenderer. (Schedule – F). Documents showing that the bidder had turnover of atleast Rs. 2.50 Crore in Aerostat & Rs. 13.50 Crore in UAV or its USD equivalent in the last three Financial years.
10. Certificate that the bidders have fully trained technical staff for installation/Commissioning of equipment/items for efficient after sales service.
11. Audited Balance sheets, profit & loss accounts & Tax returns for the past 3 Financial years, duly signed & attested by competent auditors of their countries.

B. The” Price Bid” Part must contain Price Bid of the Item (Schedule- C, Format enclosed) which must be duly signed & stamped.

1. Price may be quoted inclusive of minimum of 5yrs warranty. The annual maintenance contract cost on annual basis beyond the warranty period for a further period of 5 years to be quoted separately.
2. Conditions for AMC: Preventive maintenance visits once in six months and break down visits as and when required.

Please Note: Offers having conditions/deviations are liable to be rejected at the sole discretion of STC. Your Price Bids shall be opened only if your Technical Bid is found in order. Your technical and price bid shall be valid for at least 120 days.

SPECIAL INSTRUCTIONS TO THE TENDER NOTICE FOR COMPLIANCE OF THE TENDER PARTICIPANTS:-

- A. All equipment to be offered with installation, supervision and complete training to operating staff.
- B. Standard Products should be offered, be of latest models and meet **international specifications and norms of safety, environment, pollution etc.** Models and specifications should be clearly spelt out.
- C. It is mandatory to enclose Product literature with the bids.
- D. In case equivalent make/model/brand is offered, a comparative statement with the make/model/brand desired by customer should be enclosed with bid.
- E. Options on all machines to be offered for three year comprehensive warranty (parts, travel and labour included).
- F. Warranty/Guarantee on the items should be spelt out clearly.
- G. Service arrangements in / for India/ site should be mentioned clearly in the bids. Similarly services included in the price offered for equipment/machines should be mentioned.
- H. Specifications are indicative, better specification may be offered as optional.
- I. Names where ever mentioned are for reference purpose, equivalent or better specification/ brand may be offered.

- J. List of essential spares and consumables should be mentioned and prices offered for the same as optional items.

OTHER TERMS AND CONDITIONS

(A) Having regard to STC's Corporate Policy, offers from Principal Manufacturer/Distributor or their Authorized agents with Tender Specific authorization by their principal Manufacturer/Distributor in their favour as per Schedule 'A' enclosed only shall be considered. Offers otherwise submitted, if any, are thus liable to be rejected summarily.

(B) In case of imported equipment, the Authorized agents may quote the prices for and on behalf of their principal manufacturers in the respective foreign currencies. Accordingly, upon award of order STC shall be entering into direct contract with the Principal Manufacturer.

(C) Earnest Money Deposit

- i. All offers shall be submitted along with an Earnest Money Deposit (EMD) of 2% of total offer value in the Form of Pay Order / Demand Draft/ Bid Bond in favour of "The STC of India Ltd., Hyderabad". However, for sake of convenience the foreign suppliers may submit the requisite EMD through their Indian Agents in equivalent Indian Currency, should they so desire. The EMD DD/Payorder/Bid Bond to be placed in a sealed envelope along with a covering letter duly superscribing the Tender No. Item & Name of Item addressed to The Deputy General Manager, STC of India Ltd., Mogul's Court, 5th Floor, Basheerbagh, Hyderabad 500 001 and dropped in the Tender Box placed conspicuously on the 5th floor, Mogul's Court, Basheerbagh, Hyderabad 500 001.
- ii. The Bidders are also requested to provide the RTGS Bank details for future refunds/Payments. EMD's paid by Cheques are not acceptable. The format of Bid Bond is attached. (Schedule-D).
- iii. No interest will be applicable on the EMD payments
- iv. The units registered under Single Point Registration Scheme of NSIC are eligible for Exemption from payment of Earnest Money Deposit (EMD)
- v. The details of EMD entered during the bid submission, and those available in scanned copies, should tally with the EMD sent physically. Otherwise, the bid may be rejected.
- vi. Earnest Money Deposit (EMD) must reach STC before last date and time of bid submission
- vii. The EMD of the unsuccessful bidders would be returned within one month of signing of the Contract with the successful bidder.
- viii. EMD of the successful Bidder will be released only after the Bidder signs the Contract with STC and furnishes a Performance Bank Guarantee (PBG) in the format prescribed in the tender. Annexure

- ix. The EMD shall be forfeited by STC, in the following events: (a) Bidder withdraws its bid during the validity period specified in RFP or any extension thereof agreed by the bidder. (b) Bidder does not respond to requests for clarification of its bid. (c) Bidder fails to provide required information during the evaluation process. (d) In case of a successful Bidder, the said Bidder fails to sign the Contract; or furnish Performance Bank Guarantee in time.
- (D) For the purpose of equitable comparison and evaluation of the offers, prices quoted in different currencies will be converted to a single currency viz., Indian Rupees as per the TT Selling Rate established by the State Bank of India as on the date of Price Bid Opening. The Comparison of prices & identification of L1 Bidder would be on FOR Destination Basis, duly delivered, commissioned etc. as the case may be on the date of opening of Price Bid.
- (E) The Financial Bids of the Tenderers whose Technical Bids are approved shall be opened subsequently.
- (F) Upon award of the Tender/Order to the successful bidder, a Performance Guarantee for due performance of the Contract, **valid up to the guarantee period** of the equipment, equivalent to 10% of the order value shall be submitted by the awardee in the prescribed format in favour of end-user department through a Nationalized Bank in India. As per Schedule B enclosed.
- (G) For Imported Item, STC would be selling the goods on High Seas Sales basis to the end user Department. All the custom Clearance documents including High Seas Sales Agreement along with Invoice etc. shall be submitted to the supplier's nominated Custom Clearing Agent.
- (H) The offers received (other than conditional offers) after opening of bid(s) shall be forwarded to the end-user department for their evaluation.
- (I) You are also requested to kindly give the details of after sales service arrangements in Telangana and India. The name of your Service representatives in Telangana and India along with his complete address and contact numbers may also be informed to us along with the offer so that the same could be notified to the end-user.
- (J) All the tools and facilities required for the inspection shall be arranged by the contractor free of cost.
- (K) No deviation, whatsoever, shall be acceptable. The tenderer has to certify that by duly signing and stamping the certificate as per Schedule
- (L) An undertaking/certificate stating that the rates quoted are uniform for all the Government Institutions in the country is to be provided. This certificate giving the reference of STC's Tender No. and Date along with your quoted item details may be submitted in original and the items if proprietary, a certificate to this effect may also be given.
- (M) In case of delay in supplies beyond the quoted delivery period, liquidated damages to the extent of 0.5% of the cost of the delayed supplies per week is applicable, subject to a maximum of 10%. Beyond this period, we reserve the right to either extend further or to cancel the contract.
- (N) Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/quality/weight/purity, marking/specifications, etc of the material, costs or expenses of

whatsoever nature, costs to STC on account of supplier/ handling agent/ omissions /negligence /mistake/misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with this Tender.

(O) **Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The supplier hereto agree that the courts and tribunals at Hyderabad, Telangana State shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the Tender. All disputes arising out of this tender shall be decided in accordance with the Laws of India.

(P) STC may at its absolute discretion, reserve the right to shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserve the right to cancel this tender in totality without assigning any reason at any point of time.

(Q) Fall clause

- i. The prices offered under the tender by the bidder shall in no event exceed the lowest price at which bidder sells the items of identical specification to any person/ organization.
- ii. If during the said period, the bidder reduces the offered price, sells or offers to sell such items to any person/ organization at a price lower than the price offered under the tender, it shall forthwith notify such reduction or offer of sale to the STC and the price payable under the contract for the items shall stand corresponding reduced.

(R) **EMD Exemption to MSEs** – In case of the bidder being a Micro or Small Enterprise (MSE), relevant registration certificate to that effect should be mandatorily submitted. It should also be clearly indicated whether the MSE is owned by SC or ST entrepreneur, wherever applicable. MSEs producing valid certificate of registration will be exempted from payment of EMD. If the price quoted by an MSE is within L1+15%, it will be allowed to supply a portion (at least 20 percent of total tendered quantity) of requirement provided the enterprise is able to match the L1 price and the L1 price is from a bidder other than an MSE. In case of two or more MSEs quoting price within L1+15%, order may be divided as deemed fit by STC.”

Micro or Small Enterprises (MSEs) producing valid certificate of registration are given exemption from payment of Earnest Money Deposit (EMD) only if the items being tendered for are being manufactured by them.

(S) **Forfeiture of Performance Guarantee:-** Performance Guarantee may be forfeited in the following cases :-

- a) When any terms and conditions of the contract are breached.
- b) When the tenderer fails to make complete supply satisfactorily.

(T) INTEGRITY PACT:

- i. Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Schedule-), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stclimited.co.in/corporatecommitments/Integrity-pact.aspx>. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- ii. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- iii. Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- iv. All sub-contractors/associates whose contribution in the tender is above 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.
- v. The Independent External Monitors (IEMs) for this tender shall be Mr. K.K. Sinha. All correspondence to them regarding implementation of IP should be addressed to : Mr (Name of IEM), IEM, C/o Chairman & Managing Director, State Trading Corporation of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.

(U) Submission of Bids

- i. Bids against this Tender shall be received only electronically through the eProcurement Portal of NIC (eprocure.gov.in). No bids shall be accepted in hard copy or in any other form.
- 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.
- 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.
- viii. 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 on Tel No"s.: 1800-3070-2232, 91-7878007972 and 91- 7878007973.

HYDERABAD.
20.02.2017

BRANCH MANAGER
Tele No. – 040-23237389/23296460

UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER / DISTRIBUTOR

It is to certify that M/s _____
(Name & Address of Tenderer) is our Authorised Distributor / Dealer. They are Authorised to submit tender for _____ (Name of Item) to the State Trading Corporation of India Ltd., Hyderabad against their Tender Notice No _____
Dated _____.

The Equipment / Item is Guaranteed for minimum 5 year Comprehensive free onsite Guarantee with Spare Parts from the date of completion of satisfactory testing, commissioning installation and Authorised Distributor / Dealer shall during the Guarantee period replace the parts if any, or rectify any manufacturing defect found during the above period so as to make the machinery operative and in perfect condition.

They are also Authorised to provide Annual Maintenance Contract and repairs contract for the period as desired by the purchase officer after the expiry of 5 year comprehensive Guarantee They will be responsible to ensure adequate regular supplies of spare parts, consumables, non- consumables needed for the same whether AMC or otherwise.

In case of change of Authorised Distributor / Dealer, we will inform the purchase officer accordingly within 15 days of change of authorized distributor/ Dealer. The new Dealer / Distributor will be responsible for after sales & service and annual maintenance and repairs contract as above. In case of failure of Authorised Dealer / Distributor we will be responsible for providing after sales service of the equipment as per terms and conditions of tender and contract.

If there is any defect M/s _____ shall replace or upgrade the defective part/faulty which shall also be subject to same guarantee as the original equipment. M/s _____ shall bear all costs, travel, labour, material cost which are required on rectification of defects onsite during the guarantee period.

**SIGNATURE OF THE PRINCIPAL MANUFACTURER/ DISTRIBUTOR
WITH RUBBER STAMP**

Note: This Undertaking should be Typed & Signed by Principal Manufacturer/ Distributor on his Original Letter Pad

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Nationalised Bank in India having their Branch in the State of End-user Department on stamp paper of Rs.100/-)

Name & Address of the Buyers(End-user Department)

1. Against Tender No. _____ dated _____ and Contract No. _____
Dated - _____(hereinafter called the Contract entered into between the STC of India Ltd., Hyderabad which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives & assigns for and on behalf of _____ (hereinafter called the Buyers/End user Department) and M/s. _____(Name and Complete Address) (hereinafter called the Sellers) which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives & assigns this is to certify that at the request of the Sellers, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyers immediately on first demand, the amount of US \$/Rupees _____(@ 10% of contract value) without any protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said contract. The decision of the Buyer/End user _____or The STC of India Ltd., Hyderabad duly communicated in writing to the bank that the sellers have failed to perform all or any of the obligations under the contract shall not be questioned and be final and conclusive. The said amount of US \$/Rupee _____ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer.
2. It is fully understood that this guarantee is effective for a period upto _____ (60 Months + Delivery Period) and that we _____ Bank undertake not to revoke this guarantee during its currency (upto claim period) without the consent in writing of the Buyers.
3. We _____ Bank, further agree that the buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary/extend any of the terms and conditions of the said contract or/extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said sellers and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from its liabilities under this guarantee by reasons of any such exercise, variations or extension being granted to the said sellers or for any forbearance and/or commission on the part of the buyers, or any indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under

this performance guarantee. We further agree that the validity period of this Performance Bank Guarantee will be extended by us upon receipt of any such request in writing from the Buyer and any charges on account thereof shall be to the account of seller

4. We _____ Bank further agree that the guarantee herein contained shall not be affected / discharged by any change in the constitution of the said Sellers/Buyers/Bank.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in the State of Buyer / End – user India alone.
6. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of release.
7. The Bank further agrees that decision of the Buyer as to the failure on the part of _____ to fulfill their obligations as aforesaid /or as to the amount payable by the bank to the Buyer shall be final, conclusive & binding on the Bank.
8. This Guarantee will remain in force up to _____(120 Months + Delivery Period) and any demand in respect thereof should reach Bank not later than 10 (Ten) working days (claim period) from the expiry of above validity date.
9. Notwithstanding anything entered hereto Banks liability under this Performance Bank Guarantee shall not exceed _____(in words. Bank is liable to pay the guaranteed amount if Buyer same upon in written claim/demand on of before the expiry date.

FOR _____ BANK

ACCEPTED

Witness:-

Price Bid
ON THE LETTER HEAD OF THE COMPANY

Tender No. & Date :

Name of the Item quoted :

S.No. of Item in Tender Document :

HS Code of the equipment :

Rate of import custom duty and IGST :

Price Format for Imported Equipment

Details	Total Amount (Amount to be provided in words as well)
FOB Price (.....currency)	
Insurance Charges up to Port/ Airport (.....currency)	
Freight Charges up to Port/ Airport (.....currency)	
Total CIP Price (.....currency)	
Custom Clearing & Handling Charges (INR)	
Ex Works price (for items/ accessories supplied locally) (if any) (INR)	
Applicable GST for equipment supplied locally (if any) (INR)	
Inland Transport & Transit Insurance Charges from Hyderabad/Vijayawada Airport/Visakhapatnam Port to end-user premises (INR)	
Cost of training, if any.	

Price Format for Indigenous Supplies

Details	Price (INR)
Ex Works price	
GST	
Inland Transportation & Transit Insurance Charges up to end-user premises in Vijayawada	
Cost of training, if any.	
Total FOR Vijayawada Price	

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. This is to also confirm that I am fully authorized by company for signing and submitting this price bid.

Place: SIGNATURE OF THE TENDERER
Date: NAME & DESIGNATION OF TENDERER
COMPANY SEAL

BID BOND PROFORMA

Schedule "D"

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

M/s. State Trading Corporation of India Limited,
5th Floor, Mogul's Court,
Basheerbagh,
Hyderabad-500 001.

Dear Sirs,

1. WHEREAS M/s _____(BIDDER) has offered to supply _____ to STC, and the bidder is required to submit a Bid Bond at the rate of US\$ _____ along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale. We (Bank with full address) 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 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.
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 (one month 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, _____(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.

CERTIFICATE

Certified that the enclosed offer against Tender No. STC/GID/HYD/2017-18/05 dated 20.02.2018 is in total conformity with tender terms & conditions including special instructions and specifications without any deviation, whatsoever.

Place:

SIGNATURE OF THE TENDERER

Date:

NAME & DESIGNATION OF TENDERER

COMPANY SEAL

Proforma for performance (for a period of last five years)

Bid No. _____ Date of Opening _____ Time _____ Hours

Name of the Firm _____

Order placed by _____ (Full address of Purchaser)	Order No & Date	Description & Quantity of ordered Equipment Items.	Value of order	Date of completion of delivery ----- ----- As per contract /Actual		Remarks indicating reasons for late delivery, if any	Has the Equipment being Satisfactorily functioning (Attach a certificate from the Purchaser / Consignee)
1	2	3	4	5	6	7	8

Signature and seal of the Issuing Authority

Rate Uniformity Certificate

Declaration Form

I / We have gone through carefully all the tender conditions and Solemnly declare that I / we will abide by any penal action such as qualification or black listing or determination of contract or any action deemed fit taken by STC against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

We have not quoted / supplied the equipment quoted in this Tender to any agency / state in the country at the rate lower than the rate quoted in the tender.

If I / We quote lower rate than the rate quoted to STC/AP Police, Vijayawada to any other agency / State in the Country in future we will remit the differential cost to STC/AP Police, Vijayawada.

Signature :

Date :

Name of the
Firm and address :

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. 22

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

- i. 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.
- ii. 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

- 0 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.
- 1 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.
- 2 If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- 3 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

Technical specifications

Item No: 1. AEROSTAT

Introduction:

Electro-optic payload is to be used in 3 different scenarios.

1. Urban policing.
2. Armed outpost protection in conflict areas involving jungle and hills.
3. Prevention of Wood smuggling in Jungle areas.

For day/night reconnaissance, surveillance and targeting at short ranges.

This EO shall be mounted on an Aerostat platform, which will provide height.

The EO shall enable ground based payload operator to steer the payload line of sight in azimuth and elevation axes to detect, recognize and identify the targets at required ranges during day and night. The EO shall also include Video tracker which enable automatic target tracking during day and night.

- | | |
|---------------------------------------|--|
| 1. Type of platform: | : Aerostat |
| 2. Diameter: | : 5 M or above |
| 3. Mounting type of Aerostat: | : Belly mounting/portable |
| 4. Endurance of continuous operation: | : 48 Hrs or above |
| 5. Ground facility: | : winching or mooring |
| 6. Manning: | : Crew of less than 5 members |
| 7. Turnaround time: | : less than 30 min |
| 8. Lifting gas: | : not to be proprietary |
| 9. Payload capacity: | : Atleast 15 kgs |
| 10. Operational altitude: | : 300 mts AGL |
| 11. Mooring wind limit: | : 30 Kmph or better |
| 12. Operational wind limit: | : 70 Kmph or better |
| 13. Bladder endurance: | : 2 yrs or more in Indian weather conditions |

Configuration:

EO's airborne segment system shall generate standard PAL video and digital video (HD) that can be transmitted using fiber optic link to its ground segment placed at ground control station for processing and image exploitation.

Initiation of command and GPA status to/from EO monitored at payload operator's console (PLOC) of Aerostat Ground Control Station (GCS) with the help of data network with optical fiber as back bone. The GCS should be equipped with EO compatible software and hardware to make it capable of operation control, video image displaying and exploitation of imaginary.

General requirement for EO Payloads:

1. INS
2. Electronic Compass and PGPS receivers
3. Detection range: 4 Km horizontal at ground level or better – both day and night.
4. 3 axis Gimbal Gyro stabilized system
5. All weather resistant
6. Suitability for operational environment and requirements specified in Introduction.

Price of Aerostat to be quoted separately and price of each of EO's suitable for different deployments to be quoted separately.

1. Video Output
 1. Analog: PAL and NTSC or HD-SDI

Item No: 2. Unarmed Aerial Vehicle

1. Electrical Propulsion system
2. Runway free T/O and landing
3. Endurance: 6 Hrs or more
4. Range: 100 Km from ground data terminal
5. Payload: Nose mount 5 Kg or more
6. Mission capable of execution in a "GPS denied environment"
7. Max 3 personnel to operate the system.
8. Parachute and airbag based landing system
9. Flight altitude: 2000ft above ground and 10000ft above sea level
10. Rain: 5mm/hr or better
11. Wind velocity: 70 Km/hr or better
12. Live streaming of video required
13. Payload types: EO/Elint/SIGINT/COMMINT

EO's requirement:

1. Detection, motion and geo location of humans, vehicles and their installations
2. Day and night operation
3. Target locating and tracing

Video Analytics:

1. Pixel range detection in area of interest
2. Video rendering
3. Image enhancement
4. Map to video matching

Price of UAV and EO's to be quoted separately.