

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

Date:-24.06.2016

Dear Sir,

STC of India Ltd. hereby solicit offers for supply of Rice to Egypt as per the following details:-

1. Quality specifications:

a) Indian White Rice 5% broken (max.) of latest crop year according to the Standard Egyptian Specifications for importing rice (No.2244/2006)

- . Natural White rice (grade 1) short or medium grain.
- . It is forbidden to mix kinds of rice long with short & medium kinds.
- . Imported rice would be totally matured and milled from final crop of 2015
- . Rice would be clean and white natural odor.
- . Rice would be good for human consumption.
- . Rice would be free from foreign and bad smell odor.
- . Rice would be free from live insects with all stages and less agriculture pests and any other contaminations of rates.
- . Number of Dead insects or parts would not exceed three insects or parts in 10 Kg of the representative sample of rice.
- . Rice would be natural homogenous in shape and volume and color of kind of rice.
- . Free from fungus and dangerous bacteria and toxic living micro organism hazard to health.
- . Free from E. coli bacteria.
- . Free from pesticide of rice according Egyptian codes.
- . Free from residual of heavy metals.
- . Would not treated with chemicals not hygienic to human consumption.
- . Free from Alfa toxin.
- . Free from radiation and within international Limitation.

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

- . Free from cotton and toxic and grass seeds and the unallowed plant seeds according to Egyptians agriculture quarantine rules.
- . Moisture content not exceed 14%
- . Rice broken not exceed 5%
- . Red Kernels not exceed 1.5%
- . Yellow and damage kernel not exceed 0.4%
- . Chalky and green kernels not exceed 2%
- . Impurities and total matters not exceed 0.05%
- . Paddy Kernels not exceed 0.01%
- . Rice would be well milled with good commercial appearance.
- . Rice broken would be less than $\frac{3}{4}$ of length of rice kernel and more than $\frac{1}{4}$ of length of rice and not contain any percentage of $\frac{1}{4}$ of grain length or fines.
- . Foreign matters not organic would not exceed 50% of the ratio of total foreign matter.

b) Supplier to quote par-boiled rice 5% broken as per following details.

Parboiled Indian Long Grain Rice (Latest crop year) Fit for human consumption.

Moisture Content not to exceed	14%
Rice broken not exceed	5%
Yellow and damage kernel not exceed	4%
Chalky and green kernels not exceed	2%
Impurities and foreign matter not exceed	5%
Paddy kernels not exceed	1%
Rice should be well milled with good commercial	
Rice broken would be less than $\frac{2}{3}$ of length of rice grain	
Ash not exceed	5%

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

Protein	7%
Foreign matter not organic would exceed 50% of total foreign matter	

Supplier has to quote as per price bid format at Annexure-I & Annexure-II.

2. **Quantity:** 25,000 – 30,000 MTs.
3. **Price:** To be quoted in USD PMT on **FOB (Indian Port)** and **CIF Alexandria, El Soukhna & Adabia Port** basis **separately** as per the price bid format. The discharge rate in Alexandria port about 2000 MTs, Adabia port about 1500 MTs & Soukhna about 2000-2500 MTs as intimated by the Buyer.

Price to be quoted for both break-bulk and container basis in USD.

4. Prospective supplier to submit Rs. 1.5 crores as EMD amount either through DD/Banker Cheque or through BG the format which will be supplied later. However, no interest would be paid on the EMD amount.
5. **Delivery Schedule:** Prompt. Offer to indicate the shipment schedule.
6. **Fumigation:** As per Buyer's requirement.
7. **Packing :** Rice would be packed in new woven polypropylene bag 50Kg net weight.

- . Bags would be free from chemical and petroleum materials and insect or fungal materials.
- . Cloth of bags would be 45x45 in decimeter.
- . Rice bags would be sewed two times with strong string.
- . Bags would be painted with clear writing Arabic and English language including: kind of rice-gross and net weight and percentage of broken. Terms of storage and handling.
- . Producer name and address-date of production.
- . Validity (month/year)
- . Imported Company.

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

- The shipping mark would be provided separately.

8. Quantity/Weight and Quality: Independent inspection agency nominated by the buyer at sellers cost shall inspect the cargo. The Seller to ensure quality as per the Standard Egyptian Specification.

9. Payment: - Buyer will establish L/C favoring STC and payment will be released to supplier within two working days from the receipt of the export proceeds from the Buyer against the L/C. The documentary requirements such as Bill of Lading, Fumigation Certificate, Phytosanitary Certificate, Certificate of Origin, Certificate of Weight and Quality issued by the independent surveyor etc. to be fulfilled by the suppliers. Any additional documents, if required by the buyer to be arranged by the supplier.

10. Performance Guarantee:- The supplier is required to furnish Performance Bank Guarantee for 5% Contract value and PBG shall be released upon successful completion of the Contract.

11. Force Majeure:

- i. Buyer/Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
- v. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

12. Arbitration:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity 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. The venue for Arbitration shall be New Delhi. Delhi Court shall have jurisdiction and Indian Law shall apply.

13. Other terms:-

- a. STC reserves the right to cancel the enquiry/Tender without assigning any reason. Bid received by fax/e mail shall not be entertained.
- b. STC reserves the right to reject and/or accept all or any offers including the lowest offers without assigning any reasons.
- c. It is intimated that the payment will be made to the supplier only upon receipt of export proceeds from the foreign buyer within two working days.
- d. STC reserves the right to increase, decrease and split the quantity of tender.
- e. On successful participation, the supplier would sign contract with STC, which shall be binding on both the parties.
- f. STC would be indemnified for any losses/damages etc. on quality and quantity.
- g. The supplier shall have to sign an Integrity pact with the STC Of India Limited in case of successful award of tender.
- h. This tender is subject to policy of Govt. of India issued from time to time.
- i. Supplier is responsible for any liability towards Govt. obligations, levies, taxes, statutory returns etc. as applicable from time to time.
- j. This Tender is hosted in STC website i.e. www.stc.gov.in and the prospective supplier is requested to check regularly STC website for any amendment if any, in the Tender until the date of submission of offer as any tender condition can be modified or the date of submission can be extended.
- k. STC has the right to ask the prospective supplier for further information or call for any documents, if required.
- l. Bidder to certify as per certificate as per **Annexure –III** that the offer is in complete conformity with tender terms& conditions without any deviations whatsoever. Bids with deviation are liable to be rejected.

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

14. Mode of Submitting the Offer:

Online submission via E-Procurement E-portal- Offer to be submitted in USD per MT on FOB & CIF Alexandria, Adabia and Soukhna Port basis as per the enclosed price bid format. (**Annexure-I**)

The tender shall be sent only to suppliers enrolled as bidders in E-Procurement handled by Govt. Of India. The offer can only be submitted via E-Procurement (Government of India Online procurement portal) as per the details provided previously.

Last date of receiving the Offer:-05.07.2016 (1530 Hrs IST)

Tender opening date: 05.07.2016 (1600 Hrs IST)

Any offer submitted without complete information or after the stated time shall be liable for rejection. No offers/bids shall be entertained via E-mails, fax, messages or any form of physical submission.

15. Validity of Offer:- Upto 14th July 2016 (1700 Hours IST).

16. For any further clarification, following officers may be contacted:-

<u>Name</u>	<u>Email</u>	<u>Mobile</u>
JK Patel	jkpatel@stc.gov.in	9968310602
Mayank Mahajan	mayankmahajan@stc.gov.in	8527560141

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi

Annexure I

FORMAT FOR SUBMISSION OF OFFER FOR WHITE RICE 5% BROKEN
ACCORDING TO THE STANDARD EGYPTIAN SPECIFICATION

(TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER)

Dear Sir,

We are pleased to submit our offer against the tender No. STC-2016-EXP-RICE-01 as per the following details:-

Shipping Period:- Prompt but supplier to indicate the shipment schedule.

<u>Discharge Port</u>	<u>Load Port</u>	<u>FOB (USD/MT)</u>		<u>CIF (USD/MT)</u>	
		In container	In vessel load	In container	In vessel load
Soukhna					
Alexandria					
Adabia					

We further confirm that all the Tender terms & condition is acceptable to us and will be performed on back to back basis.

Yours Sincerely,

For _____,

(Authorised Signatory)

Date: _____

(With Company Seal)

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi

Annexure II

**FORMAT FOR SUBMISSION OF OFFER FOR PARBOILED RICE 5% BROKEN
LATEST CROP**

(TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER)

Dear Sir,

We are pleased to submit our offer against the tender No. STC-2016-EXP-RICE-01 as per the following details:-

Shipping Period: - Prompt but supplier to indicate the shipment schedule.

<u>Discharge Port</u>	<u>Load Port</u>	<u>FOB (USD/MT)</u>		<u>CIF (USD/MT)</u>	
		In container	In vessel load	In container	In vessel load
Soukhna					
Alexandria					
Adabia					

We further confirm that all the Tender terms & condition is acceptable to us and will be performed on back to back basis.

Yours Sincerely,

For _____,

(Authorised Signatory)

Date:

(With Company Seal)

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi

Annexure III

CERTIFICATE

It is hereby certified that the offer(s) is in total conformity with tender terms and conditions without any deviation whatsoever and we are not blacklisted by Indian Govt./ Indian Govt. agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal

Date:-_____

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi

Annexure IV

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

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

Section 1 – Commitments of STC

- (1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. STC will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder/Contractor

(1).The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

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

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

- (2).The Bidder/Contractor 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 a duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

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

Section 5 – Previous transgression

- (1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise 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

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

- (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.

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi**

- (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 :