



The State Trading Corporation of India Limited

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

Website: www.stclimited.co.in

(Telephone No. +91-11-23462136/23313177)

CIN No.: [L74899DL1956GOI002674](https://www.cin.com/L74899DL1956GOI002674)

E-TENDER FOR IMPORT OF 10,000 (+/- 5 %) MTS OF BLACK MATPE WHOLE (FAQ) AT VARIOUS PORTS IN INDIA

TENDER NO: STC/PUL/IMP/03/2016-17 DATED: 3rd October, 2016

CLOSING AT 1100 HRS. IST ON 18th October, 2016

OPENING AT 1130 HRS. IST ON 18th October, 2016

BIDS TO BE VALID TILL 1730 HRS. IST ON 24th October, 2016

**COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM
GENERAL MANAGER(AGRO)**

OR CAN BE DOWNLOADED FROM OUR WEB SITE:

www.stclimited.gov.in

&

<http://eprocure.gov.in>



THE STATE TRADING CORPORATION OF INDIA LIMITED;
(A Govt. of India Enterprise)
Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi – 110001
CIN No.: L74899DL1956GOI002674

E-TENDER FOR PURCHASE OF BLACK MATPE WHOLE (FAQ)

E-Tender No: STC/PUL/IMP/03/2016-17 Dated: 3rd October, 2016

Closing At 1100 Hrs (IST) on 18th October, 2016

Terms & Conditions of Tender

1. Invitation for Bids:

STC Ltd., Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110 001, India invites bids for import of Pulses on C&F basis as per the terms and conditions mentioned hereunder: -

2. Items, Quantity and Shipment Period

S.No	Item (Crop Year)	Quantity*	Origin	Shipment period	Discharge Port (Buyer's Options)
1	Black Matpe (Urad) Whole FAQ Latest 2016 Crop	5,000 MTs (+/-5%) in containers at Buyers option	Burmese	Up to 15 th December, 2016	Chennai
2	Black Matpe (Urad) Whole FAQ Latest 2016 Crop	5,000 MTs (+/-5%) in containers at Buyers option	Burmese	Up to 15 th December, 2016	Mumbai/ Nhava Sheva

***Bid should be made for a minimum quantity of 2,500 MTs and maximum quantity of 5,000 MTs for each port.**

Note:

1. Quality of Black Matpe is subject to applicable Phytosanitary requirements for import of peas and pulses into India. Specifications should be as per clause 3.
2. Quantity can be increased or decreased. It is the sole and absolute discretion of the buyer to finalize the total purchase quantity depending upon the prices received, in the tender.

3. Quality Specifications

BURMESE BLACK MATPE (FAQ) WHOLE CROP 2016 FIT FOR HUMAN CONSUMPTION

PARAMETER	SPECIFICATIONS
Foreign matter	1.0% max. (of which not more than 0.25% by weight shall be mineral matter and not more than 0.1% by weight shall be impurities of animal origin)
Weeviled Seeds (Material should be free from live infestation)	1.0% max. by count
Damaged otherwise (including immature, shriveled, heated fungi and discoloured grain)and Brown Seeds:	5% max. by weight
Other edible grains (sister beans)	3.0% max by count
Small Seeds (passing through 2.75% mm slotted sieve)	6.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg per kg

General

- Please note that all the pulses quoted shall be from current year crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial colour, admixture of unwholesome substance and should be of reasonable uniform size, shape and colour characteristics.
- All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- Radioactive contamination, if any, within permissible international limits.
- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.

If the pulses on arrival at port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their own risk and cost.

4. Price:

Prices for **Black Matpe Whole (FAQ)** to be quoted for supply in **US Dollars PMT** net delivered weight and quality on **C&F** basis for **Mumbai/Nhava Sheva and Chennai Port**. The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of pulses depending on the country of origin. Prices shall be quoted only as per price bid format provided in “**Annexure II (PRICE BID)**”.

5. Packing

Black Matpe should be offered in PP/Jute bags of 50 kg Nett in containers. Pulses offered in bags should be packed in new 50 KGs seaworthy Jute/PP bags of uniform quality and weight capable to withstand 50 KGs net weight and multiple handling. 2% empty extra bags to be supplied free of cost, along with the cargo. The mode of Packing should be specifically mentioned in the Bid in the space provided in “**Annexure I (TECHNICAL BID)**”.

Following markings on the bags as per FSSAI standard should be complied:-

- 1.FSSAI Logo
- 2.FSSAI Licence number: 10013011001386
- 3.Product name: **Black Matpe Whole**
- 4.Weight
- 5.Country of Origin
- 6.Packing date
- 7.Importer's name & Address
- 8.Packer's name & Address

6. Country of Origin:

Black Matpe Whole (FAQ) of Myanmar origin fit for human consumption conforming to quality specifications as per clause 3 and subject to conditions mentioned in Annexure VI of the tender regarding Phytosanitary requirements for import of pulses into India

Along-with Technical bid, a declaration by the bidder stating that their 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 is to be furnished.

7. Validity:

Bid must remain valid upto 1730 hrs. IST on 24th October, 2016.

8. Earnest Money Deposit (Bid Bond): 2 % (two percent) of total Bid Value

a) Bidder to submit an Earnest Money Deposit **of 2% of total Bid value** in any of the following forms:

1. In the form of Bank guarantee (In format as per Annexure III) valid **till 24th November, 2016.**
2. Demand Draft in favour of "The STC of India Limited" payable at New Delhi, India.
3. RTGS Transfer: In the form of cash. STC's Bank details for RTGS Transfer are as follows:

Bank Name and Branch	Indusind Bank 28, Barakhamba Road, Dr. Gopaldas Bhawan, New Delhi - 110001 Phone No. - 011 23738040
Beneficiary Name	The State Trading Corporation of India Limited, New Delhi
Account Number	200000550077
IFSC code for RTGS	INDB0000005
Account Type	Current

b) The original Bid Bond has to be submitted by post/by hand prior to closing of tender on 18.10.2016 at 1100 hours IST and received by STC at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001.

c) The offers received without proof of 2% bid money shall be summarily rejected.

d) Bid Bond(s) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned after ten (10) days of award of the tender (to the successful Bidder(s)). No interest shall be payable on the bid bonds by STC.

e) Bid money of successful bidder/s shall stand forfeited if they fail to provide performance guarantee as per terms of tender. STC reserves the right to blacklist such bidders from participation in future tenders.

9. Payment:

- a. 100% payment by irrevocable non-transferable letter of credit.
- b. The letter of Credit shall be negotiable against the following documents:
 - (1) Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing interalia quantity/ description, quality of pulses shipped, price and net Invoice value, L/C Number and Banking details.
 - (2) Complete set of Original Bill of Lading , in three (3) originals with three (3) copies, marked "CLEAN ON BOARD" and "FREIGHT PREPAID" made out to order of opening bank and blank endorsed, notify party "APPLICANT". Bill of Lading(s) to be signed by Master of the Vessel or by a named agent for and on behalf of the Master or the Owner of the Vessel. In case the BL is in the name of shipper (third party), the Seller's name should also be incorporated in the column of SHIPPER/CONSIGNOR.
 - (3) Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency(SGS) nominated by the Buyer.
 - (4) Certificate of Crop Year by the inspection agency nominated by the Buyer.
 - (5) Packing List certified by the Load Port Inspection Agency.
 - (6) Declaration by the seller that cargo is free from levels of radiation stipulated.
 - (7) Certificate issued by the Govt. nominated Official Agency in the Country of Origin/Surveyor nominated by the Buyer certifying that the goods shipped are in conformity with tender/contract specifications and also that the cargo is fit for human consumption
 - (8) Certificate of origin issued by Chamber of Commerce in Country of Origin, in two originals, and one original is to be sent to STC office at Mumbai/Chennai.
 - (9) Original Phytosanitary certificate in conformity with accepted international convention and Phytosanitary regulation of India. Following additional declarations are required to be incorporated in the Phytosanitary certificate that the consignment(s) conforms to Plant Quarantine (Regulations of Import into India) Order 2003 with subsequent schedules and amendments. Certificate to be issued in two originals and one original is to be sent to STC office at Mumbai/Chennai. Phytosanitary Certificate must contain the following clauses also in supply of respective Pulses (**see Anx.VI**):-

Black Matpe from Myanmar : Free from Bean Bruchid, Free from Quarantine weeds seed as per schedule VIII of PQ order 2003, Fumigation with Methyl Bromide

 - (10) Letters as per Clause 16(Fumigation)
 - (11) Fumigation certificate certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing.
 - (12) Copy of Fax advising shipment particulars in accordance with **Clause 20** below.
- c. Negotiation of documents under reserve is not acceptable.
- d. Bank charges outside India, if any, to be borne by the Seller.
- e. All Bank charges in India connected with opening of L/C, increasing its amount and also Bank charges connected therewith, will be from the Buyer's account. In case the Seller desires any amendment, the expenses shall be from the Seller's account.

f. Documents presented within the validity of L/C shall be acceptable.

g. Stale Bill of Lading and Third party Commercial Invoice shall not be acceptable.

h. Bill of Lading prior to STC's Letter of Credit opening date shall not be acceptable

i. L/C to be valid for **negotiation for 21 days after shipment**. However original documents should be received by STC **on or before arrival of Containers/ Ship at the discharge port**.

10. Deviations:

No Deviations shall be allowed from the tender Terms and Conditions as well as quality specifications. Bids with deviations shall be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format in "**Annexure I**".

11. Eligibility

Bid should be submitted by the foreign supplier directly. In case bids are submitted by authorized agent then there should be a formal authorization letter (format as per Annexure IX) from the foreign supplier stating that the authorized agent has been given mandate to submit bid on their behalf.

12. Submission of Bids:

Bidders shall submit their offers **in electronic form only**, in two-bid format:

Part A: Technical Bid: (electronic form only). The documents to be enclosed with electronic technical bid are:

- a) Technical Bid comprising of offered Quantity, Specifications, Discharge port, Shipment period, etc as per Annexure-I
- b) Copy of 2% Bid Bond / EMD Money.
- c) STC's E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of E-Tender enquiry and acceptance of all terms and conditions of the e-tender
- d) Integrity pact (Annexure VII),
- e) Authority letter, if necessary (Annexure IX)

Technical bid is to be uploaded in electronic mode by **1100 Hrs IST on 18th October 2016**.

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on **18th October 2016 latest by 1100 hrs IST** and received by STC Delhi Office located at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001.

Part B: Price Bid Price Bids are also to be submitted latest by **1100 hrs IST on 18th October, 2016** through electronic mode only.

Both bids "**TECHNICAL BID**" and "**PRICE BID**" are to be submitted latest by **1100 Hours IST on 18th October 2016** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

For submission of bids, Bidders may log on to website www.eprocure.gov.in

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED AT ANNEXURE VIII.

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM WILL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure-I & II.

The technical bid of tender shall be **opened at 1130 Hrs. IST on the same day i.e. 18th October, 2016.**

- a) Any Summon or any other legal process served on the local agent of the bidder, under the litigation and/or arbitration filed between the STC and the bidders, shall be deemed to be admitted and be valid as if the same is served upon the principal/bidder.
- b) Each page/document must be signed by the Bidder.
- c) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) 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.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.
- f) STC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.
- g) Integrity pact to be signed by Bidder as per the attached format **Annexure VII** along with bid documents.

13. Documents Constituting Purchase Contract

The Invitation of 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 part of the Contract between the Buyer and the Seller.

14. Performance 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 IV***".
- b) The Performance Guarantee shall be furnished within five (5) calendar days of the date of acceptance of the Bid by the Buyer through Issuance of Letter of Award (LOA) and shall be valid till 6 months from the date of issue of the PBG. **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.

15. Invocation of Performance Guarantee

1. The Buyer reserves the right to invoke and forfeit the Performance Guarantee of the Seller :
 - a) In case the successful bidder submits Performance Bank Guarantee but fails to supply the goods within the specified period ,in addition to invocation and forfeiture of Performance Bank Guarantee, Seller may also be barred from participation in subsequent 5 (five) tenders for import of pulses

- 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.

16. Fumigation

- a. The consignment must be treated by appropriate fumigant in containers/ 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.
- b. Seller must ensure conformity to quality requirements pertaining to poisonous weed seeds, Mycotoxins, Argemone Mexicana and Lathyrus Sativa, Uric Acid, Rodent Hair and excreta etc.
- c. It has been directed by the Plant Protection Adviser to the Govt. of India (PPA) vide Office Memorandum No.99-11/2009-PQD dated 18.02.2010 to advise importers to ensure fumigation/treatment, wherever applicable, strictly to be met in the exporting country and incorporated such special conditions in Phytosanitary Certificate without fail. All cases where such special conditions are not complied with have to be forwarded to the PPA for further necessary action.

17. Inspection

- a. The buyer will appoint a Pre-Shipment Inspection Agency (PSI) (SGS) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the Seller.
- b. The Seller shall, on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
- c. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch.
- d. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.
- e. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/hatches of the vessel/containers.
- f. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.
- g. Quantity, quality, weight, packing etc. Certificate to be issued by international reputed surveyor (SGS) nominated by buyer at the port of loading at the time of shipment at seller's cost.
- h. Surveyors to ensure that the consignment conform to Indian Plant Protection and Quarantine Requirements and issue a certificate to that effect in addition to that certificate issued by Govt. authorized agency of the country of origin.

18. Shipment

1. Buyer has the right to amend Seller's shipment date within laycan. **For Containerized cargo – Maximum consignment size shall not be more than 1000 MT at a time in 20' containers only. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings**
2. **Seller has to surrender Master BL immediately after sailing of the vessel, any charges towards non compliance/delay to their account. House BL would not be accepted. In case of appointment of consol agent, all charges to the seller's account.**
3. **Seller has to ensure that the goods are shipped through shortest route and reached destination within the normal voyage period.**
4. Detailed terms and conditions of the shipment are mentioned at “*Annexure V*”.

19. Age Of Vessel

As per “*Annexure V* (details terms and conditions for containerized shipment).

20. Insurance

The Buyer will insure the goods. The Seller shall, latest within **48 hours** of sailing of the vessel, inform The General Manager (Agro), STC Limited, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, New Delhi, India by Fax (No. +91 11 23701136) and e-mail address (akhil@stclimited.co.in, shivam@stclimited.co.in) and telephone no. (+91 11 23462129/23462136) and the Insurance Company nominated by the Buyer, the following details of the shipment/dispatch:

- i) Name of the Vessel
- ii) Estimated time departure (ETD).
- iii) Port of Shipment/port of dispatch
- iv) Invoiced quantity and value of goods, Bill of Lading(s) no.
- v) ETA of vessel at Indian Port & **Liner at Disport.**

If vessel's age is beyond 25 years for the containerized cargo, prior approval of buyer needs to be taken. The additional premium for the same to be paid to the Insurance company shall be borne by the Seller.

This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills Of lading. Number of the open policy cover supplied to the Seller by the Buyer shall be quoted in the Commercial Invoice.

Vessels shall not be over 25 years of age (In case of containerized cargo). If the vessels are above 25 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller.

STC would take Insurance Policy which covers ICC(A) with War & SRCC.

21. Post Landing Survey

- a. **Joint Survey in case of discrepancy in weighing 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 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.
- c. If the pulses on arrival at discharge port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their risk and cost.

22. Documents

The Seller shall send by fax/email, followed by courier, to General Manager (Agro), 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 or 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 original 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. The letter of indemnity shall be of Seller's or there should be a counter indemnity from the seller.

23. 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 from the date of occurrence of force majeure.

24. Liquidated Damages

In the event seller fails to effect shipment as per agreed shipment schedule as per clause 2, the buyer is entitled to a rebate of US\$ 5.00 PMT per day subject to a maximum of **one week from the last date of shipment**. . Rebate should be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Performance Guarantee will be invoked and forfeited. The supplier failing to supply contracted quantity in terms of this contract shall also be liable to be barred from participation in subsequent five tenders for import of pulses on Government account.

25. 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.

26. Cancellation Of Contract

If the seller fails to deliver the goods within 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.

27. 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 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.

28. Indemnification:

The successful bidder shall fully indemnify, hold harmless and defend the Buyer and its directors, officers etc from and against all claims, liabilities, suits, damages etc caused due to negligence/commission/omission of the Successful bidder, its agents, representatives or sub-contractors under this e-tender or under the applicable laws of India.

GENERAL MANAGER (AGRO)

TECHNICAL BID

Name of the Bidder: _____

Address: _____

Contact Person: _____

Tel No. _____ Fax No. _____

Email address: _____

1. Items, Quantity and Shipment Period

Item (Crop Year)	Quantity offered * (in MTs)	Shipment Period	Discharge Port
BLACK MATPE WHOLE (FAQ)		Up to 15 th December, 2016	CHENNAI
		Up to 15 th December, 2016	MUMBAI/NHAVA SHEVA

***Bid should be made for a minimum quantity of 2,500 MTs and maximum quantity of 5,000 MTs for each port.**

2. Details of Bid Bond / Earnest Money Deposit:

Demand Draft/Bid Bond/RTGS No./Bank Name	Date	Amount (in USD)

3. Specifications:

BURMESE BLACK MATPE (FAQ) WHOLE CROP 2016 FIT FOR HUMAN CONSUMPTION

PARAMETER	SPECIFICATIONS
Foreign matter	1.0% max. (of which not more than 0.25% by weight shall be mineral matter and not more than 0.1% by weight shall be impurities of animal origin)
Weeviled Seeds (Material should be free from live infestation)	1.0% max. by count
Damaged otherwise (including immature, shriveled, heated fungi and discoloured grain) and Brown Seeds:	5% max. by weight
Other edible grains (sister beans)	3.0% max by count
Small Seeds (passing through 2.75% mm slotted sieve)	6.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg per kg

General

- Please note that all the pulses quoted shall be from current year crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial colour, admixture of unwholesome substance and should be of reasonable uniform size, shape and colour characteristics.
- All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- Radioactive contamination, if any, within permissible international limits.
- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.

If the pulses on arrival at port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their own risk and cost.

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, as stated above, without any deviation, whatsoever.

Deviation if any, please specify _____

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.

Name _____

Designation _____

Signature of the Bidder _____

Date _____

Seal of Company _____

PRICE BID

Name of the Bidder: _____

Contact Person: _____

Tel No. _____

Item (Crop Year)	Quantity* (in MTs)	Rate C&F Indian Port (in USD Per Metric Tonne)	Shipment Period	Discharge Port
BLACK MATPE WHOLE (FAQ)			Up to 15 th December, 2016	CHENNAI
			Up to 15 th December, 2016	MUMBAI/ NHAVA SHEVA

* Quantity can be increased or decreased at the sole and absolute discretion of the buyer depending on the prices received in the tender.

Signature of the Bidder _____

Full Name _____

Designation _____

Date _____

Seal of Company _____

BID BOND PROFORMA

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

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

Dear Sirs,

1. WHEREAS M/s _____ (BIDDER including its agents, beneficiaries and permitted assignees) has offered to supply a quantity of _____ MTs of Pulses to STC, and the bidder is required to submit a Bid Bond at the rate of US\$ _____ PMT along with the offer as a guarantee for fulfillment of all the terms and conditions of Tender No. _____ Dated _____ and subsequent sale thereupon. We (Name and full address of the Bank) hereby unconditionally and irrevocably guarantee and undertake to pay the amount demanded by STC not exceeding the sum of US Dollars _____ without any reservation, demur, protest and without any reference or recourse to the Bidder for any loss or damage caused to or suffered or would be caused or suffered by STC by reason of a breach of any of the terms or condition contained in the said agreement, notwithstanding any dispute raised by the Bidder in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of invocation of this Bid Bond. Any such demand in writing made by STC, shall be final, conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This Guarantee came into force on ____ & shall be irrevocable and shall remain valid till ____ in New Delhi.
2. Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to US\$ _____ (US\$ _____ only) and it will remain in full force up to 24.11.2016. 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.
3. We, _____ (Name of the Bank) further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of purchase originally offered by the bidder and any change in the Constitution of said Bidder/ STC/ Bank.
4. This bond will be governed by Indian Laws and will be subject to the jurisdiction of courts at New Delhi in India alone.

DATE
PLACE

FOR

BANK

N.B. Bid Bond to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.

PERFORMANCE GUARANTEE BOND

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

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

1. Against LOA/Contract No. _____ dated _____ (hereinafter called said LOA/Contract) entered into between STC (hereinafter called the buyers) and M/s _____ (hereinafter called the sellers), this is to certify that at the request of the Sellers, We _____ (Name and full address of the Bank) (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) have issued this guarantee in favour of Buyers for the amount of US\$ _____ and hereby expressly unconditionally and irrevocably guarantee and undertake to pay the amount merely on demand by the Buyers not exceeding the sum of US Dollars _____ only, without any demur, protest and without any reference or recourse to the Seller notwithstanding any dispute raised by the Seller in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. Any such demand made on the bank shall be the conclusive as regards the amount due and payable by the Bank under this guarantee. The payment shall be made to STC across the Counter of the Bank on the same day of receipt of invocation of this Performance Bank Guarantee, if the Sellers breaches all or any of the terms and conditions under the said Contract or supply material short than the contracted quantity as revealed by the Joint Survey at the discharge port or if penalties are levied due to quality deviations (nutrients/moisture/particle size) from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage and/or Liquidated Damages and/or other recoveries not settled . The decision of the Buyers duly communicated in writing to the bank during its currency that the sellers have failed to perform all or any of the obligations under the LOA/Contract or have delivered short quantity at the discharge port as per joint draft survey report at the discharge port/or penalties have been levied due to quality deviations (nutrients/moisture/particle size) from contractual specifications as per analysis report at the discharge port or have not settled despatch/demurrage and dead freight, shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the sellers). The said amount of US\$ _____ will accordingly forthwith be paid without any conditions or proof whatsoever.
2. It is fully understood that this Guarantee is effective for a period of **6 months** from the date of issue of the guarantee i.e. upto _____ and that we _____ (Name of the Bank) undertake not to revoke this guarantee during its currency, without express consent from the Buyer.

3. We, _____ (Name of the Bank), further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said Seller and/or forebear to enforce any of the terms and conditions relating to the said Contract and We, _____ (Name of the Bank) shall not be absolved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said sellers or for any forbearance and/or commission on the part of the Buyers, or any indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the law relating to the sureties would have the effect of releasing us but for the provision under this performance guarantee.
4. We, _____ (Name of the Bank), further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Seller/Buyer/Bank or for any other reason whatsoever.
5. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at New Delhi in India alone.

FOR-----BANK
ACCEPTED

N.B. Conditional PBG will not be accepted.
PBG to be furnished in US\$ (US DOLLARS) only.
Cash against PBG in US\$ (US DOLLARS) is also accepted.
PBG in Indian Rupees will not be accepted.

Terms for containerized shipment:

1. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.
2. **Seller has to surrender Master BL immediately after sailing of the vessel, any charges towards non compliance/delay shall be charged to their account. House BL would not be accepted.**
3. **Seller has to ensure that the goods are shipped through shortest route and reached destination within the normal voyage period.**
4. **For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings.**

Vessels shall not be over 25 years of age (In case of containerized cargo). If the vessels are above 25 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller.

If vessel's age is beyond 25 years for the containerized cargo, prior approval of buyer needs to be taken. The additional premium for the same to be paid to the Insurance company will be borne by the Seller.

ANNEXURE-VI

PHYTOSANITARY REQUIREMENTS FOR IMPORT OF PULSES INTO INDIA

The import of plant / plants material is regulated under the Destructive Insects & Pests Act, 1914 and the Plant Quarantine (Regulation of Import into India) Order, 2003 issued thereunder. As per this Order, the phytosanitary requirement of import for peas and pulses are as follows:

Import of pulses is subject to the following general condition for import of grains:

- i. As per Section 3 (12) no consignment of food-grain is permitted for import with contamination of quarantine weeds listed in Schedule-VIII of PQ Order, 2003 unless the said consignment has been devitalized by the exporting country and a certificate to that effect has been endorsed in the phytosanitary certificate issued by the exporting country.
- ii. As per PQ Order, 2003, Chapter II, Clause 3 (19) general condition of import, no consignment of plants and plant products contaminated with soil should be allowed.

Therefore, the National Plant Protection Organization of the exporting country has to issue Phytosanitary Certificate with the special conditions of import accompanying the consignment referring to the prescribed phytosanitary treatment and freedom from soil contamination and quarantine weed seeds listed in Schedule VIII of PQ Order.

In some cases, the additional declaration pertaining to freedom of the commodity from the pests listed in PQ Order, 2003 against the commodity is also required.

Import of Black Matpe Whole (FAQ) for consumption is allowed from the country as per details given below with the following conditions:

Name of the country	Additional declaration	Special condition of import
Myanmar	Free from <i>Richardia brasiliensis</i>	(i) Free from soil contamination. (ii) Fumigation by Methyl bromide at 32g per cubic meter for 24 hrs at 21° C or equivalent

	(iii) Free from quarantine weed seeds
--	---------------------------------------

Process of phytosanitary inspection and release of the consignments

On receipt of application for quarantine inspection and clearance of food grain from importer or his clearing agent, the application is registered. Documents viz., original import permit, original phytosanitary certificate, bill of entry, certificate of origin, bill of lading, invoice etc. are checked. After scrutiny of the application, an inspector is deputed for drawing samples as per laid down procedure. No. of Containers sampled depends on size of the consignment, as under:

01-10 containers - Minimum 2 containers

11-25 containers - One in every five containers but not less than four

Above 25 containers - One in every eight Containers but not less than six containers,

Two samples of one Kg each are drawn from each container for inspection / testing. Each sample is examined for freedom from the quarantine pest. If the consignment has live insect infestation, the importer is advised to fumigate the consignment with Methyl Bromide under the supervision of Plant Quarantine Officer. The consignment is again inspected and if found to have no live insect infestation, it is approved for release.

As per the Plant Quarantine (Regulation of Import into India) Order, 2003 all pulses are required to be treated with Methyl Bromide prior to entry into India. However, in respect of imports of pulses from USA, Canada and France interim arrangements have been made for Methyl Bromide fumigation at the point of entry, keeping in view the fact that this treatment is not feasible in these countries owing to very low temperature.

In case of non compliances with conditions stipulated in Plant Quarantine (Regulation of Import into India) Order, 2003, the consignment would be released after realizing fee for import permit and fee for plant quarantine inspection at five times of the normal rates and prescribed treatment. The fee applicable for first 1000 Kg is Rs. 2500/- plus Rs. 50/-per additional tonne in case of pulses and recoverable from Seller.

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, association or companies 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 Undertaking 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 though such meetings could have an impact on the contractual relations between STC and the Contractor. The parties may also offer to Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes, 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 shall act in specific manner, or to 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 and at the registered office/place of business of the parties.
- (3) Side agreements have not been made.
- (4) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of STC)

(Office Seal)

Place :

Date:

Witness 1: Name & Address

(For & on behalf of The Bidder/Contractor)

(Office Seal)

Witness 2: Name & Address

SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.

E-Tender is available on STC's website and e-procurement website [URL:- www.stclimited.co.in](http://www.stclimited.co.in), www.eprocure.gov.in for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal of NIC www.eprocure.gov.in (a onetime activity) independent of each other as given below.

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site www.eprocure.gov.in.

NOTE: **Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.**

Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with E-Procurement portal. For registering, please go to [URL:- www.eprocure.gov.in](http://www.eprocure.gov.in) and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

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.

Earnest Money in physical form should reach us on or before closing date and time of tender.

ANNEXURE IX

(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.

Subject: Letter of Authority

TENDER NO: STC/PUL/IMP/03/2016-17 DATED: 3rd October, 2016

Dear Sir,

We _____ (Name of the Tenderer) incorporated, formed and governed 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 Pulses 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 from _____ (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)

Note: Please attach the copy of the agency contract or the Documentary evidence that the person named as agent is the authorized one by tenderer.
