

स्टेट ट्रेडिंग कार्पोरेशन ऑफ इण्डिया लिमिटेड

(भारत सरकार का एक उपक्रम)

जवाहर व्यापार भवन, टॉलस्टॉय मार्ग, नई दिल्ली - ११० ००१

वेबसाइट: www.stc.gov.in, ईमेल: co@stc.gov.in

दूरभाष: २३३१३१७७ फ़ैक्स: २३७१०२९८ , २३७०११३६, २३४६२३३७

सामान्य आयात प्रभाग-

(छठी मंजिल)

निविदा संख्या : एसटीसी/जीआईडी/४३०/२०१५-१६ दिनांक: १०.०६.२०१५

THE STATE TRADING CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001

Website: www.stc.gov.in, Email: co@stc.gov.in

Telephone: 23313177 Fax: 23710298, 23701136, 23462337

GENERAL IMPORTS DIVISION

(6TH FLOOR)

TENDER NO.STC/GID/430/2015-16 dated 10.06.2015

हमारी नीचे उल्लेखित मदों के आयात हेतु हमारे कुछ अंतिम प्रयोक्ता उपभोक्ता की ओर से एक सुदृढ इन्क्वायरी है

We have a firm enquiry for import/supply of the below mentioned item(s) from some of our end user customers:

List of Weaponry & Surveillance Equipments to be purchased

S. No	Name of the Equipment & Specifications	Qty (No)
1	<u>40 MM Multi Grenade Launcher (MGL)</u> <u>40 MM Multi Grenade Launcher (MGL) Specifications</u> The weapon system should have following features: 1. Caliber 40 mm. 2. Grenade caliber 40x46 mm. 3. Should have pictany rail set for mounting additional optical instruments. 4. Sight system: saddle, sight, ladder sight, aim point. 5. Length with Butt unfolded: less than 764 mm.	100

	<p>6. Length with Butt folded: less than 530 mm</p> <p>7. Mass (unloaded): not more than 6 kg.</p> <p>8. Mass (fully loaded): not more than 7 kg.</p> <p>9. Barrel length : not more than 230 mm.</p> <p>10. Practical rate of fire not less than 12</p> <p>11. Range for pin point target: 150 meters.</p> <p>12. Effective range of area target: up to 350 meters.</p> <p>13. Maximum range of fire: 400 meters.</p> <p>14. Muzzle velocity (m/s): not less than 75.</p> <p>15. Should be able to fire all types of 40x46 mm low velocity grenades.</p> <p>16. Maximum grenade loading & firing capacity: 6</p>	
2	<p><u>40 MM Under Barrel Grenade Launcher (UBGL)</u></p> <p><u>40 MM Under Barrel Grenade Launcher (UBGL) Specifications</u></p> <p>The system should have following features:</p> <p>a) Caliber 40 mm</p> <p>b) Overall length - 240 mm.</p> <p>c) Mass (unloaded) - 0.95 kg.</p> <p>d) Action: single shot reusable.</p> <p>e) Feed: single shot reusable.</p> <p>f) Practical rate of fire: 6 rounds per/min</p> <p>g) Sight: saddle sight aim point.</p> <p>h) Effective range: at pin point target up to 150 meters.</p> <p>i) effective range : at area target up to 350 meters .</p>	160

	<p>j) Muzzle velocity (m/s): 76.</p> <p>k) Should be able fit under the barrel of all variants of AK-47 rifles.</p> <p>l) The ammunition should be muzzle loaded & not breech loaded.</p> <p>m) The UBGL should be able to fire both types of grenades i.e. He grenade & target practice grenade.</p>	
3	<p><u>Miniature Reflex Sight For AK-47 Rifle</u> <u>(For Aiding Quick Engagement Without Aiming)</u></p> <p><u>Miniature Reflex Sight For AK-47 Rifle Specifications</u></p> <ol style="list-style-type: none"> 1. Magnification - 1x 2. Sight Window - .87 x .63 inch or 22 x 16mm 3. Provision for Bullet Drop compensator - No 4. Type of Lens - Tempered Glass 5. Adjustments of Aiming Point- 1 click should be of 1 MOA 6. Range of Adjustment - ±75 MOA 7. Dimensions (L x W x H) - 1.8 x 1.2 x 1.0 inch or 46 x 30 x 25 mm 8. Weight without battery - 1.17 oz. or 33.2g 9. Bindon Aiming Concept - Yes 10. Illumination Source - fiber optics & Tritium 11. Expected Battery Life - Should be more than 4 years on continuation mode 12. Brightness adjustment - Automatic and also with minimum 6 to 8 Adjustable settings 13. Reticule Pattern - Dot (Amber or red Color for both day & night) 14. Mounting apparatus - Long pica tinny rail for housing / mounting miniature reflex sight for day engagements and also a monocular night sight in rear for night engagements. 	100
4	<p><u>OPTICAL TELESCOPIC SIGHT FOR INSAS LMG</u> <u>(For Aiding Precision Shooting)</u></p> <p><u>OPTICAL TELESCOPIC SIGHT FOR INSAS LMG Specifications</u></p> <ol style="list-style-type: none"> 1. Magnification - 3 to 3.5 x 2. Objective Size (mm) - 30 to 35 mm 3. Provision for Bullet Drop comensator - Yes 4. Length (mm) - 154 to 155 mm 5. Weight without mounting adapter - 325 to 330 gms. 6. Illumination source - fiber optics and tritium 	50

	<p>7. Reticle pattern - Mil cross (Red/amber for both day & night)</p> <p>8. Calibration - .223 to .225</p> <p>9. Bindon Aiming Concept - Yes</p> <p>10. Eye Relief (mm) - 48 to 49</p> <p>11. Exit Pupil (mm) - 10 to 10.5</p> <p>12. Field of view (Degrees) - 3.70 to 3.75</p> <p>13. Field of view @ 100 yards (ft) - 19.30 ft.</p> <p>14. Adjustment @ 100 yards - Minimum 4 to 5 clicks per inch</p> <p>15. Housing Material - Forged Aluminum</p>	
5	High Explosive (HE) Grenades for MGL	5000
6	Target Practice Training (TPT) Grenades for MGL	1000
7	High Explosive (HE) Grenades for UBGL with each weapon	8000
8	Target Practice Training (TPT) Grenades for UBGL	1600

TERMS AND CONDITIONS

You are requested to submit your most competitive offer (**In Duplicate**) under 2 bid system as per details at Sr No. 12 below for the above product/Items. Your offer in a sealed cover duly superscribing the Tender No. Item No. & Name of Item addressed to Shri Akhil Mathur, Chief Manager, General Imports Division, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 may be dropped in a Tender Box placed conspicuously at the STC's Ground Floor Reception of Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001.

Your offer should include the following:-

- 1) **CIP (By Air) (IGI Airport - New Delhi) price as per Price Bid Format Attached (Schedule C)**
(Break-up of FOB Loading Airport Price, Insurance & Airfreight up to IGI Airport, New Delhi to be given).
- 2) **Country of Origin** (Certificate Duly supported by Chamber of Commerce of the exporting country to be submitted at the time of shipment of goods)
- 3) **Delivery Schedule** – We need immediate deliveries.
- 4) **Payment terms** – We operate on 100% TT Transfer/ Letter of Credit Basis. In case of LC, LC shall be established for 100% order value and 90% (Ninety Percent) payment under LC will be released against submission of documents pertaining to dispatch of goods along with satisfactory certificate of pre-dispatch inspection and balance 10% (ten percent) payment shall be payable after satisfactory installation/demonstration of the goods at the premises of end-user department and receipt of certificate for same from end user department. In case of Letter of Credit, All bank charges (including LC confirmation charges) payable outside India would be to Seller's account. Pre-delivery inspection of the goods will be undertaken by the end-user department or their nominee, at the manufacturer's facilities.

I. 90% (Ninety Percent) Payment under the letter of Credit will be available against presentation of the following documents and also on proof of evidencing shipment:-

- a. Complete set of Clean Airway Bill and marked Freight Prepaid.
- b. Signed invoice in three copies giving letter of credit No., Order No. and date respectively.
- c. Certificate of satisfactory pre-delivery inspection of goods, at the manufacturer's premises, from the end-user department or their nominee.
- d. Certificate showing goods of **ORIGIN** issued by Chamber of Commerce or Equivalent Body in Duplicate.
- e. Specification and Packing list – three copies.
- f. Manufacturer's guarantee certificate (As per STC's order) – three copies.

- g. Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new (Production Month in Year 2014/15) and free from any latent or patent defects and are strictly as per Specifications mentioned in Tender No.STC:GID:430:2015-16 Dated 09.06.2015
- h. Insurance Policy/ Certificate one original and two copies.
- i. Copy of FAX MESSAGE (Fax No.00-91-11-23701126 / 23701123) marked to General Imports Division, sent by the seller within 24 hours of issuance of Air Way Bill (AWB) to buyer notifying the details of the AWB No., Goods freighted, total invoice value, Name of the Airline, loading port / Airport and date of departure of flight and expected time of its arrival at IGI New Delhi.
- j. Certificate by the seller that the air freightment consists complete requirement as per list of goods given in the Annexure-I enclosed with the order.
- k. Certificate from the seller that one set of non-negotiable documents mentioned under (a) to (j) above has been airmailed/couriered to the following within 24 Hours of departure of the aircraft and in addition to one set of non-negotiable document sent through airlines to their counterparts at IGI Airport, New Delhi to:

(a) STC & (b) End-user Department

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

- 5) **Validity of Price** – Your offer to be valid for acceptance by us up to 6 months from the Tender opening date.
- 6) **Airport/Port of Shipment.**
- 7) **Supplier’s Bank Details**
- 8) **Guarantee Period** – The equipment quoted for shall carry a guarantee for a period of 12 (Twelve) Months from the date of satisfactory installation & demonstration at the end user’s premises and the manufacturer shall have to provide after sales service, as and when required at a short notice.
- 9) The detailed list of consumables and spares with CIP, New Delhi prices, required for smooth functioning of the arms/goods, shall also be submitted along with tender offer.

11) Schedule to Tender :-

- a) **Closing date & time for receipt of Offer : 16.07.2015 at 03.00 PM**
- b) **Opening of Offers , Time & Date : 16.07.2015 at 03.30 PM**

12) Offers invited under Two Bid System :

All Bidders are required to submit their offers in two separate envelopes labelled as “Techno-Commercial Bid” and “Price Bid- NOT TO BE OPENED”. Both the envelopes should be separately sealed and super-scribed with reference number STC/GID/430/2014-15 name & address of bidder, item description and date of tender opening.

Both envelopes should thereafter be kept in a bigger envelope and sealed. This envelope should also be super-scribed with the Reference Number as mentioned above, items description, name and address of bidder and the date of tender opening.

A. The “Techno Commercial Bid” sealed envelope must contain the following:-

1. Complete set of STC’s Tender Document duly signed and stamped on each page as token of your acceptance of all terms and conditions of tender without any deviation.
2. Detailed technical specifications, compliance statement and catalogue of items offered.
3. Letter of Authority, in case the bid is being submitted by local agent of the foreign supplier, as per Schedule-A
4. A demand draft equivalent to 2% of total cost of items towards Earnest Money Deposit. No interest will be applicable on the EMD payments.
5. An affidavit duly notarized by the company stating that it has not been blacklisted by any central, union territory and state govt./ organization or any Govt. procurement agency as well as convicted by any court of law and the period of blacklisting is not enforced till the date of validity of this offer being submitted.
6. An undertaking/certificate stating that the rates quoted are uniform for all the Government Institutions in the country (India) is to be provided. This certificate giving the reference of STC’s Tender No. and Date along with your quoted item details may be submitted in original and the items if proprietary, a certificate to this effect may also be given.
7. Copy of price bid without showing the prices quoted.
8. Integrity Pact as per Schedule-D on plain paper signed and stamped by Authorised person of the Bidder and their witness.

B. The “Price Bid” sealed envelope must contain your Price Bid showing prices quoted strictly in the format as per Schedule-C of Tender document. The Price Bid must be on your Company’s Letter Head duly signed and stamped.

C. Offers having conditions/deviations are liable to be rejected at the sole discretion of STC. Your Price Bids shall be opened only if your Techno Commercial Bid is found in order. Your techno-commercial and price bid shall be valid for at least 90 days.

D. The bids received in sealed envelope by courier shall also be accepted but same should reach STC office prior to the tender closing date and time. The offers should be sent to Chief Manager, General Import Division, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 super-scribing the reference No. STC/GID/430/2015-16 at the top of the envelope.

13) INTEGRITY PACT:

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Shedule-D), 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 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 and Mr. Kaushlesh K. Sinha. All correspondence to them regarding implementation of IP should be addressed to : Mr (Name of IEM), IEM, C/o Chairman & Managing Director, State Trading Corporation of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.

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

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

- I. Names where ever mentioned are for reference purpose, equivalent or better specification/ brand may be offered.
- J. List of essential spares and consumables should be mentioned and prices offered for the same as optional items.

OTHER TERMS AND CONDITIONS

- (A) Having regard to STC's Corporate Policy, offers from Principal Manufacturer/Distributor or their Authorized agents with Tender Specific authorization by their principal Manufacturer/Distributor in their favour as per Schedule 'A' enclosed only shall be considered. Offers otherwise submitted, if any, are thus liable to be rejected summarily. Offers can also be sent by Mail/Courier/Speed Post, but to be received before the Tender Closing Time.
- (B) In case of imported equipment, the Authorized agents may quote the prices for and on behalf of their principal manufacturers in the respective foreign currencies. Accordingly, upon award of order STC shall be entering into direct contract with the Principal Manufacturer.
- (C) All offers shall be submitted along with an Earnest Money Deposit (EMD) of 2% of total offer value (in the Form of Pay Order / Demand Draft in favour of The STC of India Ltd., New Delhi). However, for sake of convenience the foreign suppliers may submit the requisite EMD through their Indian Agents in equivalent Indian Currency, should they so desire. The EMD DD/Pay order to be placed in envelope containing Technical Bid. The Bidders are also requested to provide the RTGS Bank details for future refunds/Payments. EMD's paid by Cheques are not acceptable.
- (D) The Price Bids of the Tenderers whose Technical Bids are approved shall be opened subsequently.
- (E) Upon award of the Tender/Order to the successful bidder, a Performance Guarantee for due performance of the Contract, **valid up to the guarantee period** of the equipment, equivalent to 10% of the order value shall be submitted by the awardee in the prescribed format in favour of end-user department through a Nationalized Bank in India. As per Schedule B enclosed.
- (F) The offers received (other than conditional offers) after opening of bid(s) shall be forwarded to the end-user department for their evaluation.
- (G) You are also requested to kindly give the details of after sales service arrangements in India. The name of your Service representative in India along with his complete address and contact numbers may also be informed to us along with the offer so that the same could be notified to the end-user.

- (H) The participating tenderers will sign and stamp each page of the tender document in token of their acceptance of STC's tender terms and conditions unconditionally & unequivocally and submit same along with the offer (Technical Bid). The offer, not accompanied by STC's tender terms duly co-accepted, shall be summarily rejected.
- (I) No deviation, whatsoever, shall be acceptable. The tenderer has to certify that by duly signing and stamping the following certificate:

CERTIFICATE

Certified that the enclosed offer against Tender No. STC/GID/430/2015-16 dated 10.06.2015 is in total conformity with tender terms & conditions including special instructions and specifications without any deviation, whatsoever.

Place:

SIGNATURE OF THE TENDERER

Date:

NAME & DESIGNATION OF TENDERER

COMPANY SEAL

- (J) In case of delay in supplies beyond the quoted delivery period, liquidated damages to the extent of 0.5% of the cost of the delayed supplies per week is applicable, subject to a maximum of 10%. Beyond this period, we reserve the right to either extend further or to cancel the contract.
- (K) Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/quality/weight/purity, marking/specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/handling agent/omissions/negligence/mistake/misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with this Tender.
- (L) STC may at its absolute discretion, reserve the right to shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserve the right to cancel this tender in totality without assigning any reason at any point of time.
- (M) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with

the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

- (N) The supplier hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with the Tender. All disputes arising out of this tender shall be decided in accordance with the Laws of India.
- (O) All terms and conditions of contract of STC with end user department will Mutatis Mutandis apply to the successful bidder.
- (P) Any further Corrigendum/Addendum to the tender documents will be uploaded by STC only on website i.e. www.stc.gov.in, www.eprocure.gov.in or www.tenders.gov.in and no press advertisement shall be published for the same.

New Delhi.
10.06.2015

AKHIL MATHUR
CHIEF MANAGER
Direct Tele No. – 23462129/23462286

नियम और शर्तें

आपसे अनुरोध है कि उपर्युक्त उत्पाद श्रृंखला हेतु अपनी सर्वाधिक प्रतिस्पर्धात्मक ऑफर (2 प्रतिशतों में) प्रस्तुत करें। आपकी ऑफर एक मोहरबंद लिफाफे में निविदा संख्या मद संख्या और मद का नाम लिखते हुए श्री अखिल माथुर मुख्य प्रबंधक, सामान्य आयात प्रभाग, एसटीसी ऑफ इण्डिया लिमिटेड, जवाहर व्यापार भवन, टॉलस्टाय मार्ग, नई दिल्ली – 110001 को संबोधित करते हुए जवाहर व्यापार भवन, टॉलस्टाय मार्ग, नई दिल्ली – 110001 में स्वागत कक्ष भूतल में रखे हुए निविदा बॉक्स में जमा की जानी चाहिए।

आपकी ऑफर में निम्नलिखित शामिल होने चाहिए:-

- 1) **सीआईपी (हवाईजहाज से) (इंदिरा गांधी अंतरराष्ट्रीय हवाई अड्डा, नई दिल्ली) के लिए कीमत संलग्न मूल्य बोली प्रारूप के अनुसार (अनुसूची सी)**
(एफओबी लदान हवाईअड्डा मूल्य, बिमा और आईजीआई नई दिल्ली तक का हवाईभाडा का संबंध विच्छेद के साथ)
- 2) **मूल (ऑरिजिन) देश** (यह निर्यातक देश के चैम्बर ऑफ कॉमर्स द्वारा सही प्रकार से समर्थित हो जो माल के पोत-लदान के समय प्रस्तुत किया जाएगा।)
- 3) **डिलीवरी कार्यक्रम**-हमें तत्काल डिलीवरी की आवश्यकता है।
- 4) हम १००% टीटी ट्रान्सफर/ लैटर ऑफ़ क्रेडिट (एलसी) पर कार्य करते हैं। एलसी के मामले में, एलसी 100% आदेश मूल्य के लिए स्थापित किया जाएगा और ९०% (नब्बे प्रतिशत) भुगतान पूर्व प्रेषण के निरीक्षण के संतोषजनक प्रमाण पत्र के साथ-साथ माल की रवानगी से संबंधित दस्तावेज प्रस्तुत करने के खिलाफ जारी किया जाएगा। और शेष १०% (दस प्रतिशत) भुगतान अंत उपयोगकर्ता विभाग के परिसर में माल की संतोषजनक स्थापना / प्रदर्शन और उन्ही के द्वारा जारी प्रमाण पत्र की प्राप्ति के बाद देय होगी। एलसी के मामले में, भारत के बाहर देय (एलसी पुष्टि शुल्क सहित) सभी बैंक शुल्क विक्रेता के खाते से किया जाएगा। माल की पूर्व डिलीवरी निरीक्षण अंत उपयोगकर्ता विभाग या उनके नामांकित व्यक्ति द्वारा निर्माता के परिसर पे किया जाएगा

(1) एलसी के तहत ९०% (नब्बे प्रतिशत) भुगतान निम्नलिखित दस्तावेजों की प्रस्तुति के खिलाफ और साक्ष्य लदान का सबूत पर उपलब्ध होगा

क. स्वच्छ एयरवे बिल का पूरा सेट और चिह्नित फ्रेट प्रीपेड।

ख. तीन प्रतियों में हस्ताशाक्षारित चालान क्रेडिट नंबर, आदेश संख्या और तारीख के साथ

ग. अंतिम-उपयोगकर्ता विभाग या उनके नामांकित व्यक्ति से निर्माता के परिसर में माल की संतोषजनक पूर्व डिलीवरी निरीक्षण का प्रमाण पत्र।

घ. दो प्रतियों में वाणिज्य चैंबर या समतुल्य विभाग के द्वारा जारी किए गए सर्टिफिकेट ऑफ ओरिजिन।

ङ. विशिष्टता और सामान की सूची - तीन प्रतियां।

च. निर्माता की गारंटी प्रमाण पत्र - तीन प्रतियां (एसटीसी के आदेश के अनुसार) ।

छ. निर्माता से प्रमाण पत्र की वस्तुएं निर्माताओं के मानकों के अनुरूप हैं और नयी हैं (वर्ष 2014/15 में उत्पादन महीना) और किसी भी अव्यक्त या पेटेंट दोषों से मुक्त हैं और निविदा संख्या एसटीसी/जीआईडी/४३०/२०१५-१६ दिनांक: ०९.०६.२०१५ में उल्लेख किया विनिर्देशों के अनुसार हैं ।

ज. बीमा पॉलिसी / सर्टिफिकेट एक मूल और दो प्रतियां ।

झ. विक्रेता द्वारा एयर वे बिल के जारी करने के २४ घंटे के भीतर भेजे गये फैक्स की प्रति जिसमें एयर वे बिल की जानकारी, भेजे गए माल, कूल चालान मूल्य, एयरलाइन का नाम, लोडिंग पोर्ट/ एयरपोर्ट और प्रस्थान की तारीख और आइजिआइ एयरपोर्ट नई दिल्ली पर आने का समय दिया गया हो.

ञ. विक्रेता द्वारा प्रमाणपत्र की माल सूचि के अनुसार सभी आवश्यकता पूरी करते हैं जो की अनुबंध -१ में डी गयी है जो आर्डर के साथ सलंगन है.

ट. विक्रेता से प्रमाण की (क) से (त्र) के तहत उल्लेख अपरक्राम्य दस्तावेजों का एक सेट विमान के प्रस्थान के बाद 24 घंटे के भीतर एयर मेल / कूरियर कर दिया गया है । इसके अलावा अपरक्राम्य दस्तावेज का एक सेट इंदिरा गांधी अंतरराष्ट्रीय हवाई अड्डा, नई दिल्ली में अपने समकक्षों के लिए निम्नलिखित को भेज दिया गया (क) एसटीसी और (ख) अंत उपयोगकर्ता विभाग

(2) एलसी के तहत शेष १०% (दस प्रतिशत) भुगतान अंत उपयोगकर्ता विभाग द्वारा भारत में अपने परिसर में माल की रसीद, प्रशिक्षण और प्रदर्शन, संतोषजनक स्थापना, का प्रमाण पत्र प्राप्त होने के बाद / देय जारी किया जायेगा ।

- 5) **कीमत की वैधता** - आपकी ऑफर निविदा बंद होने की तारीख से 6 महीनों तक हमारे द्वारा स्वीकृति के लिए वैध होगी ।
- 6) **एयरपोर्ट/ पोत लदान पत्तन**
- 7) **आपूर्तिकर्ता का बैंक विवरण (RTGS Details)**
- 8) **गारंटी अवधि** - उद्धृत उपकरण की गारंटी अंत उपयोगकर्ता के परिसर में संतोषजनक स्थापना और प्रदर्शन की तिथि से 12 (बारह) महीने की अवधि के लिए वैध होगी और निर्माता के अल्प अवधि सूचना पर आवश्यक रूप में बिक्री के बाद सेवा प्रदान करने के लिए होगा ।
- 9) उपकरण के सही प्रचालन हेतु अपेक्षित सीआईएफ, नई दिल्ली के उपभोग्य और कलपुर्जों की एक विस्तृत सूची भी निविदा ऑफर के साथ प्रस्तुत की जाएगी ।
- 11) **निविदा कार्यक्रम:-**
 - i) ऑफर प्राप्त करने की अंतिम तारीख और समय: १६.०७.२०१५ भारतीय मानक समय के अनुसार अपराह्न ०३:०० बजे तक
 - ii) ऑफर खुलने का समय और तारीख: १६.०७.२०१५ भारतीय मानक समय के अनुसार अपराह्न ०३:३० बजे ।

12) **दो निविदा प्रणाली के तहत आमंत्रित ऑफर:**

सभी निविदाकर्ताओं से अपेक्षा की जाती है कि वे अपने ऑफर दो अलग-अलग लिफाफों में प्रस्तुत करें जिन पर रूटेक्नो-कमर्शियल बिड= और रूप्राइस बिड-खोला न जाए= लिखा हो, दोनों लिफाफे अलग से मुहर लगे हुए हों और उन पर एसटीसी/जीआईडी/४३०/२०१५-१६ संदर्भ सं० सहित निविदाकर्ता पता, मद का विवरण और निविदा खुलने की तारीख अंकित हों ।

दोनों लिफाफे इसके बाद एक बड़े लिफाफे में रखे जाएँ और उन पर मुहर लगाई जाए । इस लिफाफे पर संदर्भ संख्या सहित जैसा कि ऊपर उल्लिखित है, मर्दों का विवरण, निविदाकर्ता का नाम और पता और निविदा खोलने की तारीख भी अंकित हो ।

(क) “टेक्नो कमर्शियल बिड” के मुहरबंद लिफाफे में निम्नलिखित निहित हो:

1. एसटीसी की निविदा दस्तावेज का पूरा सेट किसी भी विचलन के बिना प्रत्येक पृष्ठ पर विधिवत हस्ताक्षर एवं मुहर के साथ, सभी नियमों और निविदा की शर्तों की अपनी स्वीकृति की निशानी के रूप में ।
2. विस्तृत तकनीकी विशिष्टताओं, अनुपालन कथन और वस्तुओं की सूची ।
3. अगर बोली विदेशी आपूर्तिकर्ता के स्थानीय एजेंट के द्वारा प्रस्तुत की जा रही है तो प्राधिकरण का पत्र, अनुसूची - एक प्रति के रूप में।
4. धरोहर राशि जमा के रूप में मर्दों की कुल लागत के दो प्रतिशत का एक डिमांड ड्राफ्ट । ईएमडी के भुगतान पर कोई ब्याज लागू नहीं होगा ।
5. कंपनी द्वारा विधिवत नोटराइज किया गया एक हलफनामा जिसमें यह बताया गया हो कि वह किसी केन्द्रीय, संघ शासित प्रदेश और राज्य सरकार/किसी सरकारी प्रापण एजेंसी या संगठन द्वारा काली सूची में नहीं डाला गया है और किसी न्यायिक कोर्ट द्वारा उस पर मुकदमा नहीं चलाया गया है तथा काली सूची में डालने की अवधि इस ऑफर के प्रस्तुत किए जाने की वैधता की तारीख तक लागू नहीं की गई है ।
6. एक उपक्रम / प्रमाण पत्र यह बताते हुए कि उद्धृत दरें देश (भारत) के सभी सरकारी संस्थाओं के लिए एक समान हैं। यह प्रमाण पत्र आपके उद्धृत मद विवरण के साथ एसटीसी की निविदा संख्या के संदर्भ और तिथि के साथ प्रस्तुत किया जा सकता है आइटम मालिकाना (प्रोप्राइटरी) हैं, इस आशय का एक प्रमाण पत्र भी दिया जा सकता है।
7. मूल्य बोली की कॉपी उद्धृत मूल्यों दिखाए बिना।
8. सादे कागज पर अनुसूची -डी के रूप में सत्यनिष्ठा समझौता, बोलीदाता और उनके गवाह के अधिकृत व्यक्ति द्वारा हस्ताक्षर और मुहर लगी हुई।

(ख) "मूल्य बोली" सील बंद लिफाफे में निविदा दस्तावेज की अनुसूची - सी के अनुसार कीमत बोली उद्धृत कीमत दिखाते हुए शामिल होना चाहिए। मूल्य बोली कंपनी के लेटर हेड पर विधिवत हस्ताक्षर किए और मुहर लगी होना चाहिए।

(ग) शर्त/विचलन वाले ऑफर एसटीसी के स्व विवेक पर रद्द किए जा सकते हैं। आपकी मूल्य निविदाएँ केवल तभी खोली जाएंगी यदि आपकी टेक्नो कमर्शियल बिड सही पाई गई हो। आपकी टेक्नो कमर्शियल और प्राइस बिड कम से कम 90 दिनों के लिए वैध होंगी।

(घ) मुहरबंद लिफाफे में कूरियर द्वारा प्राप्त निविदाएँ स्वीकार की जाएंगी किन्तु वे एसटीसी कार्यालय में निविदा समापन के तारीख और समय से पहले पहुँच जानी चाहिए। आफर, जिनके लिफाफे पर संदर्भ सं० एसटीसी/जीआईडी/४३०/२०१५-१६ लिखा हो, मुख्य प्रबंधक, सामान्य आयात प्रभाग, एसटीसी ऑफ इण्डिया लि०, जवाहर व्यापार भवन, टालस्टाय मार्ग, नई दिल्ली-110001 को भेजे जाएँ।

13) सत्यनिष्ठा समझौता

क. सत्यनिष्ठा समझौते (आईपी) पर हस्ताक्षर इस निविदा में भाग लेने वाले हर बोली लगाने के लिए अनिवार्य है। आईपी की एक प्रति (जिसे एसटीसी द्वारा हस्ताक्षर किए गए हैं समझा जा सकता है) अनुबंध में संलग्न है। आईपी के एक डाउनलोड योग्य प्रारूप लिंक <http://www.stc.gov.in/corporatecommitments/Integrity.pdf.aspx> के तहत एसटीसी वेबसाइट पर उपलब्ध है। बोलीदाता और एसटीसी को निविदा से संबंधित किसी भी शिकायत के मामले में आईपी के प्रावधानों से बाध्य किया जाएगा।

ख. आईपी एक सादे कागज पर होनी चाहिए और प्रत्येक पृष्ठ पर विधिवत बोली दस्तावेज के हस्ताक्षरकर्ता द्वारा हस्ताक्षरित किया जाएगा।

ग. बोलीदाता द्वारा किसी भी बोली को जो विधिवत हस्ताक्षरित आईपी के साथ नहीं होगी सरसरी तौर पर अस्वीकार कर दिया जाएगा।

घ. निविदा सफल बोली लगाने के लिए सम्मानित किया गए सभी उप ठेकेदारों / एसोसिएट्स जिनका योगदान निविदा में 5 करोड़ से ऊपर है एसटीसी के साथ आईपी हस्ताक्षर करेंगे। सभी बोलीदाताओं तदनुसार उनके उप - ठेकेदारों / साथियों को सूचित करेंगे।

ङ. इस निविदा के लिए स्वतंत्र बाहरी मॉनिटर (आईईएम) श्री अशोक सिन्हा और श्री कौशेश के सिन्हा होंगे। आईपी के कार्यान्वयन के संबंध में सभी

पत्राचार को उन्हें संबोधित किया जाना चाहिए: श्री (आईईएम का नाम)
, आईईएम , COअध्यक्ष एवं प्रबंध निदेशक, स्टेट ट्रेडिंग कॉरपोरेशन
इंडिया लिमिटेड, जवाहर व्यापार भवन, टालस्टाय मार्ग, नई दिल्ली-110
001।

निविदा में भाग लेने वालों के अनुपालन हेतु निविदा सूचना के विशिष्ट निर्देश

- क) सभी उपकरण स्थापना, पर्यवेक्षण और प्रचालन स्टॉफ को पूर्ण प्रशिक्षण के साथ ऑफर किए जाएंगे ।
- ख) मानक उत्पाद अद्यतन मॉडल के होने चाहिए जो अन्तरराष्ट्रीय विनिर्देशनों तथा सुरक्षा, पर्यावरण, प्रदूषण आदि की शर्तों को पूरा करते हों । मॉडल और विनिर्देशन स्पष्ट रूप से बताए जाने चाहिए ।
- ग) यह अति आवश्यक है कि उत्पाद विवरण बोली के साथ संलग्न किया जाए ।
- घ) यदि उपकरण मेक / मॉडल / ब्रांड ऑफर किया जाता है तो ग्राहक द्वारा इच्छा व्यक्त की गयी मेक / मॉडल / ब्रांड के साथ बोली सहित एक तुलनात्मक विवरणिका संलग्न की जानी चाहिए ।
- ङ) सभी मशीनों हेतु विकल्प एक वर्ष की वृहद वारंटी के साथ (कलपुर्जो, यात्रा और श्रम सहित) ऑफर किए जाएंगे ।
- च) मर्दों पर वारंटी / गारंटी स्पष्ट रूप से बतायी जानी चाहिए ।
- छ) भारत में / कार्यस्थल पर सेवा व्यवस्था का बोली में स्पष्ट रूप से उल्लेख किया जाना चाहिए । उपकरण/मशीनों हेतु ऑफर की गयी कीमत में शामिल की गयी इसी प्रकार की सेवाओं का उल्लेख किया जाना चाहिए ।
- ज) विनिर्देशन सांकेतिक हैं । विकल्प के तौर पर इनसे बेहतर विनिर्देशन ऑफर किए जा सकते हैं ।
- झ) नाम जहाँ कहीं भी उल्लेखित हैं, संदर्भ उद्देश्य, समकक्ष या बेहतर विनिर्देशन / ब्रांड हेतु ऑफर किए जाएंगे ।
- ञ) आवश्यक कलपुर्जो और उपभोग्य सामग्री की सूची तथा वैकल्पिक मर्दों के तौर पर इनके लिए ऑफर की गई कीमतों की सूची का उल्लेख किया जाना चाहिए ।

सभी मर्दों के विस्तृत तकनीकी विनिर्देश, निविदा सूचना में उल्लेखित की गयी है । निविदाएँ उसी दिन उपस्थित होने के इच्छुक निविदाकर्ताओं की उपस्थिति में अंतिम तारीख को खोली जाएंगी।

अन्य निबंधन एवं शर्तें

- (क) एसटीसी की कार्पोरेट नीति के संबंध में मुख्य निर्माता/आपूर्तिकर्ता या उनके प्राधिकृत एजेंटों की ऑफर्स पर उनके मुख्य निर्माता/आपूर्तिकर्ता द्वारा निविदा विशिष्ट प्राधिकार सहित उनके पक्ष में संलग्न अनुसूची ए के अनुसार होने पर ही विचार किया जाएगा। अन्यथा प्रस्तुत की गई ऑफर्स को रद्द कर दिया जाएगा। ऑफर्स डाक/कूरियर/स्पीड पोस्ट के द्वारा भी भेजी जा सकती हैं। किन्तु ये निविदा के अंतिम समय से पहले प्राप्त हो जानी चाहिए।
- (ख) आयातित उपकरण के मामले में प्राधिकृत एजेंट संबद्ध विदेशी मुद्रा में उनके मुख्य निर्माताओं के लिए और उनकी ओर से कीमतें उद्धरत कर सकती हैं। तदनुसार एसटीसी आदेश प्रदान करने पर मुख्य निर्माता के साथ प्रत्यक्ष सम्पर्क करेगा।
- (ग) सभी ऑफर्स उद्धरित दरों के 2% की धरोहर राशि जमा (ईएमडी) के साथ एसटीसी ऑफ इण्डिया लिमिटेड, नई दिल्ली के पक्ष में पे-आर्डर/डिमांड ड्रॉफ्ट के रूप में जमा की जाएंगी। तथापि सुविधा के लिए विदेशी आपूर्तिकर्ता अपेक्षित धरोहर राशि जमा अपने भारतीय एजेंटों के माध्यम से समकक्ष भारतीय मुद्रा में जमा कर सकते हैं यदि वे ऐसा करने के इच्छुक हों। ईएमडीडीडी / पे-आर्डर लिफाफे में रखे जाएंगे जिनके साथ तकनीकी निविदा होनी चाहिए। बैंक चेक द्वारा ईएमडी स्वीकार्य नहीं हैं।
- (घ) उन निविदाकर्ताओं की वित्तीय निविदाएँ बाद में खोली जाएंगी जिनकी तकनीकी निविदाएँ अनुमोदित हैं।
- (ङ) सफल निविदाकर्ता को निविदा/आर्डर देने पर कीमत के 10% के बराबर भारतीय मुद्रा में और उपकरण के गारंटी अवधि तक वैध निविदा के सही निष्पादन के लिए निविदाकर्ता (अवार्डी) द्वारा निष्पादन गारंटी प्रस्तुत की जाएगी जो निर्धारित प्रपत्र में संलग्न अनुसूची बी के अनुसार भारत के एक राष्ट्रीय बैंक के माध्यम से अंतिम प्रयोक्ता विभाग के पक्ष में होगी।
- (च) निविदाएँ खुलने के पश्चात प्राप्त ऑफर्स को अंतिम प्रयोक्ता विभाग के पास उनके मूल्यांकन हेतु अग्रेषित कर दिया जाएगा।
- (छ) आपसे यह भी अनुरोध है कि कृपया भारत में बिक्री पश्चात सेवा व्यवस्था का विवरण दें। ऑफर्स के साथ भारत में आपकी सेवा प्रतिनिधि का नाम, उनका पूर्ण पता और सम्पर्क नम्बर भी हमें सूचित किया जाए ताकि अंतिम प्रयोक्ता विभाग को सूचित किया जा सके।

- (ज) भाग लेने वाले निविदाकर्ता एसटीसी की निविदा की शर्तों को बिना शर्त और असंदिग्ध रूप से स्वीकारते हुए निविदा कागज़ात के प्रत्येक पृष्ठ पर मोहर सहित हस्ताक्षर करेंगे और इसे ऑफर (तकनीकी निविदा) के साथ प्रस्तुत करेंगे। एसटीसी की निविदा शर्तों को उपयुक्त रूप से स्वीकार न करने वाले ऑफर एक दम निरस्त कर दिए जाएंगे।
- (झ) किसी भी प्रकार का परिवर्तन स्वीकार्य नहीं होगा। टेंडरकर्ता को हस्ताक्षर तथा मोहर लगाकर निम्नलिखित प्रमाणित करना होगा

प्रमाण पत्र

प्रमाणित किया जाता है कि टेंडर न. एसटीसी/जीआईडी/४३०/२०१५-१६ दिनांक: १०.०६.२०१५ के लिए संलग्न ऑफर टेंडर की निबंधन एवं शर्तों की पूर्ण पुष्टि में हैं जिनमें बिना किसी भी प्रकार के परिवर्तन के विशिष्ट निर्देश और विनिर्देशन, जो भी हो शामिल हैं।

स्थान :

दिनांक :

निविदाकर्ता के हस्ताक्षर
नाम तथा पदनाम
कम्पनी की मुहर

- (ण) किसी मामले में उद्धरित डिलीवरी अवधि से परे आपूर्ति में विलम्ब होने पर लिक्विडेटिड क्षतियाँ विलम्बित आपूर्ति की लागत के 0.5 प्रतिशत की सीमा तक प्रति सप्ताह के अनुसार लागू होगी जो अधिकतम रूप से 10 प्रतिशत के अधीन होगी। इस अवधि के पार हमें संविदा को आगे बढ़ाने या रद्द करने का अधिकार है।
- (त) आपूर्तिकर्ता बगैर किसी विरोध या विलंब के एसटीसी और इसकी शाखाओं को क्षतिपूर्ति करने का वचन देता है और हमेशा एसटीसी को पूर्णतया क्षति पूर्ति से मुक्त रखेगा तथा एसटीसी और इसकी शाखाओं को आपूर्तिकर्ता/हैंडलिंग एजेंट/चूक/लापरवाही/गलती/कदाचार अथवा इस करार की शर्तों और नियमों को पूरा न करना, इनका उल्लंघन करना अथवा चूक के फलस्वरूप सामग्री, किसी भी प्रकार के खर्च या लागतें जो एसटीसी पर आती हैं, उनके संदर्भ में किसी भी प्रकार की हानि, दावे, कार्रवाई, क्षति, विलंब शुल्क, लागतों, जुर्माने, कर, शुल्क, देयताएँ, विधिक मामले, कम पोतलदान, मात्रा/गुणवत्ता/भार/शुद्धता में कमी, विपणन/विनिर्देशनों की कमी आदि के लिए एसटीसी और इसकी शाखाओं को इस संदर्भ में हानि रहित रखने से सहमत है। आपूर्तिकर्ता, एसटीसी को हमेशा किसी भी तीसरी पार्टी से किसी भी प्रकार के दावे/देयताओं/कार्रवाईयों अथवा इस निविदा

के संबंध में अथवा इसके फलस्वरूप उठने वाले किसी प्रकार के दावे/देयताओं/कार्रवाइयों को विरुद्ध एसटीसी को हमेशा क्षतिपूर्ति का वचन देगा ।

- (थ) एसटीसी, के पास पूर्ण विवेक से प्रत्याशित पार्टी को पूर्व सूचना दिए बगैर प्रक्रिया को आंशिक या पूर्ण रूप से सूची में डालने, स्वीकार करने, अस्वीकृत करने, त्यागने, रद्द करने का अधिकार सुरक्षित है । इस निविदा को किसी भी समय बिना कोई कारण बताए रद्द करने का अधिकार एसटीसी के पास सुरक्षित है ।
- (द) पार्टियों के बीच निर्माण, अर्थ, क्षेत्र, प्रचालन के कारण या उससे संबंधित या इस संविदा के प्रभाव या उसके भंग होने की वैधता भारतीय मध्यस्थता परिषद की मध्यस्थता नियमावली के अनुसरण में मध्यस्थता द्वारा सुलझाए जाएँगे और उसके फलस्वरूप दिया गया पंचाट दोनों पार्टियों पर बाध्यकर होगा ।
- (ध) आपूर्तिकर्ता इससे सहमत है कि नई दिल्ली में न्यायालय और न्यायाधिकरण किसी या सभी विवादों जो निविदा से या उसके संबंध में उठेंगे, को निपटाने के लिए विशेष न्याय-क्षेत्र रखेंगे । इस निविदा से उठने वाले सभी विवाद भारतीय कानून के अनुसरण में तय होंगे ।
- (न) एसटीसी के साथ अंतिम प्रयोक्ता विभाग के सभी निबंधन और शर्तें आवश्यक परिवर्तन सहित सफल निविदाकर्ता पर लागू होंगी ।

(श्री अखिल माथुर)

मुख्य प्रबंधक

टे.न. 23462129/23462286

नई दिल्ली,
१०.०६.२०१५

**UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER /
DISTRIBUTER**

Schedule "A"

It is to certify that

M/s _____

(Name & Address of Tenderer) is our Authorised Distributor / Dealer. They are Authorised

to submit tender for _____ (Name of Item) to the State Trading

Corporation of India Ltd., New Delhi against their Tender Notice No

_____ **Dated** _____.

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

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

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

SIGNATURE OF THE PRINCIPAL MANUFACTURER/ DISRIBUTER

WITH RUBBER STAMP

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

Schedule 'B'

PERFORMANCE BANK GUARANTEE FORMAT

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

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

1. Against Tender No. _____ dated _____ and Contract No. _____ Dated - _____ (hereinafter called the Contract entered into between the STC of India Ltd., New Delhi for and on behalf of _____ (hereinafter called the Buyers/End user Department) and M/s. _____ (Name and Complete Address) (hereinafter called the Sellers) this is to certify that at the request of the Sellers, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyers immediately on first demand, the amount of US \$/Rupees _____ (@ 10% of contract value) without any protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said contract. The decision of the Buyer/End user _____ or The STC of India Ltd., New Delhi duly communicated in writing to the bank that the sellers have failed to perform all or any of the obligations under the contract shall not be questioned and be final and conclusive. The said amount of US \$/Rupee _____ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer.
2. It is fully understood that this guarantee is effective for a period upto _____ (12/24 Months + Delivery Period) and that we _____ Bank undertake not to revoke this guarantee during its currency (upto claim period) without the consent in writing of the Buyers.
3. We _____ Bank, further agree that the buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract or/extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said sellers and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said sellers or for any forbearance and/or commission on the part of the buyers, or any indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee. We further agree that the validity period of this Performance Bank Guarantee will be extended by us upon receipt of any such

request in writing from the Buyer and any charges on account thereof shall be to the account of supplier on whose behalf this Bank Guarantee is being opened.

4. We _____ Bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Sellers/Buyers.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in the State of Buyer / End – user India alone.
6. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of release.
7. This Guarantee will remain in force up to _____ (12/24 Months + Delivery Period) and any demand in respect thereof should reach Bank not later than 10 (Ten) working days (claim period) from the expiry of above validity date.

FOR _____ BANK

ACCEPTED

Price Bid

ON THE LETTER HEAD OF THE COMPANY

Tender No. & Date :

Name of the Item Quoted :

S.No. of Item in Tender Document :

Price Format

Details	Price (Currency)
Ex-Works Price	
FOB (Airport) Price	
Insurance & Airfreight Charges up to New Delhi	
Total CIP Price, IGI Airport New Delhi	
Price in Words	

We have carefully gone through the Terms and Conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract. This is to also confirm that I am fully authorized by company for signing and submitting this price bid.

Place:
Date:

SIGNATURE OF THE TENDERER
NAME & DESIGNATION OF TENDERER
COMPANY SEAL

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

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

Section 1 – Commitments of STC

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

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

(2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures. 22

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 nhas 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