

स्टेट ट्रेडिंग कॉर्पोरेशन ऑफ इण्डिया लिमिटेड

(भारत सरकार का एक उपक्रम)

जवाहर व्यापार भवन, टॉलस्टॉय मार्ग, नई दिल्ली - 110001

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सामान्य आयात प्रभाग

(छठी मंजिल)

निविदा संख्या : एसटीसी/सीओ/एफजीआई/जीआईडी/01440T5/2017-18 दिनांक : 07.12.2017

THE STATE TRADING CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001

Website: www.stclimited.co.in, Email: co@stclimited.co.in

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GENERAL IMPORTS DIVISION

(6TH FLOOR)

TENDER NO.STC/CO/FGI/GID/01440T5/2017-18 dated 07.12.2017

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

We have a firm enquiry for import/supply of the below mentioned item(s) from our end user customer i.e. Chhattisgarh Police.

List of Weapons and Surveillance Equipments to be purchased for Chhattisgarh Police Headquarters

<u>Sr. No.</u>	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 pictary 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. 6. Length with Butt folded: less than 530 mm 7. Mass (unloaded): not more than 7 kg. 8. Mass (fully loaded): Mass unloaded + Six Grenade	100

	<p>9. Barrel length : not more than 230 mm. 10. Practical rate of fire not less than 12 11. Range for pin point target: 150 meters. 12. Effective range of area target: up to 350 meters. 13. Maximum range of fire: 400 meters. 14. Muzzle velocity (m/s): not less than 75. 15. Should be able to fire all types of 40x46 mm low velocity grenades. 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 b) Overall length - 300 mm. c) Mass (unloaded) - Normally more than 1.5 kg. d) Action: single shot reusable. e) Feed: single shot reusable. f) Practical rate of fire: 6 rounds per/min g) Sight: saddle sight aim point. h) Effective range: at pin point target up to 150 meters. i) effective range : at area target up to 350 meters . j) Muzzle velocity (m/s): 76. k) Should be able fit under the barrel of all variants of AK-47 rifles. l) The ammunition should be muzzle loaded & not breech loaded. m) The UBGL should be able to fire both types of grenades i.e. He grenade & target practice grenade.</p>	160
3	High Explosive (HE) 40 X 46 mm Round RLV-HEFJ with fragmentation Jump Grenades	5000
4	Target Practice Training (TPT) 40 X 46 mm Round with RLV-P Practise Grenades	1000
5	40 mm Round RLV-HEFJ with High Explosive (HE) fragmentation Jump Grenades	8000
6	40 mm Round RLV-P with Practice Grenades	1600

TERMS AND CONDITIONS

You are requested to submit your most competitive offer for supply of Weapons and Surveillance Equipments to Chhattisgarh Police Headquarters as per details at Sr. No. 11 below for the above products/ items. Bids against this e-tender shall be received only electronically through e-procurement portal of NIC (eprocure.gov.in/eprocure).

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

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

Any further corrigendum/ Addendum to the tender documents will be uploaded by STC only on websites www.stclimited.co.in or www.eprocure.gov.in and no press advertisement shall be published for the same. Therefore, please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly.

Your offer should include the following:-

- 1) FOR Chhattisgarh price as per Price Bid Format (Schedule E). The rates quoted must be for delivery at consignee stores anywhere in Chhattisgarh, including packing, forwarding, loading, transportation, insurance, unloading, stacking, and all incidental charges and taxes. Break-up of insurance, freight charges, Custom Clearance charges, Inland Insurance and Transportation Charges from port/ airport to Chhattisgarh shall be provided in the Price Bid. The other relevant documents shall be provided in the Techno-Commercial Part. In case of Imported Equipment, the documents for
 - (I) Authorization in favour of nominated custom clearing handling agent of the supplier, and
 - (II) Payment of import custom duty (if and as applicable) (upon receipt of copy of Bill of Entry filed with customs) shall be provided by STC.
- 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) in case of imported equipments.
- 3) **Delivery Schedule** – We need immediate deliveries and the delivery period should be clearly quoted in the offer.
- 4) **Payment terms** – We operate on 100% Wire 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 certificate of satisfactory pre-dispatch inspection report 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.

(A) For Imported Item –

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

- Complete set of Clean Airway Bill/ Bill of Lading and marked Freight Prepaid.
- Signed invoice in three copies giving letter of credit No., Order No. and date respectively.
- Certificate of satisfactory pre-delivery inspection of goods, at the manufacturer's premises, from the end-user department or their nominee
- Certificate issued by Chamber of Commerce or Equivalent Body in Duplicate showing origin of goods.
- Specification and Packing list – three copies.
- Manufacturer's guarantee/ warranty certificate (As per STC's order) – three copies.
- Certificate from the manufacturer to the effect that the goods conform to the manufacturers/ end-user/ STC's standards and are new and free from any latent or patent defects and are strictly as per Specifications mentioned in Tender No.STC/CO/FGI/GID/01440T5/2017-18 dated 07.12.2017.
- Insurance Policy/ Certificate one original and two copies.
- 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)/ Bill of Lading to buyer notifying the details of the AWB No./ BL No., Goods freighted, total invoice value, Name of the Airline/ Vessel, loading port / Airport and date of departure of flight/ vessel and expected time of its arrival at Indian Port/ Airport.
- Certificate by the seller that the freightment consists of complete requirement as per list of goods given in the Annexure-I enclosed with the order.
- Certificate from the seller that one set of non-negotiable documents mentioned above has been airmailed/couriered to STC and End-user department within 24 Hours of departure of the aircraft in addition to

one set of non-negotiable document sent through airlines to their counterparts at Indian Airport/ Port.

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.

(B) Payment for domestic supplies via wire transfer for 100% value will be available against presentation of the following documents.

- a. Signed and stamped invoice (Three original). Invoice shall be as per Annexure – I enclosed with our order.
- b. Certificate of satisfactory installation and commissioning as per Annexure “C” from the end-user department
- c. Specification and Packing List – Two copies.
- d. Authorized Dealers / suppliers guarantee certificate – Two Copies.

5) **Validity of Price** – Your offer to be valid for acceptance by us up to Six (6) months from the Tender opening date.

6) **Airport/Port of Shipment.**

7) **Supplier’s Bank Details**

8) **Warranty Period** – The equipments quoted for shall carry warranty for a period of one (1) year. The manufacturer shall have to provide after sales service, as and when required at a short notice. The Warranty period shall start only upon satisfactory Installation & Demonstration of the equipment at the respective end – user’s premises.

9) The detailed list of consumables and spares required for smooth functioning of the arms/goods shall also be submitted along with tender offer.

10) **Schedule of Tender :-**

a) Closing date & time for receipt of Offer : 05.01.2018 at 03.00 PM

b) Opening of Offers , Time & Date : 05.01.2018 at 03.30 PM

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

All Bidders are required to submit their item-wise offers in electronic mode only under Two bid system – Techno-Commercial Bid and Price Bid.

A). Techno-Commercial bids

Following documents are required to be submitted under Techno-Commercial bids:-

- a) Complete set of STC's E-Tender Document duly signed and stamped on each page as a token of your acceptance of all terms and conditions of tender without any deviation.
- b) Letter of Authority, in case the bid is being submitted by local agent of the foreign supplier, as per Schedule-A
- c) Earnest money deposit @ 2% of the offered price either in the form of bid bond in the form of bank guarantee (as per Schedule 'C') or demand draft in favour of The State Trading Corporation of India Limited, payable at New Delhi. No interest will be applicable on the EMD payments. Scanned copy of Bid bond/ demand draft shall be uploaded.
- d) 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.
- e) An undertaking/certificate on the letterhead of the company and signed by the authorised representative of the company 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 the quoted item details be submitted in original and the items if proprietary, a certificate to this effect may also be given.
- f) Copy of Purchase Orders previously placed for supply of quoted items.
- g) RTGS Bank detail
- h) Delivery Schedule
- i) Detailed technical specifications of the product/ item offered, duly accepted compliance statement of technical specifications and catalogue of items offered.
- j) Integrity Pact as per Schedule-D on plain paper signed and stamped by the Bidder and their witness.
- k) Certificate of no deviation.

B) The Price Bid should be as per the format attached. Offers having conditions/deviations are liable to be rejected at the sole discretion of STC. The Price Bids shall be opened only if the Techno Commercial Bid is found in order. The techno-commercial bid and price bid shall be valid for at least 6 months from the bid opening date.

C) The bidders may send the requisite EMD through Courier services but the same should reach STC office prior to tender closing date and time. The courier duly superscribing STC's tender no. STC/CO/FGI/GID/01440T5/2017-18 dtd. 07.12.2017 should be sent to Shri V.R.Vengatesan, Deputy General Manager, The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001.

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

1. The said equipments are to be offered with installation, supervision and complete training and manuals/ documents to operating staff.
2. Standard Products should be offered, be of latest model and meet international specifications and norms of safety, environment, pollution etc. Models and specifications should be clearly spelt out.
3. It is mandatory to enclose Product literature with the bids.
4. In case equivalent make/model/brand is offered, a comparative statement with the make/model/brand desired by customer should be enclosed with bid.
5. Options on the machine to be offered for one year comprehensive warranty (parts, travel and labour included).
6. Warranty/Guarantee on the item should be spelt out clearly.
7. 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.
8. Specifications are indicative, better specification may be offered as optional.
9. Names where ever mentioned are for reference purpose, equivalent or better specification/ brand may be offered.
10. List of essential spares and consumables should also be mentioned.

OTHER TERMS AND CONDITIONS

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

- B)** Any change in the constitution of the firm/ company etc. shall be notified forthwith in writing to the purchase officer and such change shall not relieve any former member of the firm etc. from any liability under the contract.

No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms and conditions and will provide a modified/ amended partnership deed to this effect to the purchase officer.

- X)** 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.
- Δ)** All offers shall be submitted along with an Earnest Money Deposit (EMD) @ 2% of offered price in the form of Bid bond (Schedule 'C') / demand draft. 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- Bid Bond/ demand draft is to be placed in a sealed envelope along with a covering letter duly superscribing the Tender No., item & Name of item addressed to The Deputy General Manager (Marketing), General Imports Division, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 and dropped in the Tender Box placed conspicuously on the Ground Floor of STC of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi -110001 before tender closing date and time.

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

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

Forfeiture of earnest money: - The earnest money will be forfeited in the following cases:

- When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.

- When tenderer does not execute the agreement if any, prescribed within the specified time.
 - When the tenderer does not deposit the security money after the supply order is given.
 - When the tenderer fails to commence the supply of the items as per supply order within the prescribed time
 - Any other act of the bidder rendering the terms of this tender unenforceable or no-operative or leading to breach of confi relations.
- E)** The Price Bids of the Tenderers whose Technical Bids are approved shall be opened subsequently.
- Φ)** Upon award of the Tender/Order to the successful bidder, a Performance Guarantee shall be furnished by the successful bidder for due and satisfactory performance of the Contract equivalent to 10% of the order value in the form of bank guarantee and performance of the Contract, **valid up to the guarantee period** of the equipment. The Performance Guarantee shall be in the prescribed format as per Schedule B enclosed in favour of end-user department through a Nationalized Bank in India. The Performance Guarantee shall be furnished within 15 working days of the date of receipt of order.

Forfeiture of Performance Guarantee:- Performance Guarantee may be forfeited in the following cases :-

- When any terms and conditions of the contract are breached.
 - When the tenderer fails to make complete supply satisfactorily.
- Γ)** The offers received (other than conditional offers), shall be forwarded to the end-user department for their evaluation after opening of bid(s).
- H)** The bidders are also requested to kindly give the details of after sales service arrangements in India. The name of the 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.
- I)** The participating tenderers shall sign and stamp each page of the e-tender document as a 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 accepted, shall be summarily rejected.**

9) Trial & Evaluation Process of Items :

As a part of Technical Evaluation Process the Tender Participants may be required to make Physical Demonstration of their Products / Items, explaining the key features to Special Task Force of Chhattisgarh Police at Badhera, Durg,

Chhattisgarh who shall be further undertaking Testing, Physical Firing with the products in order to evaluate the product performance.

K) INTEGRITY PACT:

(a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Schedule-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 Shri Kaushlesh K Sinha and Shri Bibhuti Bhusana Mishra. 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.

A) 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/CO/FGI/GID/01440T5/2017-18 dated 07.12.2017 is in total conformity with tender terms & conditions including special instructions and specifications without any deviation, whatsoever. We hereby agree to abide by the same for the fulfillment of the contract.

Name :

Designation :

Signature of the bidder :

Place :

Date:

Seal of the bidder :

- M) In case of delay in supplies beyond the quoted delivery period, liquidated damages to the extent of 0.5% of the cost of the delayed supplies per week is applicable, subject to a maximum of 10%, wherein a delay of more than Four (4) days shall be considered to be one full week. Beyond this period, we reserve the right to either extend further or to cancel the contract.
- N) In view of the implementation of GST, all the statutory requirements shall be complied with, in due course.
- O) Without any protests or demur, supplier shall always keep STC and its directors, officials, branches etc fully indemnified and agrees to hold STC and its directors, officials, branches etc 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 tender by the Successful bidder, its agents, or representatives under this e-tender or under the applicable laws of India. The supplier shall keep STC and its directors, officers, branches etc indemnified at all times against any claims/liabilities/proceedings, etc. from any third party or otherwise arising out/or in connection with this Tender.

The applicant will indemnify STC of all legal/ other obligations of its professional/ employees deployed for STC work. STC also stands absolved of any liability on account of fraud of breach of trust caused by the applicant employees deployed for the performance of work and also for any damages or compensation due to any dispute between the firm/ company and its employees. STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party or Firm/ company deployed employees. The applicant also undertakes to keep STC harmless and indemnified from any loss or cost resultant from any decree obtained against the firm having tendency to be enforced against the STC. Also, the STC shall be indemnified, from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of Applicant, to the extent of cost/ legal expenses/ interest imposed upon.

- II) 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.

- Ⓜ) STC reserves the right to cancel this tender in totality without assigning any reason at any point of time. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the tender.
- P) STC reserves the right not to accept the lowest or any bids. Also, STC reserves the right to (a) issue written amendments to this EOI, including varying the specified requirements; and (b) suspend or cancel this process, in whole or in part, at any stage prior to completion of contract negotiations, without incurring any liability, (c) accept or decline any or all responses; (d) not to give any reason for rejection of any respondent or response, or for any suspension or cancellation of this process; (e) select or shortlist of any number of responses on any basis and enter into negotiations with any shortlisted applicants; (f) alter any date or time in the process.
- Σ) Any dispute or difference whatsoever, arising between the parties out of or relating to the construction, meaning, operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the award made in pursuance thereof shall be binding on the parties.
- T) 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.
- Y) This Expression of Interest will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between Parties shall be adjudicated/ resolved or be filed before the courts/ tribunals/ forums situated in Delhi which shall have the exclusive jurisdiction, to such disputes.
- ς) No sub-contracting by the applicant shall be accepted. Any sub-contracting shall be treated as breach of the terms and conditions of this agreement, as the consequence of which the security deposit, if any, shall be forfeited in addition to right of termination of the contractual relations with such applicant at the sole discretion of STC.
- Ω) All Expression of Interest documents will become the property of STC upon submission. Where the applicant believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect the Applicant's business affairs, notice is to be given at

the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable, STC will give effect to the applicant's stated wishes, and requests for access to such information will be determined under the RTI Act.

Ε) All terms and conditions of contract of STC with end user department will Mutatis Mutandis apply to the successful bidder.

Ψ) Force Majeure :

- α) "If at any time during the existence of this tender either party is unable to perform in whole or in part any obligation under the order because of war, hostility, civil commotion, sabotage, quarantines restrictions acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- β) Any waiver/ extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.
- χ) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- δ) The party which is unable to fulfill its engagements under the present contract/ tender must within 15 (fifteen) days of occurrence of any of the causes mentioned in this clause, shall inform the other party of the existence of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.

Z) Fall clause :

(i) The prices offered under the tender by the bidder shall in no event exceed the lowest price at which bidder sells the items of identical specification to any person/ organization.

(ii) If during the said period, the bidder reduces the offered price, sells or offers to sell such items to any person/ organization at a price lower than the price offered under the tender, it shall forthwith notify such reduction or offer of sale to the STC and the price payable under the contract for the items shall stand corresponding reduced.

AA) STC may ask the bidders to submit any or all the documents in original submitted as part of their online bid anytime during the bid process.

BB) Submission of bids :-

a) Bids against this tender shall be received only electronically through the e-procurement portal of NIC (eprocure.gov.in). No bids shall be accepted in hard copy or in any other form.

b) For submission of bids, bidders are required to get themselves registered with eprocure.gov.in website using Class II/ Class III Digital signature certificate.

c) Earnest money deposit (EMD) must reach STC before last date and time of bid submission.

d) A bidder may modify, substitute or withdraw its e-bid after submission before the last date and time of bid submission. No bids shall be modified, substituted o.r withdrawn by the bidder on or after the last date and time of bid submission.

e) STC may ask the bidders to submit any or all the documents in original submitted as part of their online bid anytime during the bid process.

f) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/ re-submit digitally signed modified bid.

g) 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 at 0120-4200462, 0120-4001002 or 91 8826246593, Email : support-eproc@nic.in or STC at 011-2346 2129/2106.

V.R. VENGATESAN

**DEPUTY GENERAL MANAGER
Direct Tele No. – 23462353**

नियम और शर्तें

आपसे अनुरोध है कि छत्तीसगढ़ पुलिस हेडक्वार्टर्स को हथियार और निगरानी उपकरणों की आपूर्ति हेतु अपनी सर्वाधिक प्रतिस्पर्धात्मक ऑफर्स नीचे क्रम संख्या 11 में दिए गए विवरण के अनुसार प्रस्तुत करें | निविदा के तहत बोलियाँ एनआईसी के ई-प्रोक्योरमेंट पोर्टल के द्वारा केवल इलेक्ट्रॉनिक रूप में ही स्वीकार की जाएँगी |

“कोई भी बोली हार्ड कॉपी या किसी अन्य रूप में स्वीकृत नहीं होगी।”

अधिक जानकारी के लिए कृपया www.stclimited.co.in या www.eprocure.gov.in वेबसाइट्स विजिट करें | रुचि बोलिदाताओं को निर्धारित प्रारूप के अनुसार ज़रूरी दस्तावेज़ और सुचना भरते हुए बोलिया ऑनलाइन एनआईसी के ईप्रोक्योरमेंट पोर्टल द्वारा भरनी होंगी |

यदि भविष्य में निविदा दस्तावेज़ों में कोई भी शुधिपत्र/ परिशिष्ट हो, उसे एसटीसी द्वारा www.stclimited.co.in एवं www.eprocure.gov.in वेबसाइट्स पर ही अपलोड किया जायेगा और कोई प्रेस विज्ञापन नहीं दिया जायेगा | इसलिए कृपया हमारी वेबसाइट्स का मुयायना किसी प्रकार के भी शुधिपत्र/ परिशिष्ट की जानकारी के लिए करते रहें और बोली दस्तावेज़ों को तदनुसार प्रस्तुत करें |

आपकी ऑफर में निम्नलिखित शामिल होने चाहिए:-

1. एफओआर छत्तीसगढ़ मूल्य बोली प्रारूप के अनुसार | उद्धरित दरें छत्तीसगढ़ प्रदेश में कहीं भी परेषिती के स्टोर में पैकिंग, फारवर्डड, लोडिंग, परिवहन, बीमा, दुलाई, स्टेकिंग और सभी आकस्मिक प्रभारों, चुंगी व करों सहित डिलीवरी हेतु होनी चाहिए | बीमा, भाडा, कस्टम क्लीयरेंस शुल्क, अंतर्देशीये बीमा और परिवहन शुल्क का ब्यौरा मूल्य बोली में प्रदान करना होगा | अन्य सभी दस्तावेज़ों को वाणज्यिक निविदा में उपलब्ध कराना होगा | आयातित उपकरणों के सम्बन्ध में,

- (1) आपूर्तिकर्ता के नामांकित हैंडलिंग एजेंट के पक्ष में कस्टम क्लीयरेंस प्राधिकार पत्र, एवं
- (2) आयात सीमा शुल्क का भुगतान (जो भी लागू हो) (कस्टम में दर्ज प्रवेश पत्र बिल ऑफ एंट्री की प्रति की प्राप्ति पर) एसटीसी द्वारा दिया जाएगा ।

2. आयातित उपकरणों के सन्दर्भ में उद्गम देश (यह निर्यातक देश के चैम्बर ऑफ कॉमर्स द्वारा सही प्रकार से समर्थित हो जो माल के पोत-लदान के समय प्रस्तुत किया जाए) |

3. डिलीवरी कार्यक्रम - तत्काल डिलीवरी की आवश्यकता है | डिलीवरी अवधि स्पष्ट

रूप से उद्धरण में उल्लेखित होनी चाहिए |

4. भुगतान शर्तें- हम 100% वायर ट्रान्सफर/ लैटर ऑफ़ क्रेडिट (एलसी) पर कार्य करते हैं। एलसी के मामले में, एलसी 100% आदेश मूल्य के लिए स्थापित किया जाएगा और 90% भुगतान, माल की रवानगी से संबंधित दस्तावेज प्रस्तुत करने के खिलाफ एवं पूर्व प्रेषण निरीक्षण के संतोषजनक प्रमाण पत्र की प्राप्ति के बाद किया जायेगा और बाकि 10% भुगतान अंत उपयोगकर्ता विभाग के परिसर में माल की संतोषजनक स्थापना / प्रदर्शन और उन्ही के द्वारा जारी प्रमाण पत्र की प्राप्ति के बाद देय होगा | एलसी के मामले में, भारत के बाहर देय (एलसी पुष्टि शुल्क सहित) सभी बैंक शुल्क विक्रेता के खाते से किया जाएगा | पूर्व प्रेषण निरीक्षण अंत उपयोगकर्ता विभाग या उनके नामांकित व्यक्ति द्वारा निर्माता के गोदाम पर किया जायेगा |

(i) आयातित मद के लिए

90% (नब्बे प्रतिशत) भुगतान निम्नलिखित दस्तावेजों की प्रस्तुति उपरांत और साक्ष्य लदान का सबूत पर उपलब्ध होगा

- α) क्लीन एयरवे बिल/ बिल ऑफ़ लैंडिंग का पूरा सेट और चिह्नित फ्रेट प्रीपेड।
- β) तीन प्रतियों में हस्ताक्षरित चालान क्रेडिट नंबर, आदेश संख्या और तारीख के साथ
- χ) अंत उपयोगकर्ता विभाग या उनके नामांकित व्यक्ति द्वारा समर्पित पूर्व प्रेषण निरीक्षण का प्रमाण पत्र |
- δ) दो प्रतियों में वाणिज्य चेंबर या समतुल्य विभाग के द्वारा जारी किए गए सर्टिफिकेट ऑफ़ ओरिजिन।
- ε) विशिष्टता और सामान की सूची - तीन प्रतियां।
- φ) निर्माता का गारंटी प्रमाण पत्र - तीन प्रतियां (एसटीसी के आदेश के अनुसार)
- γ) निर्माता से प्रमाण पत्र की वस्तुए निर्माताओं के मानकों के अनुरूप है और नयी है और किसी भी अव्यक्त या पेटेंट दोषों से मुक्त हैं और निविदा संख्या एसटीसी/सीओ/एफजीआई/जीआईडी/01440टी5/2017-18 दिनांक: 07/12/2017 में उल्लेख किया विनिर्देशों के अनुसार हैं |
- η) बीमा पॉलिसी / सर्टिफिकेट - एक मूल और दो प्रतियां |
- ι) विक्रेता द्वारा एयरवे बिल/ बिल ऑफ़ लैंडिंग के जारी करने

के 24 घंटे के भीतर भेजे गये फैंक्स की प्रति जिसमे एयरवे बिल/ बिल ऑफ़ लैडिंग की जानकारी, भेजे गए माल, कूल चालान मूल्य, एयरलाइन/ वेसल का नाम, लोडिंग पोर्ट/ एयरपोर्ट और प्रस्थान की तारीख और भारतीय हवाई अड्डा/ बंदरगाह पर आने का समय दिया गया हो.

- φ) विक्रेता द्वारा प्रमाणपत्र की माल सूचि के अनुसार सभी आवश्यकता पूरी करते हैं जो की अनुलग्नक - 1 में दी गयी है जो कि आर्डर के साथ संलग्न है.
- κ) विक्रेता से प्रमाण की (1) से (10) के तहत उल्लेख अपरक्राम्य दस्तावेजों का एक सेट विमान के प्रस्थान के बाद 24 घंटे के भीतर एसटीसी और अंत उपयोगकर्ता विभाग को एयर मेल / कूरियर कर दिया गया है । इसके अलावा अपरक्राम्य दस्तावेज़ का एक सेट भारतीय हवाई अड्डा/ बंदरगाह में भी भिजवाया गया है ।

शेष 10% (10 प्रतिशत) राशी अंतिम-उपयोगकर्ता विभाग से भारत में निर्माता के परिसर में माल की संतोषजनक स्थापना/ प्रदर्शन के प्रमाण पत्र की प्राप्ति पर की जाएगी ।

(ii) 100 प्रतिशत मूल्य का भुगतान वायर अंतरण हेतु निम्नलिखित कागजातों को प्रस्तुत करने पर उपलब्ध होगा-

- (α) हस्ताक्षरित और मुद्रांकित बीजक की तीन प्रतियाँ जिसमे आर्डर संख्या और तारीख शामिल हो। बीजक हमारे आदेश के साथ संलग्न अनुलग्नक -1 के अनुसार होगा ।
- (β) संतोषजनक स्थापना और चालू होने का प्रमाणपत्र अनुबंध 'C' के हिसाब से
- (γ) विनिर्देश और पैकिंग सूची - 2 प्रतियाँ।
- (δ) प्राधिकृत डीलर / आपूर्तिकर्ता का गारंटी प्रमाणपत्र-2 प्रतियाँ।

5. कीमत की वैधता - निविदा खुलने की तारीख के 6 महीनों तक हमारे द्वारा स्वीकृति के लिए वैध होगी ।

6. हवाई अड्डे/ बंदरगाह का तटबंध

7. आपूर्तिकर्ता के बैंक का विवरण

8. गारंटी अवधि - उद्धृत उपकरण की गारंटी एक वर्ष के लिए होनी चाहिए । उत्पादक को बिक्री के बाद की सर्विस जब भी आवश्यक हो, अल्प अवधि सूचना पर प्रदान करनी होगी । वारंटी अवधि केवल संबंधित अंतिम प्रयोक्ता के परिसर में उपकरण

के संतोषजनक स्थापना एवं प्रदर्शन के पश्चात ही प्रारंभ होगी ।

9. उपकरण के सही प्रचालन हेतु निविदाकर्ता को अपेक्षित उपभोग्य और कलपुर्जों की एक विस्तृत सूचि और भी ऑफर के साथ प्रस्तुत करनी होगी ।

10. निविदा कार्यक्रम :-

ऑफर प्राप्त करने की अंतिम तारीख व समय : दिनांक 05/01/2018 दोपहर 3:00 बजे

ऑफर खुलने का समय और तारीख : दिनांक 05/01/2018 दोपहर 3:30 बजे

11. दो निविदा प्रणाली के अधीन आमंत्रित ऑफर

सभी निविदाकर्ताओं को अपनी ऑफर मदवार दो कवर यानि- वाणिज्यिक निविदा और मूल्य निविदा में देनी होगी ।

अ). "वाणिज्यिक निविदा में निम्नलिखित दस्तावेज़ चाहिए :-

- (i) एसटीसी की निविदा दस्तावेज़ 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 ।
- (ii) प्राधिकरण पत्र, अनुसूची - ए प्रति के रूप में, यदि बोली विदेशी आपूर्तिकर्ता के स्थानीय एजेंट के द्वारा प्रस्तुत की जा रही है तो ।
- (iii) धरोहर राशि जमा के रूप में मदों की कुल लागत के दो प्रतिशत का एक डिमांड ड्राफ्ट या बिड बांड बैंक गारंटी के रूप में । डिमांड ड्राफ्ट द एसटीसी ऑफ़ इंडिया लिमिटेड, नई दिल्ली के पक्ष में होना चाहिए । ईएमडी के भुगतान पर कोई ब्याज देय नहीं होगा । ईएमडी की स्कैन्ड प्रति को अपलोड करना होगा ।
- (iv) 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 ।

- (v) एक उपक्रम / प्रमाण पत्र यह बताते हुए कि उद्धृत दरें देश (भारत) के सभी सरकारी संस्थाओं के लिए एक समान है | 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 |
- (vi) उद्धृत वस्तु के लिए पूर्व में स्थापित खरीद आदेश |
- (vii) आरटीजीएस के लिए बैंक अकाउंट का विवरण |
- (viii) वितरण कार्यक्रम
- (ix) प्रस्तुत उत्पाद/ मद विस्तृत की तकनीकी विशिष्टताएँ, अनुपालन कथन और वस्तुओं की सूची ।
- (x) सादे कागज पर अनुसूची -डी के रूप में सत्यनिष्ठा समझौता, बोलीदाता और उनके गवाह के अधिकृत व्यक्ति द्वारा हस्ताक्षर और मुहर लगी हुई
- (xi) कोई विचलन न होने का प्रमाण पत्र |

आ) मूल्य निविदा संलग्नित प्रारूप के अनुसार होने चाहिए |शर्त/विचलन वाले ऑफर एसटीसी के स्व विवेक पर रद्द किये जा सकते हैं । आपकी मूल्य निविदाएँ केवल तभी खोली जाएंगी यदि आपकी वाणज्यिक निविदा सही पाई गई हो । आपकी टेक्नो कमर्शियल और प्राइस बिड, निविदा खुलने की तारीख से कम से कम 6माह के लिए वैध होंगी ।

इ) बोलिदाता अपेक्षित ईएमडी संदेशवाहक सेवाओं से भेज सकते हैं लेकिन ईएमडी निविदा खुलने की तारीख व समय से पूर्व एसटीसी के ऑफिस पहुँच जानी चाहिए संदेशवाहक के पत्र पर एसटीसी की सन्दर्भ संख्या एसटीसी/सीओ/एफजीआई/जीआईडी/01440टी5/2017-18 दिनांक 07.12.2017 लिखा होना चाहिए और इसे श्री वी.आर.वेंगाटेसन, उप महा प्रबंधक, द स्टेट ट्रेडिंग कारपोरेशन ऑफ इंडिया लिमिटेड, जवाहर व्यापार भवन, टॉलस्टॉय मार्ग, नई

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

- 1) यह उपकरण स्थापना, पर्यवेक्षण और प्रचालन स्टाँफ को पूर्ण प्रशिक्षण के साथ ऑफर किए जाएंगे ।
- 2) मानक उत्पाद ऑफर होने चाहिए जो कि नवीनतम मॉडल के हो और अन्तरराष्ट्रीय विनिर्देशनों तथा सुरक्षा, पर्यावरण, प्रदूषण आदि की शर्तों को पूरा करते हों । मॉडल और विनिर्देशन स्पष्ट रूप से बताए जाने चाहिए ।
- 3) यह आवश्यक है कि निविदाओं के साथ उत्पाद का विवरण संलग्न किया जाए ।
- 4) यदि उपकरण के तुलनात्मक 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 ।
- 5) इस मशीन हेतु विकल्प एक वर्ष की वृहद वारंटी के साथ (कलपुर्जो, यात्रा और श्रम सहित) ऑफर किए जाएंगे ।
- 6) मद पर वारंटी / गारंटी स्पष्ट रूप से बतायी जानी चाहिए ।
- 7) भारत में / कार्यालय पर सेवा व्यवस्था का बोली में स्पष्ट रूप से उल्लेख किया जाना चाहिए । उपकरण/मशीन हेतु ऑफर की गयी कीमत में शामिल की गयी इसी प्रकार की सेवाओं का उल्लेख किया जाना चाहिए ।
- 8) विनिर्देशन सांकेतिक हैं । विकल्प के तौर पर इनसे बेहतर विनिर्देशन ऑफर किए जा सकते हैं ।
- 9) नाम जहाँ कहीं भी उल्लेखित हैं, संदर्भ उद्देश्य हेतु है, समकक्ष या बेहतर विनिर्देशन / ब्रांड हेतु ऑफर किए जा सकते हैं ।
- 10) आवश्यक कलपुर्जो और उपभोग्य सामग्री की सूची का उल्लेख किया जाना चाहिए ।

अन्य निबंधन एवं शर्तें

1. एसटीसी की कॉर्पोरेट नीति के सम्बन्ध में, मुख्य निर्माता/ आपूर्तिकर्ता या उनके प्राधिकृत एजेंट्स की ऑफर्स पर उनके मुख्य निर्माता/ आपूर्तिकर्ता

द्वारा निविदा विशिष्ट प्राधिकार अनुबंध 'ए' अनुसार होने पर ही विचार किया जायेगा | अन्यथा प्रस्तुत की गयी ऑफर्स को रद्द कर दिया जायेगा।

2. फर्म के संविधान में किसी परिवर्तन की सूचना खरीद अधिकारी को ठेकेदार द्वारा लिखित में तत्काल दी जाएगी तथा इस प्रकार के परिवर्तन में फर्म के किसी भूतपूर्व सदस्य को संविधा के अधीन किसी प्रकार की देयता से छूट नहीं होगी |

संविदा के मामले में ठेकेदार द्वारा फर्म में कोई नया साझेदार / हिस्सेदार स्वीकार नहीं किया जायेगा जब तक कि वे इसकी सभी शर्तों और नियमों के अनुपालन से सहमत नहीं हो जाते हैं तथा उन्हें इस आशय का एक लिखित करार खरीद अधिकारी को देना होगा | पावती हेतु ठेकेदारों की रसीद या किसी भी साझेदार की तदन्तर स्वीकृत की जाएगी जो उन्हें एकसूत्र में बांधेंगे तथा संविदा के उद्देश्य हेतु कार्य करने के लिए पर्याप्त होंगे |

3. आयातित उपकरण के मामले में प्राधिकृत एजेंट विदेशी मुद्रा में उनके मुख्य निर्माताओं के लिए और उनकी ओर से कीमतें उद्धरत कर सकते हैं | तदनुसार एसटीसी आदेश प्रदान करने पर मुख्य निर्माता के साथ प्रत्यक्ष करार करेगा |

4. सभी ऑफर्स उद्धित मूल्य की 2 प्रतिशत धरोहर जमा राशी (ईएमडी) के साथ जमा करने हैं, जो कि बिड बांड (अनुबंध सी) या फिर डिमांड ड्राफ्ट के रूप में हो | तथापि सुविधा के लिए विदेशी आपूर्तिकर्ता यदि चाहे तो समकक्ष भारतीय मुद्रा में अपने भारतीय एजेंट्स के माध्यम से अपेक्षित ईएमडी जमा कर सकते हैं | ईएमडी - बिड बांड/ डिमांड ड्राफ्ट ट्रान्सफर की कॉपी को मोहर्बंध लिफाफे जिसमें निविदा संख्या, मद संख्या उल्लेखित हो जो कि डिप्टी जनरल मनेजर (विपणन), जनरल इम्पोर्ट्स डिवीज़न, स्टेट ट्रेडिंग कारपोरेशन, टॉलस्टॉय मार्ग, नयी दिल्ली-110001 को संबोधित हो को, स्टेट ट्रेडिंग कारपोरेशन, टॉलस्टॉय मार्ग, नयी दिल्ली-110001 के भूतल तल में रखे निविदा बक्से में निविदा बंद होने की तारीख व समय से पूर्व डालना होगा |

एमएसई को ईएमडी भुगतान से छूट - यदि बोली लगाने वाला माइक्रो या लघु उद्यम से सम्बंधित है, तो उसे सम्बंधित पंजीकरण प्रमाणपत्र जमा करना अनिवार्य है | यदि एमएसई का मालिक एससी या एसटी व्यवसायी है, तो उसे यह अपनी ऑफर में जहाँ भी लागू हो, उसका संकेत देना होगा | वे एमएसई जो

पंजीकरण का मान्य प्रमाणपत्र जमा करता है, उसको ईएमडी जमा करने से छूट दी जाएगी | यदि एमएसई द्वारा तयशुदा मूल्य एल-1 + 15% मूल्य के अन्दर ही रहता है और एल-1 एमएसई नहीं है तो, उसे एल-1 मूल्य को बराबर करने का और 20% मात्रा तक आपूर्ति करने का मौका दिया जायेगा | यदि एल-1 + 15% मूल्य के भीतर दो या उससे अधिक एमएसई निविदाकर्ता हैं, तो एल-1 को बराबर करने का मौका देना एसटीसी पे निर्भर करता है |

वे माइक्रो या लघु उद्यम (एमएसई) जो वैध पंजीकरण का प्रमाण पत्र प्रस्तुत करते हैं, उन्हें ईएमडी भुगतान से छूट केवल तभी मिलेगा यदि वे प्रस्तुत किये गए आइटम के उत्पादक हो |

धरोहर जमा राशि ज़ब्त करना- निम्नलिखित मामलों में धरोहर जमा राशि ज़ब्त कर ली जाएगी |

क. जब निविदाकर्ता निविदा खुलने के पश्चात् लेकिन स्वीकृति से पहले अपनी ऑफर से पीछे हटता है या उसमें संशोधन करता है |

ख. जब निविदाकर्ता निर्धारित समय के अंदर निर्धारित करार का निष्पादन नहीं करता है।

ग. जब निविदाकर्ता आपूर्ति आदेश दिए जाने के बाद सुरक्षा राशि जमा नहीं करता है |

घ. जब वह निर्धारित समय पर आपूर्ति आदेश के अनुसार, मर्दों की आपूर्ति करने में असमर्थ रहता है |

5. निविदाकर्ता जिनकी तकनीकी निविदाएं स्वीकृत हो, उन्ही की मूल्य बोलियाँ खोली जाएँगी |

6. सफल निविदाकर्ता को निविदा/ आर्डर देने पर कीमत के 10% के बराबर भारतीय मुद्रा में और उपकरण के गारंटी अवधी तक वैध संविधा 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 | निष्पादन गारंटी आर्डर प्राप्ति के 15 दिन के भीतर प्रस्तुत करनी होगी |

निष्पादन बैंक गारंटी ज़प्त करना :- निष्पादन बैंक गारंटी को निम्नलिखित मामलों में ज़प्त किया जा सकता है -

- जब कॉन्ट्रैक्ट की नियम और शर्तों का उल्लंघन हो |
 - जब निविदाकर्ता सफलतापूर्वक पूरी आपूर्ति करने में असफल रहता है।
- 7. निविदाएँ खुलने के पश्चात प्राप्त ऑफर्स को अंतिम प्रयोक्ता विभाग के पास उनके मूल्यांकन हेतु अग्रेषित कर दिया जाएगा ।
- 8. आप से अनुरोध है कि भारत में स्थित आफ्टर सेल्स सर्विसेज की जानकारी का विवरण देना होगा | भारत में सर्विस अधिकारी का नाम, पता एवं संपर्क संख्या को भी एसटीसी को सूचित करना होगा ताकि उसे अंत उपयोगकर्ता को सूचित किया जा सके |
- 9. भाग लेने वाले निविदाकर्ता एसटीसी की निविदा की शर्तों को बिना शर्त और असंदिग्ध रूप से स्वीकारते हुए निविदा कागजात के प्रत्येक पृष्ठ पर मोहर सहित हस्ताक्षर करेंगे और इस ऑफर (तकनीकी निविदा) के साथ प्रस्तुत करेंगे | एसटीसी की निविदा शर्तों को उपयुक्त रूप से स्वीकार न करने वाले ऑफर एकदम निरस्त कर दिए जायेंगे |
- 10. उपकरणों के परीक्षण को आंकने की प्रक्रिया : तकनीकी मूल्यांकन की प्रक्रिया के भाग के रूप में टेंडर प्रतिभागियों को अपने उपकरणों का फिजिकल प्रदर्शन छत्तीसगढ़ पुलिस को करना होगा, जिसमें उपकरणों की प्रमुख विशेषताएं का ब्यौरा छत्तीसगढ़ पुलिस के स्पेशल टास्क फोर्स को बुधरा, दुर्ग, छत्तीसगढ़ में देना होगा जो तदोपरांत उन उपकरणों का परीक्षण एवं प्रदर्शन का मूल्यांकन करेंगे |

11. सत्यनिष्ठा समझौता

- 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 D में संलग्न है। आईपी के एक डाउनलोड योग्य प्रारूप लिंक [http: //www.stc.gov.in/corporatecommitments/Integrity-pact.aspx](http://www.stc.gov.in/corporatecommitments/Integrity-pact.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 |
- आईपी एक सादे कागज पर होनी चाहिए और प्रत्येक पृष्ठ पर विधिवत बोली
- बोलीदाता द्वारा किसी भी बोली को जो विधिवत हस्ताक्षरित आईपी के साथ नहीं होगी सरसरी तौर पर अस्वीकार कर दिया जाएगा |

- 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।
- इस निविदा के लिए स्वतंत्र बाहरी मॉनिटर (आईईएम) श्री कौश्लेश के सिन्हा और श्री बिभूति भुसाना मिश्रा होंगे। आईपी के कार्यान्वयन के संबंध में सभी पत्राचार को उन्हें संबोधित किया जाना चाहिए: श्री (आईईएम का नाम) , आईईएम , C/O अध्यक्ष एवं प्रबंध निदेशक, स्टेट ट्रेडिंग कॉरपोरेशन इंडिया लिमिटेड, जवाहर व्यापार भवन, टालस्टाय मार्ग, नई दिल्ली-110 001।

12. किसी प्रकार का विचलन स्वीकार नहीं किया जाएगा । निविदाकर्ता को निम्नलिखित प्रमाणपत्र पर सही प्रकार से हस्ताक्षर करते हुए और मुहर लगाते हुए उसे प्रमाणित करना होगा।

प्रमाणपत्र

प्रमाणित किया जाता है कि निविदा सं.- एसटीसी/सीओ/एफजीआई/जीआईडी/01440T5/2017-18 दिनांक : 07/12/2017 पर संलग्न ऑफर निविदा शर्तों और निबंधनों सहित विशिष्ट अनुदेशों और विनिर्देशनों की संपूर्ण पुष्टि में है जिनमें कोई विचलन नहीं है । हम अनुबंध की पूर्ती के लिए इसको मानते है ।

नाम :

पदनाम :

निविदाकर्ता के हस्ताक्षर :

स्थान :

तारीख :

कंपनी की मुहर :

13. यदि आपूर्ति में उद्धरित डिलीवरी अवधि से परे, विलम्ब होता है, तो आपूर्तिकरता को 0.5% प्रति सप्ताह (अधिकतम रूप से 10 प्रतिशत) के अनुसार, क्षति का भुगतान करना होगा, जहाँ की चार से अधिक दिनों की देरी को 1 पूरा सप्ताह माना जायेगा । इस अवधि के पार हमें संविदा को आगे बढ़ाने या रद्द करने का अधिकार है।

14. जीएसटी के कार्यान्वयन के दृष्टिकोण से, सभी वैधानिक आवश्यकताओं का पालन

करना होगा |

15. 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/कार्रवाइयों 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 ।

16. 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 ।

17. इस निविदा को किसी भी समय बिना कोई कारण बताए रद्द करने का अधिकार एसटीसी के पास सुरक्षित है ।

18. 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 ।

19. 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 ।

20. एसटीसी के साथ अंतिम प्रयोक्ता विभाग के सभी निबंधन और शर्तें आवश्यक परिवर्तन सहित सफल निविदाकर्ता पर लागू होंगी ।

21. फौल क्लॉज़ -

- किसी भी सूरत में निविदाकर्ता द्वारा ऑफर किया गया मूल्य उस मूल्य से अधिक नहीं होना चाहिए जिसे उसने किसी और व्यक्ति / संस्था को बेचा है।
- इस अवधि में यदि निविदाकर्ता अपना ऑफर किया गया मूल्य कम करता है या किसी और संस्था/ व्यक्ति को उससे कम मूल्य में बेचता है तो इस गिरावट को एसटीसी को सूचित करेगा एवं उपकरण की आपूर्ति इसी गिरावट वाले मूल्य पर करेगा।

22. बोलियों की प्रस्तुति

- a) इस निविदा पर बिड्स एनआईसी (eprocure.gov.in) के ई-प्रोक्योरमेंट पोर्टल के माध्यम से केवल इलेक्ट्रॉनिक रूप में ही प्राप्त की जाएंगी | हार्ड कॉपी या किसी अन्य रूप में कोई बिड्स स्वीकृत नहीं होगी |
- b) बिड्स जमा करने के लिए, निविदाकर्ताओं से अपेक्षा है कि वे वर्ग II/ वर्ग III डिजिटल हताक्षर प्रमाणपत्र प्रयोग करते हुए eprocure.gov.in वेबसाइट में स्वयं को पंजीकृत कराएं |
- c) धरोहर जमा राशि (ईएमडी) एसटीसी के पास बिड जमा होने की अंतिम तिथि और समय से पहले पहुँच जानी चाहिए |
- d) निविदाकर्ताओं से अपेक्षा है कि वे तकनीकी निविदा की सॉफ्ट कॉपी अपलोड करें एवं वित्तीय निविदा को मानक बीओक्यू के तहत जमा करें |
- e) निविदाकर्ता बिड जमा करने की अंतिम तिथि और समय से पहले, अपनी ई बिड जमा करने के बाद परिवर्तित कर सकता सकता है, विकल्प दे सकता है या वापिस के सकता है | बोली प्रस्तुत करने की अंतिम तारीख और समय के उपरान्त किसी बोली को संशोधित, या वापिस नहीं लिया जायेगा |
- f) एसटीसी सभी निविदाकर्ताओं से बिड प्रक्रिया के दौरान किसी भी समय उनकी ऑनलाइन बिड के भाग के रूप में जमा किये गए किसी या सभी मूल

कागजातों को जमा करने के लिए कह सकता है |

- g) ई बिड्स के परिवर्तन हेतु निविदाकर्ता को ई टेंडरिंग पोर्टल से अपने पुराने प्रस्ताव को हटाना है और डिजिटल रूप से हस्ताक्षरित परिवर्तित बिड को अपलोड/ पुनः जमा करना है

वी आर वेंकटेशन

उप महाप्रबंधक (विपणन)

प्रत्यक्ष टेलीफोन नंबर 23462353

नई दिल्ली

UNDERTAKING TO BE SUBMITTED BY PRINCIPAL MANUFACTURER / DISTRIBUTOR

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

The Equipment / Item is Guaranteed for minimum of year(s) 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 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 immediately but not later than 10 days. The new Dealer / Distributor will be responsible for after sales & service and annual maintenance and repairs contract as above and shall execute (within such period as mentioned herein) any agreement, document with STC as per its discretion alongwith confirming all the terms and conditions as are stipulated in this tender, award or any agreement executed previously under its stamp and authorized signatures. 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/ DISRIBUTOR

AS PER THE CONSTITUTIONAL FORM OF THE MANUFACTURER/ DISTRIBUTOR

Note : This Undertaking should be Typed & Signed by Principal Manufacturer/ Distributor 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) : Chhattisgarh Police Headquarters

1. Against Tender No. _____ dated _____ and Award/
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
_____ (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) 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 or recourse 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 Department _____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 (irrespective of the stand that may be
taken by or on behalf of the suppliers). The said amount of US \$/Rupee
_____ will accordingly forthwith be paid without any conditions or
requirement of 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 _____
(.....Months + Delivery Period) and that we _____ (Name of the
Bank) undertake not to revoke this guarantee during its currency (upto claim period)
without the consent in writing of the Buyers.
3. We _____ (Name of the 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 and 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, _____ (Name of the 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 act and/or
ommission on the part of the Buyers, or any indulgence by the Buyers, to the said

BID BOND PROFORMA

(To be executed by any first class international Bank through its 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 Sir,

WHEREAS M/s _____ (hereinafter referred to as "Bidder") has offered to supply _____ to The State Trading Corporation of India Ltd., New Delhi (hereinafter referred to as "STC"), and the Bidder is required to submit a Bid Bond at the rate of US\$ _____ along with the offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale. We (**Name of the Bank with full address**) hereby unconditionally and irrevocably guarantee and undertake to pay the amount demanded by STC not exceeding the sum of US Dollars _____ only, in case the Bidder fails to perform any or all the obligations, undertaken by him as per STC's acceptance, without any demur, protest and without any reference or recourse to the Bidder. Notwithstanding any dispute raised by the Bidder in any suit proceedings relating thereto pending before any court or tribunal our liability under this guarantee 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.

Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to US\$ _____ (US\$ _____ only) and it will remain in full force up to (one month from the last date of validity of offer). Unless a claim under the guarantee is filed against us on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, _____ (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.

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

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

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

Section 5 – Previous transgression

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

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

1. The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.
2. STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

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

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

Section 8 – Independent External Monitor /Monitors

1. STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
3. Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
4. STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor 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

Price Bid

ON THE LETTER HEAD OF THE COMPANY

Tender No. & Date :
Name of the Item Quoted :
S.No. of Item in Tender Document :
HS Code of the equipment :
Rate of import custom duty and IGST :

Price Format for Imported Equipment

Details	Price
FOB Price (.....currency)	
Insurance Charges up to Port/ Airport (.....currency)	
Freight Charges up to Port/ Airport (.....currency)	
Total CIP Price (.....currency)	
Custom Clearing & Handling Charges (INR)	
Ex Works price (for items/ accessories supplied locally) (if any) (INR)	
Applicable GST for equipments supplied locally (if any) (INR)	
Inland Transport & Transit Insurance Charges up to end-user premises (INR)	
Total FOR Chhattisgarh Price	

Price Format for Local Supplies

Details	Price (INR)
Ex Works price	
GST	
Inland Transportation & Transit Insurance Charges up to end-user premises	
Total FOR Chhattisgarh Price	

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

Place:

Date:

SIGNATURE OF THE TENDERER
NAME & DESIGNATION OF TENDERER
COMPANY SEAL