



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

**INVITES TENDER FOR IMPORT OF RBD PALMOLEIN
(EDIBLE GRADE)**

TENDER NO.STC/MUM/EOIL/IMP/01/2016-17 DATED 09.09.2016

DUE ON 16.09.2016 AT 11.00 HRS. (IST)

COPY OF THE TENDER DOCUMENTS CAN BE OBTAINED FROM

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

OR CAN BE DOWNLOADED FROM OUR WEBSITE

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

TENDER FOR PURCHASE OF RBD PALMOLEIN

TENDER NO. STC/MUM/EOIL/IMP/ 01/2016-17 DATED 09.09.2016

CLOSING AT 11.00 HRS IST ON 16.09.2016

TERMS AND CONDITIONS OF TENDER

1. INVITATION FOR BIDS

THE STC OF INDIA LIMITED (A GOVT. OF INDIA UNDERTAKING), 3rd FLOOR, 'C' WING, TRADE WORLD CENTRE, KAMLA MILL, SENAPATI BAPAT MARG, LOWER PAREL (WEST), MUMBAI - 400 013, MAHARASHTRA (INDIA) invites bids under Two Bid system for import of Edible Oils, as per the terms and conditions prescribed hereunder:-

2. COMMODITY

REFINED, BLEACHED, DEODOURISED PALMOLEIN (EDIBLE IN BULK)

3. SPECIFICATIONS

<u>S.NO.</u>	<u>PARTICULARS</u>	<u>PARAMETERS</u>
	<u>RBD PALMOLEIN (EDIBLE GRADE)</u>	
	<i>GRADING FACTORS</i>	
1	MOISTURE AND OTHER INSOLUBLE NON-INJURIOUS IMPURITIES (MAX)	0.1 PCT
2	REF.INDEX AT 40 DEG C	1.4550-1.4610
3	IODINE VALUE (WIJ'S METHOD)	56-62
4	UNSAAPONIFIABLE MATTER (MAX.)	1.2%
5	SAPONIFICATION VALUE	195-205
6	PEROXIDE VALUE EXPRESSED AS MILLI EQUIVALENT OF PER 02 KG (MAX)	5.00
7	FFA AS OLEIC ACID (MAX)	0.12%
8	FFA (AS PALMITIC) (MAX)	0.1 PCT
9	COLOUR (IN 5-1/4" LOVIBOND SCALE (MAX)	3 RED
10	MELTING POINT (MAX)	23 DEG C
11	CLOUD POINT (MAX)	10 EG C

- a) Oil to be free from solid particles, adultrants, sediments, suspended and other foreign matters, separated water and added colouring or flavouring substances.
b) Material to be free from mineral oils, toxic matter or any other oil of vegetable or animal origin

- c) Material to be odourless and bland in taste
- d) Necessary safeguards will be taken by sellers by sealing ship's tanks properly to avoid increase in moisture content during voyage and by adding permissible antioxidants to avoid oxidation during voyage.
- e) Buyers nominated surveyors to give certificate for above.

4. QUANTITY & DISCHARGE PORTS

2000 MT +/- 2% OF RBD PALMOLEIN (EDIBLE GRADE) FOR MUMBAI PORT (MUMBAI PORT TRUST)

The Bids should be made for the entire tender quantity. STC Reserves the right to reduce or increase the quantity.

5. QUALITY & WEIGHT

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

Net quantity of oil received in land tanks of Buyers at discharge port(s) as certified by reputable surveyors appointed by Buyers at their cost will be final, binding and conclusive on both parties and final settlement to be made on that basis.

Ship's tanks to be of stainless steel or epoxycoated and surveyor's certificate as to the suitability of ship's tanks and the quality of the material before and after loading in compliance with contractual specifications will be final.

6. SHIPMENT PERIOD

Contracted quantities to arrive by 10th October, 2016 at Mumbai Port.

7. PRICE

Price bid to be submitted on company's letter head as per format in Annexure-V. Prices to be quoted in US Dollars PMT CIF Landed Weight Final on one safe Indian port one safe berth basis.

8. PACKING

In bulk

9. COUNTRY OF ORIGIN

Indonesia and or/Malaysia

10. VALIDITY

Bids must remain valid upto 18.30 hrs. Indian Standard Time (IST) on 21.09.2016.

11. DEVIATIONS

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

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

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

- a. The prospective Supplier/bidder should have the experience of supply of RBD Palmolein oil, during the last three financial years, directly or through PSUs to any company in India and/or outside India. The supplier/bidder shall furnish purchase orders or performance certificates in support of this.
- b. The prospective Supplier/bidder shall submit Bank reference to show credit worthiness of the supplier for upto Rs.50 million or equivalent foreign currency.
- c. The prospective Supplier/bidder shall submit a satisfactory Credit Rating Report (Not older than one Calendar year) from any of the following International Credit Rating agencies
 - i. Dun & Bradstreet
 - ii. Moody's
 - iii. Standard & Poor
- d. The prospective supplier should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Undertaking in India. The supplier shall have to submit an UNDERTAKING (as per Annexure II) to this effect at the time of application for pre-qualification as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.

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

13. SUBMISSION OF BIDS

- a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by **1100 Hours of 16.09.2016** under Two Bid systems i.e. Techno Commercial Bids and Price Bid.
- b) Techno Commercial Bids shall be opened at 1130 Hours of 16.09.2016. Price Bid of only technically qualified tenderers shall be opened.

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

14. OTHER TERMS AND CONDITIONS

The following may also be complied with;

- a) The local agent of the bidder duly authorized by his principal, may submit offers, negotiate and sign contracts and other documents. In case of any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- b) The Buyer(s) reserve the right to split the quantity and ask for additional quantity.
- c) Letter(s) of acceptance will be issued by Fax or e-mail or Courier to the successful bidder(s) and or his/their Agents(s) in India within the validity of offer.
- d) The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason thereof.
 - i. No bids shall be accepted in hard copy or in any other form.
 - ii. Conditional offers will be rejected summarily.
 - iii. Subletting of order will not be allowed.

15. SECURITY DEPOSIT

Successful bidder has to furnish Performance Bank Guarantee (PBG) as per the format provided at Annexure-VI for 5 % of contract value offered. The Performance Bank Guarantee (PBG) has to be submitted immediately after issuance of letter of award. Tenderer to Submit PBG/EMD/DD/NEFT to STC's account, as per following banking details:-

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

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

The amount should be remitted to STC's account before 1100 Hours of 16.09.2016.

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

In case the tenderer commits any breach of the tender conditions, STC can without any notice forfeit the EMD.

16. DOCUMENTS CONSTITUTING CONTRACT

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

17. LETTER OF CREDIT (DOCUMENTARY CREDIT)

The Buyer shall establish in favour of the Seller an Irrevocable Letter of Credit in US Dollars for 100% value of the contracted quantity through a scheduled bank in India within 7 banking days or earlier, after issue of Letter of Confirmation along with the complete information required from the Seller for opening of the L/C. The delay in furnishing the information will be on Seller's account. All Bank charges outside India to be on Seller's account.

18. INSPECTION

- a) Shipped quality as certified by an independent surveyor appointed by the Buyer at Seller's cost shall be final.
- b) Landed Weight certified by an independent surveyor, appointed by buyer at their cost, to be final and binding on both the buyer and the seller. Weight as ascertained by calibrated shore tanks at the time of discharge and duly certified by the independent surveyor shall be final for this purpose.
- c) If supplier fails to perform as per the agreed contract terms, the supplier would be debarred for future participation and other Public Sector Undertakings would be informed of their default and to take similar actions.

19. SHIPMENT

- a. A float cargo and cargo under loading shall be accepted only after prior approval of buyer.
- b. A tolerance of 2 pct. more or less in quantity at seller's option is acceptable.
- c. Co-mingling with other cargoes of same grade and specifications is allowed. Partial shipment/transhipment not allowed.

20. MARINE INSURANCE

The goods will be insured by the Seller at their cost. Sellers to take Insurance policy covering the consignment for 110% of the invoice value with underwriter of international repute having local representative and claim settling agent in India, in the currency of the contract (US DOLLARS) covering following for discharge at any Indian port(s).

“Against ‘All Risks’ from whatsoever cause or nature as per the Institute Cargo Clause (All Risks) including the risk of War and SRCC Risks as per Institute War Clauses (Cargo)-11-3-80 and Institute, Strikes, Riots and Civil Commotions Clause 1-1-63 both applicable to Insurance

Policy irrespective of percentage including the risk of leakage and contamination, loss in weight resulting from reconditioning in the vent or contamination will be paid irrespective of percentage. The insurance Cover is from storage tanks of the Sellers to the storage tanks of buyers in India.

Policy issued by more than one underwriter with or without indicating their percentage of interest is not acceptable.”

21. POST LANDING SURVEY

- a. In case of any damage to the cargo found at discharge port during joint survey, the claim shall be lodged by the buyer on the Seller.
- b. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to the Deputy General Manager of STC (Buyer).

22. PAYMENT

- a) 100% payment by Irrevocable, non-transferable letter of credit 90 days Usance Period.
- b) The Letter of Credit shall be negotiable against the following documents:
 - i) Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing inter alia quantity/description, quality of Edible Oil shipped, price and net Invoice value.
 - ii) Complete set of Original Charter party Bill of Lading, marked "FREIGHT PREPAID" is 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.
 - iii) Full Loading Survey Report & Certificate of Weight and Quality by the independent inspection agency of repute nominated by the Buyer.
 - iv) Certificate of origin issued by Chamber of Commerce in Country of origin.
 - iv) Health Certificate in original and three copies issued by Government nominated official agency in the country of origin that RBD Palmolein shipped is fit for human consumption.
 - vi) Official stowage Certificate in original and three copies issued by independent surveyor of International repute stating that the vessel tanks were duly examined prior to commencement of loading and found clean, dry and suitable for loading of the RBD Palmolein.
 - vii) A certificate from the shipping company or its agent stating that the vessel is classified by an approved classification society as per Institute classification clauses and classified as Lloyds 100A1 or its equivalent classification stating that the vessel is not more than 20 years old and is seaworthy. Invoice to certify that vessel is seaworthy.
 - viii) Copy of Fax/Mail advising shipment particulars to the Buyer.
 - ix) Copy of Fax/Mail for nominating the Surveyors as per directions of the Buyer.
- c) Negotiation of documents under reserve is not acceptable.

If L/C is required to be confirmed by any bank, such confirmation can also be arranged provided the bank charges involved are paid by the Seller.

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

Third Party documents, except commercial invoice and signed draft, is acceptable.

Documents issued prior to the opening of the L/C are not acceptable.

L/C to be valid for negotiations for 21 days after shipment.

23. DOCUMENTS

The Seller shall send by fax/email, followed by courier, to General Manager, The STC of India Limited, New Delhi (India) as per address given in para (12) above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in India before arrival of the cargo. If these documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to the Buyer against their simple Letter of Indemnity and instruct the Shipping Agent accordingly.

24. DISCHARGE TERMS

Buyer to guarantee minimum discharge rate of 80 MT running hour SHINC. Before tendering NOR, vessel is to comply with all port formalities inclusive of obtaining Gas Free Certificate if required. NOR to be tendered only after vessel called, within the limits of contracted port and after completion of all port formalities including free pratique. Laytime to start 6 hours after valid NOR is tendered or immediately on berthing of the vessel whichever is earlier.

Arrival draft should not accede draft available at Indian Ports (MPT). Vessel should be of such length and beam as to permit her entry in Indian Ports.

NOR to be tendered by facsimile, telex, telegraph or wireless letter is acceptable and deemed to be received at the time of transmission.

25. DEMURRAGE

Demurrage, if any, at the discharge port shall be for buyer's account as per Charter party terms within 30 days after receipt of the seller's demurrage invoice.

26. INTEGRITY PACT

The above demurrage rates will be paid on proportionate basis in case there is any other cargo on board other than contracted cargo and both cargoes are for discharge at the same port. Discharge rates to be 80 MT per hour.

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annexure- IV), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stc.gov.in/corporatecommitments/Integrity-pact.aspx>. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.

- (b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above Rs. 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.

(e) The Independent External Monitors (IEMs) for this tender shall be Mr. Ashok Sinha (E-mail: asinha51@gmail.com) and Mr. Kaushlesh K. Sinha (E-mail: sinhakaykay@gmail.com).

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

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 at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.

All other terms and conditions, when not in contradiction to the above mentioned terms and conditions shall be governed by FOSFA 81 Rules.

Import of edible oils under this tender is subject to Government of India policies and guidelines from time to time. STC is importing edible oil solely on its own behalf and Government of India is not a party to these imports.

(V PAL KISHTAFAR)
DY. GENERAL MANAGER
EDIBLE OILS DIVISION

TECHNO-COMMERCIAL BID FORMAT

(on Bidder's letter-head)

ANNEXURE – I

Offer Ref. No. _____

Date

1) Name of Bidder : _____
Address : _____

Contact Person Name : _____

Telephone No: _____: Fax No. _____

Mobile No. _____: E-mail ID: _____

2) Name of the authorised Local agent : _____
Address : _____

Contact Person Name : _____

Telephone No: _____: Fax No. _____;

Mobile No. _____: E-mail : _____

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

- 4) Board's Resolution/Letter of Authorisation on principal foreign company/firm's letter head duly authorising the AR enclosed (Yes/No): _____
- 5) Country of Origin: _____
- 6) Validity of Offer: Upto 1630 Hrs. IST on 21.09.2016
- 7) Delivery Schedule: Contracted quantities to be arrived by 10th October, 2016 at Mumbai Port.
- 8) Earnest Money deposited (Copy to be attached)

PBG Number/DD No.	Date	Amount (US\$)	Issuing bank	Validity

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

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

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

Name & Signature of the Bidder

With Seal of Designation

Place:

Date:

Tender No.STC/MUM/EOIL/IMP/01/2016-17 Dated 16.09.2016

ANNEXURE II

(ON COMPANY'S LETTER HEAD)

To,

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

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

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

Thanking You

Yours faithfully

Name and Signature of the
Authorized Person

ANNEXURE-III

DEVIATIONS FROM TENDER TERMS

A. TECHNICAL SPECIFICATIONS

AS PER TENDER	DEVIATION

B. COMMERCIAL TERMS:

AS PER TENDER	DEVIATION

Name & Signature of the Bidder
With seal & Designation

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at JawaharVyaparBhawan, 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.

Section 2 – Commitments of the Bidder.

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

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

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

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

Section 5 – Previous transgression

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

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

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

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

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

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

Section 8 – Independent External Monitor /Monitors

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of STC)

(For & on behalf of The Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2 : Name & Address

Tender No.STC/MUM/EOIL/IMP/01/2016-17 Dated 16.09.2016

ANNEXURE - V

PRICE BID

Name of Bidder:

Address:-

Tel. _____ Fax No. _____ Email _____

Contact Person

PRODUCT : RBD PALMOLEIN

Quantity(MT)	Port of Discharge	Shipment Period	Unit Price per MT USD/CIF (on Landed Weight Final basis)	Country of origin

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 with Seal

PERFORMANCE GUARANTEE BOND

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

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

Dear Sirs,

M/s..(hereinafter referred as „BIDDER/SUPPLIER“)

(.....BIDDER'S / SUPPLIER'S name and address) have taken tender for the WORK of _____(Name of work) for The S.T.C. of India Limited, no. 301 to 314, 3rd floor, Trade World, 'C' Wing,Kamala Mill, SenapatiBapat Marg, Lower Parel (West), mumbai – 400 013 (hereinafter referred as „STC“), Vide Tender / Fax Of

Acceptance / Purchase Order reference _____ dated _____

The tender conditions provide that the BIDDER / SUPPLIER shall pay a sum of Rs.

_____(Rupees _____) As Earnest Money / Initial Security Deposit in the form therein mentioned.

The form of payment of Earnest Money / Initial security deposit/ Full security deposit includes guarantee executed by schedule 'A' Bank, undertaking full responsibility to indemnify STC in case of default .The said BIDDER / SUPPLIER have approached us and at their request and in consideration of the premises, we _____(Bank's Name) having our Office at _____

(hereinafter referred as „GUARANTOR“) have agreed to give such guarantee as hereinafter mentioned

1. GUARANTOR hereby undertake and agree that if default shall be made by BIDDER / SUPPLIER in performing any of the terms and conditions of the tender, GUARANTOR do hereby irrevocably bind themselves and undertake to pay to STC on first demand in writing by STC without protest or demur or proof or condition and without reference to the BIDDER/ SUPPLIER the said amount of Rs. _____(Rupees _____)

2. STC shall have the full liberty without reference to GUARANTOR and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on STC under the tender with said BIDDER/SUPPLIER and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said BIDDER/SUPPLIER which under law relating to the sureties would but for provision have the effect of releasing the GUARANTOR.
3. STC shall have the right to recover the said sum of Rs. _____ (Rupees _____) from GUARANTOR in manner aforesaid and such rights shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said BIDDER /SUPPLIER and or that any dispute or dispute are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ (BIDDER's/ SUPPLIER's Name).
5. GUARANTOR'S liability under this guarantee is restricted to Rs _____ (Rupees _____). This guarantee shall remain in force until _____. Unless a demand under guarantee is made against GUARANTOR within the aforesaid date, all rights under the said guarantee shall be forfeited and GUARANTOR shall be relived and discharged from all liabilities there under.
6. GUARANTOR have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney Signature of a person duly
Authorized to sign on behalf of the bank

- The term „Bidder“ shall be applicable for the participants in the tender before finalization of contract for submission of Earnest Money Deposit and for all correspondence, while the term
- „SUPPLIER „shall be applicable for successful bidder to whom job shall be awarded and for deposit of Initial Security Deposit / Full security deposit as per tender conditions.