



**THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER
MINISTRY OF COMMERCE & INDUSTRY)
NO. 301 TO 314, 3RD FLOOR, TRADE WORLD, 'C' WING,
KAMALA MILL, SENAPATI BAPAT MARG,
LOWER PAREL (WEST), MUMBAI – 400 013
Ph:- (022) 24926245, Fax No. (022) 24902411/24955264
Website: www.stclimited.co.in, E-mail: mumbai@stclimited.co.in
CIN No: L74899DL1956GOI002674**

**INVITES TENDER FOR SUPPLY OF REFINED SUNFLOWER OIL
(EDIBLE GRADE) TO SYRIA
UNDER GOVERNMENT OF INDIA
HUMANITARIAN ASSISTANCE PROGRAMME**

TENDER NO.STC/MUM/EOIL/SUPPLY/01/2016-17 DATED 06.12.2016

DUE ON 09.12.2016 AT 11.00 HRS. (IST)

COPY OF THE TENDER DOCUMENTS CAN BE OBTAINED FROM

**DEPUTY GENERAL MANAGER, EDIBLE OILS,
THE STC OF INDIA LTD., MUMBAI**

OR CAN BE DOWNLOADED FROM OUR WEBSITE

**www.stclimited.co.in ,
www.tenders.gov.in or
www.eprocure.gov.in**

TENDER FOR SUPPLY OF REFINED SUNFLOWER OIL

TENDER NO. STC/MUM/EOIL/SUPPLY/ 01/2016-17 DATED 06.12.2016

CLOSING AT 11.00 HRS IST ON 09.12.2016

TERMS AND CONDITIONS OF TENDER

1. INVITATION FOR BIDS

As per the mandate of GOVERNMENT OF INDIA, THE STC OF INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE), Branch office at 3rd FLOOR, 'C' WING, TRADE WORLD CENTRE, KAMLA MILL, SENAPATI BAPAT MARG, LOWER PAREL (WEST), MUMBAI - 400 013, MAHARASHTRA (INDIA) invites offers for Supply of "SUNFLOWER OIL PACKED IN 1 LITRE BOTTLE AND 5 LITRE PLASTIC JAR/CANS" for supply to GOVERNMENT OF SYRIA under Humanitarian Assistance Programme under Two Bid system for purchase of Refined Sunflower Oil (Edible Grade) for further export to Govt. of Syria, as per the terms and conditions prescribed hereunder:-

2. COMMODITY

REFINED SUNFLOWER OIL (PACKED IN ONE LITRE BOTTLE AND FIVE LITRE PLASTIC JAR/CANS)

3. SPECIFICATIONS

As per FSSAI Standards for Vegetable Oil (Refined Sunflower Oil) based on the recommendation of Essential Commodities Act, 1955.

- a) Oil to be free from solid particles, adulterants, sediments, suspended and other foreign matters, separated water and added colouring or flavouring substances.
- b) Material to be free from mineral oils, toxic matter or any other oil of vegetable or animal origin.
- c) Material to be odourless and bland in taste
- d) Necessary safeguards will be taken by sellers by sealing ship's tanks properly to avoid increase in moisture content during voyage and by adding permissible antioxidants to avoid oxidation during voyage.
- e) Buyers nominated surveyors to give certificate for above.

4. QUANTITY & DISCHARGE PORTS

About 800 MT at Latakia Port. Quantity can be increased or decreased as per STC's requirement.

5. QUALITY & WEIGHT

The oil should conform to quality and specifications as in clause 3 above. Quality final as per samples drawn from lots at the time of loading and certified by surveyors / analysts nominated by Buyers at Sellers expenses.

6. SHIPMENT PERIOD

Shipment to be effected on or before 31st December 2016.

7. PRICE

Price bid to be submitted on company's letter head as per format in Annexure-V. Prices to be quoted in both **FOB and CIF LATAKIA Port basis in Indian Rupees Only.**

8. PACKING

In 1 litre Bottle and 5 Litre Plastic Jar/Cans further packed in cartons.

9. MARKING

Single Colour Stencil Marking as per Buyers Instructions.

10. COUNTRY OF ORIGIN

India

11. VALIDITY

Bids must remain valid up to 14.00 hrs. Indian Standard Time (IST) on 14.12.2016.

12. DEVIATIONS

Bidder should submit a separate statement along with the Bid giving deviations, if any, (as per Annexure-III) with respect to the terms of this tender which, interalia, should also include any deviation with respect to the quality parameter(s).

Acceptance of the deviation shall be at the sole discretion of the Buyer. No deviation in respect of basis of the Price quotation as at para 7 above will be accepted

13. PRE-QUALIFICATION CRITERIA FOR SELECTION OF ASSOCIATED SUPPLIERS- (TECHNO COMMERCIAL BID)

- a. The prospective Supplier / Bidder should have the experience of supply of Refined Sunflower Oil, during the last three financial years, directly or through PSUs to any company in India and/or outside India. Also a cumulative minimum turnover of Rs 100 crores is required in the last three years in the commodity for which application is being made.
- b. The prospective Supplier / Bidder shall submit Bank reference and/or Insolvency Certificate from Bank to show credit worthiness of the supplier for upto Rs.50 million or equivalent foreign currency.
- c. Applicants should have a valid PAN No., TIN No., CST No., service tax no. and other regulatory licenses/permission issued by Competent Authority(s) and produce the same whenever required.
- d. Applicants to submit copies of Income Tax Return filed and Audited P&L Accounts & Balance Sheets of the company for the last three financial years duly attested by a Chartered Accountant.
- e. Copy of valid FSSAI License. Any other license like FPO, AGMARK, HACCP etc to be provided wherever applicable.
- f. The prospective Supplier / Bidder shall submit a satisfactory Credit Rating Report (Not older than one Calendar year) from any of the following International Credit Rating agencies
 - i. Dun & Bradstreet
 - ii. Moody's
 - iii. Standard & Poor
- g. The prospective supplier should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Undertaking in India. The supplier shall have to submit an UNDERTAKING (as per Annexure II) on a Rs. 100/- Non- Judicial Stamp Paper duly notarised by Notary Public to the effect that the Company is not debarred/black listed by any Government Department/Undertaking as on date at the time of application for pre-qualification as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
- h. Copy of STC's Tender document duly signed and stamped as a token of acceptance.

The above terms and conditions have to be complying by the applicant in totality. Incomplete applications will be summarily rejected.

14. SUBMISSION OF BIDS

- a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by **1100 Hours of 09.12.2016** under Two Bid systems i.e. Techno Commercial Bids and Price Bid.
- b) Techno Commercial Bids shall be opened at **1130 Hours of 09.12.2016**. Price Bid of only technically qualified tenderers shall be opened afterwards.

- a) Bids shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in/eprocure).
- b) For submission of e-bids, bidders are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (<http://eprocure.gov.in/eprocure>) using Class-II / Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct / true. Bidders have to abide by all the terms & conditions mentioned during registration process.
- c) The financial instrument such as Tender Fees, EMD etc. must be received in STC's account before closure of the Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.
- d) Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 12 above.
- e) Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of CPP).
- f) A bidder may modify, substitute or withdraw its e-bid after submission but in any case before the last date and time of bid submission.
- g) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload / resubmit digitally signed modified bid.
- h) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.
- i) STC may ask the bidders to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.
- j) For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in/eprocure), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.

15. OTHER TERMS AND CONDITIONS

The following may also be complied with;

- a) Consequent to the tender participation, the successful bidder would be required to sign a contract with STC, which shall be binding on both the parties. STC reserves the right to cancel the enquiry without assigning any reason.
- b) The local agent of the bidder duly authorized by his principal, may submit offers, negotiate and sign contracts and other documents. 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.
- c) The Buyer(s) reserve the right to split the quantity and ask for additional quantity.
- d) Letter(s) of acceptance will be issued by Fax or e-mail or Courier to the successful bidder(s) and or his / their Agents(s) in India within the validity of offer.
- e) The tender is subject to policy of Government of India and would form an integral part of the contract to be signed between the successful bidder and STC.

f) All communications & Notices between STC, Supplier & Buyer shall be deemed to have effectively served, if served, on the following address:

Address of STC: Deputy General Manager, Edible Oil Division, The State Trading Corporation of India Limited, 3rd Floor, 'C' Wing, Trade World Centre, Kamla Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013, Maharashtra (INDIA)

Address of Prospective Supplier: As per the declaration of the prospective supplier at the time of entering into legal contract.

Note: Any change in the above address of either of the Party shall be intimated to other Party in writing within 7days of such change either by Hand Delivery or by Reg. A.D. If no such change is intimated, service at the above address will be deemed as proper service.

g) The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason thereof.

- i. No bids shall be accepted in hard copy or in any other form.
- ii. Conditional offers will be rejected summarily.
- iii. Subletting of order will not be allowed.

h) PLEASE NOTE: That these transactions shall be treated as local sale no export incentives are applicable on these transactions/supplies.

16. SECURITY DEPOSIT

Successful bidder has to furnish EMD for 2 % of contract value offered in INR. The EMD has to be submitted before closing time of the Tender. Tenderer to Submit EMD in form of RTGS / DD / NEFT to STC's account, as per following banking details:-

INDUSIND BANK LTD.
OPERA HOUSE BRANCH,
INDUSIND HOUSE 425,
DADASAHEB BHADKAMKAR MARG,
MUMBAI 400 004.
CURRENT A/C NO. 200999555639
IFS CODE NO. INDB0000001
SWIFT CODE : INDBINBBB00

The amount should be remitted to STC's account before 1100 Hours of 09.12.2016.

DD should be in favour of "THE STATE TRADING CORPORATION OF INDIA LTD", Payable at Mumbai.

EMD, if submitted in the form of Demand Draft, the original Demand Draft should be

submitted physically or by Courier/Post in the Tender Box placed at the reception of STC office.

EMD of Bidders not qualifying against the Tender shall be returned. No Interest shall be payable on the EMD amount by STC / End Buyer.

The successful bidder(s) shall submit 5% PBG as per Annexure-VI, (with 6 Months Validity) upon award of order, to be executed by any Prime Bank through its Branch office in Mumbai (India) on stamp paper of Rs.100/-.

In case the tenderer commits any breach of the tender conditions, STC reserves the right to forfeit the EMD without any prior reason / notice.

17. DOCUMENTS CONSTITUTING CONTRACT

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

18. PAYMENT TERMS

Payment will be released in Indian Rupees to the successful bidder via RTGS only after receipt of acceptable shipping documents and receipt of payment from Ministry of External Affairs (MEA), Government of India.

19. INSPECTION

a) Shipped Quality / Quantity certified by an independent surveyor (pre-dispatch inspection by SGS), appointed by buyer at the cost of supplier, to be final and binding on both the buyer and the seller.

b) If supplier fails to perform as per the agreed contract terms, the supplier would be debarred for future participation and other Public Sector Undertakings / Govt. Departments would be informed of their default and to take similar actions.

20. PAYMENT TERMS

a) Payment will be released in Indian Rupees to the successful bidder via RTGS only after receipt of acceptable shipping documents and receipt of payment from Ministry of External Affairs(MEA), Government of India along with the following documents:

i) Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing inter alia quantity / description, quality of Edible Oil shipped, price and net Invoice value.

- ii) Complete set of Original Bill of Lading,
- iii) Certificate of Weight and Quality by inspection agency (SGS).
- iv) Marine Insurance Certificate.
- v) Certificate of origin issued by Chamber of Commerce in Country of origin.
- iv) Health Certificate in original and three copies issued by Government nominated official agency that Refined Sunflower shipped is fit for human consumption.
- vi) Copy of Fax / Mail advising shipment particulars to the Buyer.

21. DOCUMENTS

The Seller shall send the documents by Fax / Email, followed by courier, to General Manager cum Branch Manager, The STC of India Limited, Mumbai (India) as per address given in para (12) above. The Seller shall also ensure that original shipping documents presented to STC before arrival of the cargo at the discharge Port.

22. DEMURRAGE

Any liability on account of Demurrage / Delay will be borne and payable by the bidder.

23. INTEGRITY PACT

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annexure- IV), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stc.gov.in/corporatecommitments/Integrity-pact.aspx>. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- (b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above Rs. 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors / associates accordingly.
- (e) **The Independent External Monitors (IEMs) for this tender shall be Mr. Ashok Sinha (E-mail: asinha51@gmail.com) and Mr. Kaushlesh K. Sinha (E-mail: sinhakaykay@gmail.com).**

All correspondence to IEMs regarding implementation of IP may either be made directly to their e-mail or addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.

24. FORCE MAJEURE

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

25. 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 Mumbai 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 Mumbai.

26. CANCELLATION OF CONTRACT

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

27. NO LIABILITY/OBLIGATION OF GOVT. OF INDIA

It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general

principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.

28. INDEMNIFICATION

Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/quality/weight/purity/marketing/ 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.

(RAVI JADHAV)
DY. GENERAL MANAGER

TECHNO-COMMERCIAL BID FORMAT

(on Bidder's letter-head)

ANNEXURE – I

Offer Ref. No. _____ Date _____

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: _____

3) Letter of Authority on principal 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) Board's Resolution/Letter of Authorisation on principal foreign company/firm's letter head duly authorising the AR enclosed (Yes/No): _____
- 5) Country of Origin: _____
- 6) Validity of Offer: Upto 1400 Hrs. IST on 14.12.2016
- 7) Delivery Schedule: Contracted quantities to be shipped by 31th December, 2016.
- 8) Earnest Money deposited (Copy to be attached)

NEFT / RTGS No. OR DD No.	Date	Amount (INR)	Issuing bank	Validity

- 9) Signed and stamped copy of Integrity Pact (enclosed):
- 10) Deviations from tender Terms, if any* : _____

* Offers with deviations are liable to be rejected at sole discretion of STC

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

Name & Signature of the Bidder

With Seal of Designation

Place:

Date:

Tender No. STC/MUM/EOIL/SUPPLY/01/2016-17 Dated 06.12.2016

ANNEXURE - II

To,

The State Trading Corporation of India Limited,
3rd Floor, 'C' Wing, Trade World Centre, Kamla Mill,
Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013,
Maharashtra , India

SUBJECT: UNDERTAKING
(On Rs.100/- Non-Judicial Stamp Paper duly notarised by Notary Public)

DATE_____

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India .

Thanking You

Yours faithfully

Name and Signature of the
Authorized Person

ANNEXURE-III

DEVIATIONS FROM TENDER TERMS

A. TECHNICAL SPECIFICATIONS

AS PER TENDER	DEVIATION

B. COMMERCIAL TERMS:

AS PER TENDER	DEVIATION

Name & Signature of the Bidder
With seal & Designation

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 and having Branch office at 3rd Floor, 'C' Wing, Trade World Centre, Kamla Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013, Maharashtra (INDIA) hereinafter referred to as “STC”,

And

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

Preamble

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

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

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

Section 1 – Commitments of STC

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

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

confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

Section 2 – Commitments of the Bidder.

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

- e. The Bidder will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

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

Section 5 – Previous transgression

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

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

- (1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.

- (2) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

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

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

Section 8 – Independent External Monitor /Monitors

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2 : Name & Address

Tender No. STC/MUM/EOIL/SUPPLY/01/2016-17 Dated 06.12.2016

ANNEXURE - V

PRICE BID

Name of Bidder: _____

Address:- _____

Tel. _____ Fax No. _____ Email _____

Contact Person _____

PRODUCT : REFINED SUNFLOWER OIL

ITEMS	OFFERED QTY MT)	PORT OF LOADING	FOB INDIAN PORT PRICE PER MT (INR)	FREIGHT & INSURANCE PER MT (INR)	CIF LATAKIA PRICE PER MT (INR)
1 LITRE BOTTLE (IN MT)					
5 LITRE PLASTIC JAR/CANES (IN MT)					

SHIPMENT PERIOD: TO BE SHIPPED BY 31ST DECEMBER, 2016

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

(Name, Designation & Signature of the Bidder with Seal)

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref : Bank Guarantee No.....

Date :

THE STATE TRADING CORPORATION OF INDIA LTD.
NO. 301 TO 314, 3RD FLOOR,
TRADE WORLD, 'C' WING,
KAMALA MILL, SENAPATI BAPAT MARG,
LOWER PAREL (WEST),
MUMBAI – 400 013

Dear Sir(s),

In consideration of STC of India Limited (hereinafter referred to as the "STC" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s a company within the meaning of the Companies Act, 1956 and having its Head Office at (complete address) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by entering into an Agreement with 'Supplier' under Ref No dated and the same having been unequivocally accepted by the 'Supplier' resulting in a 'Contract' for purchase of and the 'Supplier' having agreed to provide a Performance Guarantee of the faithful performance of the entire contract equivalent to 5% of contract value.

We, (Name & Address of Bank) having our Head Office at (complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the STC Rs._____, on demand any and all monies payable by the Supplier to the extent of Rs._____ as aforesaid at any time up to without any demur, reservation, contest, recourse, or protest and/or without any reference to the Supplier. Any such demand made by the STC on the Bank shall be conclusive and binding notwithstanding any difference between the STC and Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the STC and further agrees that this guarantee herein contained shall continue to be enforceable within its validity.

The STC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Supplier. The STC shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the STC and the Supplier or any other course of remedy or security available to the STC. The Bank shall not be released of its obligations under these presents by any exercise by the STC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC or any other indulgence shown by the STC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the STC at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the STC may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including

Dated this day ofat

WITNESS

1)

SIGNATURE

NAME

OFFICIAL ADDRESS

SIGNATURE

NAME

DESIGNATION