Date: 01/02/2019

# **Trade Enquiry**

We have received the following trade enquiry from Commercial Wing, HIgh Commission of India, Port-Louis, Mauritius.

The State Trading Corporation invites quotations from suitably qualified parties for the supply and delivery of Steam 1121 Extra Long Basmati Rice to the STC from 20 March 2019 to 15 April 2019.

Please find attached the Bid Notice. The relevant bidding document may be downloaded free of charge from STC's website at <u>http://www.stcmu.com</u>

Quotations must be sent to the following secured email address per conditions laid down in the bidding document by Wednesday 6 February 2019 at 14:15 hrs (GMT +4) (local time): <u>rfq-basmati@stcmu.com</u>

The interested exporters of Basmati Rice may send their quotation within the stipulated time period.

S.S. Nayyar General Manager APEDA



State Trading Corporation (STC), the trading arm of the Government of Mauritius, is responsible for the importation of essential commodities such as petroleum products, liquefied petroleum gas, wheat flour and rice with a turnover of about USD 750 million.

# Bid

# SUPPLY AND DELIVERY OF STEAM 1121 EXTRA LONG BASMATI RICE (Ref. STC/BR/01/JAN19)

The State Trading Corporation invites bids from suitably qualified parties for the supply and delivery of Steam 1121 Extra Long Basmati Rice to the STC for period 20 March 2019 to 15 April 2019.

The relevant bidding document may be downloaded free of charge from STC's website at <a href="http://www.stcmu.com">http://www.stcmu.com</a>

Bids must be sent to the following secured email address per conditions laid down in the bidding document by Wednesday 6 February 2019 at 14.15 hrs (GMT +4):

rfq-basmati@stcmu.com

#### Bids submitted after the specified date and time shall <u>not</u> be considered.

STC reserves the right to accept or reject any bid, to split the contract of supply and delivery, and to annul the Open Advertised Bidding, Specific Commodities and Incidental Services (OABCI) process and reject all bids at any time prior to the award of a contract, without incurring any liability to any bidder.

For any clarification, please call (+230) 401 0800.

# 30 January 2019



# Bidding Document for the Supply and Delivery of Steam 1121 Extra Long Basmati Rice

20 March 2019 to 15 April 2019

Procurement Reference No.: STC/BR/01/JAN19

30 January 2019

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#### INTRODUCTION

State Trading Corporation (STC), the trading arm of the Government of Mauritius, is responsible for the importation of essential commodities, such as petroleum products, liquefied petroleum gas, wheat flour and rice with a turnover of about USD750 Million.

Although it is a public body, the STC is exempted from the provisions of the Public Procurement Act, by Government Notice No. 68 of 29 June 2009, in respect of procurement of goods destined for resale. The exemption applies equally to services incidental to the purchase or the distribution of such goods.

### A. INSTRUCTION TO BIDDERS

#### SUPPLY AND DELIVERY OF STEAM 1121 EXTRA LONG BASMATI RICE

#### Procurement Reference No.: STC/BR/01/JAN19

#### 1. Invitation to Bid

State Trading Corporation (STC) invites bids from eligible and suitably qualified parties, for the supply and delivery of **Steam 1121 Extra Long Basmati Rice** as described in the Specifications at **Annex I**.

The procurement method is through Open Advertised Bidding, Specific Commodities/Incidental Services (OABCI).

#### 2. Bidding document

The set of bidding document consists of the following:

- A. Instruction to Bidders
- B. Conditions of Contract
- C. Bid Form

Annex I	-	Specifications
Annex II	-	Bid Submission Sheet
Annex III	-	Proforma of Performance Security
Annex IV	-	Pre-Qualification Sheet
Annex V	-	Company Profile
Annex VI	-	Marketing Proposal
Annex VII	-	Form of Agreement
Annex VIII	-	Bid Schedule Checklist

#### 3. Submission of bids

3.1. Prospective bidders are required to send their bids <u>online</u> to the following secured email address at latest by **Wednesday 6 February 2019** at 14.15 hrs (GMT +4) on the following email address:

#### rfq-basmati@stcmu.com

The bid must be in PDF format, with subject 'Supply and delivery of Steam 1121 Extra Long Basmati Rice'.

3.2. Bids received through secured email after 14.15 hrs (GMT +4) on Wednesday 6 February 2019 shall NOT be considered. Bids submitted through email will NOT be considered if received at the STC (i) in a format other than PDF, or (ii) on an email address other than <u>rfq-basmati@stcmu.com</u>, or (iii) if the bid is emailed and/or copied to any other party at the STC.

Bids and all related correspondence as well as supporting documents furnished by the bidder shall be in English.

The Bid shall comprise documents as listed in the Bid Schedule Checklist as at Annex VIII.

### 4. Validity of Bid

Bids <u>shall</u> be firm and remain valid up to and including **Monday 25 March 2019.** A bid valid for a shorter period shall be considered as non-responsive and rejected.

#### 5. Bid Form

- 5.1. Offers <u>shall</u> be made strictly in the format of, and in accordance with the Bid Form provided at section C of the Bid document. Bidders should insert the figures and words in the space provided.
- 5.2. Bids <u>shall</u> be signed by a person or persons duly authorised with enclosed authority to bind the company. Bidder should therefore submit a document (together with its Bid) indicating that the person(s) signing the Bid is (are) duly authorised to bind the Bidder.
- 5.3. The completed Bid Form <u>shall</u> be without alterations, interlineations or erasures.
- 5.4. Bid forms <u>shall</u> be rejected in case prices are unclear and/or ambiguous. Where the amounts as specified in figures do not tally with the amounts specified in words, the amounts specified in words shall prevail.

#### 6. Bid Submission Sheet

The bidder <u>shall</u> subscribe in the Bid Submission Sheet (BSS) at **Annex II** as part of his Bid. **Bids not accompanied by BSS shall NOT be considered**.

#### 7. Eligibility of bidders

- 7.1 To be eligible to participate in this exercise, the bidder shall:
  - (a) have the legal capacity to enter into a contract;
  - (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
  - (c) not have had his business activities suspended;
  - (d) have fulfilled his obligations to pay taxes and social security contributions;
  - (e) not have a conflict of interest in relation to this procurement requirement;
  - (f) not be subject to suspension or debarment by the Procurement Policy Office,

World Bank and Asian Development Bank; and

- (g) not have been convicted for an offence involving fraud, corruption or dishonesty.
- (h) not been blacklisted by any Government organization in the world or international buyer
- (i) makes no use of child labour as defined by the International Labour Organisation (ILO) Minimum Age Convention, 1973 No.138; make no use of forced labour as defined by the International Labour Organisation (ILO) Abolition of Forced Labour Convention, 1957, No. 105; and comply with all applicable law in the territories in which it operates, including human rights and labour
- 7.2 A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.
- 7.3 Any supplier found in non-conformity to criteria laid down at paragraph (7.1) during or after the selection exercise shall lead to the STC taking appropriate action, including but not limited to, disqualification of supplier.

### 8. Documents evidencing eligibility

Bidders are requested to submit copies of the following documents as evidence of your eligibility:

- (a) Valid Export trade license or equivalent;
- (b) Business Registration Card or equivalent;
- (c) any other relevant document(s)

#### 9. Pre-Qualification of the Bidder

The eligible bidders <u>shall</u> comply with all the specific minimum requirements in order to pre-qualify to this RFQ exercise. Bidders are therefore required to fill in and submit the Pre-Qualification Sheet at **Annex IV** and submit relevant documents/certificates as evidence. Only the pre-qualified bidders will be retained for evaluation.

# 10. Company Profile and Audited Financial Statement

Bidders are required to submit a **Company Profile** duly filled in accordance with Proforma at **Annex V** and **latest audited financial statement** (not earlier than 2016).

#### **11.** Performance Security

11.1. The STC may require the selected Bidder(s) to make available a Performance Security for the supply and delivery of basmati rice. The Performance Security shall be in accordance with the attached Proforma – Annex III – issued by a commercial bank registered and operating in Mauritius, for 2% of value of contract, guaranteeing full

and complete performance by Supplier of the terms and conditions of the Agreement.

The Performance Security shall be subscribed and submitted to the STC within fifteen days after notification of acceptance of the bid to the successful Bidder(s) and shall remain valid until sixty days after the expiry of the last date of the contract period stipulated in the Agreement. Failure to submit the Performance Security within the prescribed delay may entail cancellation of STC's acceptance of the Bid.

Should STC and the selected Bidder mutually agree to extend the period of the contract, the selected Bidder shall undertake to extend the Performance Security accordingly.

#### 12. Responsiveness of bids

Bids <u>shall</u> be fully responsive to all mandatory requirements of the bidding document without material deviation, reservation or omission.

#### 13. Contract Agreement

Unless and until a formal Agreement as per **Annex VII** is prepared and executed, the terms and conditions of the Bid together with the written acceptance thereof by the selected Bidder(s) shall constitute a binding contract between the selected Bidder(s) and STC and shall be deemed for all intents and purposes to constitute the Contract Agreement. The violation of any condition in any manner whatsoever may lead to the termination of the Agreement.

#### 14. Clarification of Bidding document

Any prospective Bidder requiring any clarification on the Bidding Document shall contact in writing the:

General Manager State Trading Corporation, 55, Business Zone Ebène Cybercity 72201 Ebène, Reduit

E-mail address: stc@stcmu.com

Fax Number: (230) 489 5450

Request(s) for clarifications should be made not later than **3 days** prior to the closing date for the submission of quotations.

#### 15. Evaluation Criteria

The following guidelines shall be considered for evaluating the eligible bids:

- (a) Price bidded;
- (b) Reliability and financial standing of bidder; and

(c) Capability of bidder to supply and deliver the product to STC based on its previous experience

The most responsive bidders will be further evaluated based on their Marketing proposal as required at para (6) of Section B 'Conditions of Contract' and Annex VI.

# 16. Award of Contract

- (a) STC reserves the right to accept or reject any offer, to split the contract of supply and delivery, to annul the bid process and reject all offers at any time prior to the award of contract, without incurring any liability to any bidder; and
- (b) STC does not bind itself to accept the lowest or any other offer, nor will assign any reason for the rejection of any offer.
- (c) The contract shall be awarded to the selected bidder/s subject to compliance of the submitted rice sample to all required technical specifications of the rice bidded as per Annex 1 of the bidding document.

# **17.** Bidders and Public Officers to observe high standard of ethics

The Government of the Republic of Mauritius requires that bidders / suppliers / contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.

Government officials and bidders/suppliers/contractors shall conform to the standards of conduct set forth in sections 51 and 52 of the Public Procurement Act, which provide as follows:

#### "Section 51. Conduct of Public Officials

- (1) A public official involved in planning or conducting public procurement proceedings or contract administration, shall:
  - (a) discharge official's duties impartially so as to ensure fair competitive access to procurement by suppliers;
  - (b) act in the public interest, and in accordance with the objectives and procedures set out in this Act;
  - (c) avoid conflicts of interest, and the appearance of conflict of interest, in carrying out his duties and conducting official;
  - (d) not commit or abet any corrupt or fraudulent practice, including solicitation or acceptance of improper inducements;
  - (e) keep confidential any information that comes into official's possession relating to procurement proceedings and to bids, including bidders' proprietary information;

- (f) for a period of 2 years after leaving the public service not accept a position of authority in any private concern with which official had official dealings; and
- (g) declare official's assets in such a manner as may be prescribed.
- (2) (a) No public official, or his close relative, shall participate as a bidder in procurement proceedings of that public body and no award of a procurement contract shall be made directly to such official or to anybody in which he or his close relative, is employed in a management capacity or has a substantial financial interest.
  - (b) In the subsection, "close relative" includes spouse, child, grandchild or parent.

### Section 52. Conduct of bidders and suppliers

- (1) A bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.
- (2) A bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.
- (3) A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, establish bid prices at artificial non-competitive levels or otherwise deprive a public body of the benefit of free and open competition.
- (4) A public body shall reject a bid if the bidder offers, gives or agrees to give an inducement referred to in subsection (1) and promptly notify the rejection to the bidder concerned and to the Policy Office.
- (5) (a) Subject to paragraph (b), a bidder or supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such bidder or supplier, shall not participate in such bidding.
  - (b) Paragraph (a) shall not apply to the several bodies (consultants, contractors or suppliers) that together may be performing the supplier's obligations under a turnkey or design-build contract."

# 18. Confidentiality

The parties agree to maintain any and all confidential information acquired, gained or otherwise received by either party, which are not publicly available or accessible, in strict confidence and not to disclose any such confidential information to any third party without prior written consent of the other party.

# **B. CONDITIONS OF CONTRACT**

# 1. Product quality and quantity of supply

STC intends to import **50 metric tons (MT) +/- 10% at STC's option of Steam 1121 Extra Long Basmati Rice** in 5kg during the period 20 March 2019 to 15 April 2019.

The product specifications are as per Annex I.

# 2. Period of supply and delivery

The **50 MT** +/-10% at STC's option of **Steam 1121 Extra Long Basmati Rice** will have to be supplied during the period. The shipment vessel schedule shall be at the discretion of STC during the period of supply and based on a mutual agreement between the two parties. If shipment is done without STC's consent, STC may refuse to take delivery of the consignment.

# 3. Contract of supply

STC may renew the contract of supply of basmati rice subject to quality of product supplied and service offered by supplier and demand from STC's customers.

### 4. Delivery mode

A shipment of 50 MT in 5kg in dry TEU containers must reach Port Louis, Mauritius (discharge port) during the period 20 March 2019 to 15 April 2019.

#### 5. Price

Bids shall be made strictly in the Bid Form included at Section C in this document.

The bid price shall be **CFR price per metric ton**, delivered into **Port Louis, Mauritius**, CYCY (from Container Yard to Container Yard). The price shall exclude VAT (Value Added Tax in Mauritius). Currency of bid shall be **US Dollars.** 

Bidders <u>must</u> bid for Steam 1121 Extra Long Basmati Rice in 5Kg Non-woven polypropylene packaging with inner plastic lining and in food grade type material or equivalent. Only one price shall be bidded for the supply of the whole quantity.

# 6. Marketing proposal

Bidders are invited to submit their proposal for marketing and value-added services that they can potentially provide on and above the supply of basmati rice to STC at no additional cost. Details of proposal have to be provided in the format 'Marketing Proposal' sheet laid down at **Annex VI**.

# 7. Country of origin

Bidders must confirm the country of origin of the product. For purposes of this clause, "Origin" means the place where the rice was grown or produced.

### 8. Submission of rice and bag samples

On closing date, the bidders may provide the following samples along with their Bid:

(j) Samples of <u>basmati rice</u> drawn by an independent and ISO17025 accredited laboratory in country of supply. The sample to be submitted shall be minimum 1Kg, packed in <u>two</u> separate transparent plastic bags of minimum **500 grams each**, with laboratory seal, bidder's name and address, the variety, country of origin of the rice sample and its corresponding certificate of analysis.

Prior to award of contract, the submitted sample will be analysed by an ISO17025 accredited laboratory in Mauritius, Mauritius Standards Bureau, with respect to requirements at clause 9 'Quality standards', paragraph (9.1) and (9.2) below.

The specifications and standards shall be used as benchmark for all supplies and deliveries from the successful bidder during the specified contract period.

(ii) Sample of any <u>non-woven polypropylene packaging bag</u> for 5kg and food grade type material to be supplied by bidder. They will be used for material and quality reference by STC. Colour and design of bag will be subsequently finalized with successful bidder.

### 9. Quality Standards

# 9.1 Compliance to STC's Technical specifications

The rice bidded and supplied under this Contract <u>shall</u> conform to the quality standards mentioned in the Technical Specifications at **Annex 1**. The selected bidder must provide a Certificate of Quality issued by relevant authority prior to shipment.

# 9.2 Compliance to Food Law regulations

#### 9.2.1 Aflatoxin and Pesticide Residue

Bidders are required to ensure that the **sum of aflatoxins B1, B2, G1, G2** and **maximum pesticide residue limits (MRLs)** in the rice bidded and supplied throughout the contract period meet EU regulations based on international testing methods. Upon first shipment, the supplier will be required to submit to STC a Certificate to be issued by an independent testing body in country of supply to attest compliance.

An Aflatoxin and Pesticide Residue Analysis will also be done in Mauritius through an accredited inspection body to confirm compliance with EU regulation standards after receipt of cargo.

# 9.2.2 Health Attestation

The basmati rice supplied to STC shall have to be processed as per national standards and STC's requirements; stored and transported under hygienic conditions; and fit for human consumption. A Health Certificate <u>shall</u> have to be provided by the supplier at

time of shipment so that relevant Mauritian authority can assess the fitness and safety of the imported basmati rice.

### 9.2.3 Arsenic content

Bidders are required to ensure that the level of **inorganic arsenic** in basmati rice supplied to STC is within the maximum required limit of 1 mg/kg as per Section 62 and Seventh schedule of Mauritian Food Regulation GN173 of 1999.

### 9.3 Consistency

Bidders are required to ensure that a consistency in quality of rice in all batches during the contract of supply.

### 9.4 Post-Cooking characteristics

The cooked rice will have to be firm and fluffy in texture, without sticking to each other. Rice should have good yield and good elongation as per the specifications at Annex 1. Cooking tests will be carried out in Mauritius upon receipt of samples from bidder and prior to award so as to confirm the cooking results of the basmati rice to be supplied. The cooking test results will be an important determinant for selection of bidders.

# **10.** Certificate of Authenticity

At time of shipment, the supplier is required to provide an original Certificate of Authenticity issued by a relevant authority in respect of basmati rice produced in the country specified, issued by the competent authority.

The Certificate of authenticity must contain the following information:

- (a) (i) the full name and address of the exporter;
  - (ii) the full name and address of the consignee;
  - (iii) the country and place of cultivation;
  - (iv) the FOB value in US Dollars;
  - (v) the number and date of invoice;
  - (vi) the marks and numbers, including the reference and number of batch;
  - (vii) the description of rice, including information on its variety;

(viii) the number and kind of packages, including the number and weight of packages;

(ix) the gross weight, in kilograms;

(x) the net weight, in kilograms;

- (b) a declaration by the exporter that the information supplied in the certificate is correct;
- (c) certification from the issuing authority that the rice is basmati rice and that the information in the certificate is correct; and
- (d) certification by the competent customs office or authorized Government body or Chamber of Commerce, of the country of origin.

# 11. Packing and labeling

The size, quality and thickness of the non-woven polypropylene bag in 5kg food grade type material or equivalent shall have to be conform to international standards.

The quality of the packaging shall be in food grade material which will safeguard the hygienic, nutrition and organoleptic qualities of the rice. It shall not transmit any smell or taste. The non-woven 5kg bags shall be clean, neatly and strongly well stitched with strong twine and securely knotted in order to avoid counterfeiting. The barcode label with 13 digits shall have to be very clear and well defined.

The bags shall be marked conspicuously as follows:

FRONT SIDE: SUPERIOR 1121 EXTRA LONG BASMATI RICE NET WEIGHT IMPORTER: STATE TRADING CORPORATION (TO INCLUDE LOGO) SUITABLE FOR VEG ECO FRIENDLY (IF APPLICABLE)

BACK SIDE: INGREDIENTS NUTRITIONAL VALUE COOKING GUIDE NAME AND ADDRESS OF PRODUCER / EXPORTER COMMERCIAL CLASSIFICATION: VARIETY AND GRADE CROP YEAR PACKING DATE LOT IDENTIFICATION BEST BEFORE DATE COUNTRY OF ORIGIN

#### 12. Spare bags

Supplier should provide, at no additional cost, new spare bags representing 2% of the delivered quantity of bags of rice per shipment. Non-woven spare bags shall have inner plastic and be marked as indicated above. <u>The empty spare bags shall be stuffed in each container.</u>

### 13. Inspection at load port

The inspection of the basmati rice in relation to the quality, quantity, weight and packing shall be carried out by an independent, ISO17025 accredited and internationally recognized inspection body, who have to be appointed by the Supplier.

The inspection Certificates of quality and quantity to be issued by the inspector prior to loading shall attest that the quality, quantity, weight and packing of the basmati rice conform to the contractual specifications. The inspection fees shall be payable by the Supplier.

### 14. Inspection at discharge port

STC reserves the right to have the basmati rice re-certified by internationally recognized and ISO17025 accredited inspection agencies at delivery point in Mauritius. In case of differences in the quality of rice between test samples taken at load port and discharge port, the quality determined at discharge port shall be deemed final and binding for both parties.

The quantity, weight and packing shall also be inspected by internationally recognized and ISO17025 accredited inspection agency/ies at delivery point in Mauritius. In case of differences in the above, the report of the inspection agency/ies appointed by STC shall be deemed final and binding for both parties.

Inspection costs at discharge port shall be borne by STC.

# 15. Demurrage free time at discharge port

Supplier shall arrange to provide STC with **minimum free time of 21 days** as from date of arrival of vessel for the return of empty containers.

#### 16. Payment terms

Payment for each shipment <u>shall</u> be made by **Telegraphic Transfer** between STC's bank and Seller's bank. The bank details of STC's appointed bank are as follows:

SBI (Mauritius) Ltd Global Business Branch 7th Floor, SBI Tower Mindspace 45, Ebene Cybercity,72201 Mauritius USD Account no.: MU 52 INIL 081 215 101 094 420 1000USD

#### Swift Code: INILMUMU

Eighty percent (80%) of the Commercial Invoice amount will be settled upon presentation of original shipping documents to STC's appointed bank. This payment is estimated to be within 5 working days upon receipt of notification from SBI (Mauritius) Ltd.

The balance of twenty percent (20%) of the Commercial Invoice amount will be settled upon receipt of Certificate of Analysis from the ISO17025 accredited laboratory confirming that the rice has met all the required specifications of STC as per Annex I at the discharge port. This payment is estimated to be within 15 working days from the date of unstuffing of cargo.

# 17. Documents

The following documents shall be submitted by the Supplier to the bank for negotiation:

- (1) Full set of 'Clean Shipped on Board' Bills of Lading with 3 (THREE) originals and 3 (THREE) non-negotiable copies, consigned to the General Manager, State Trading Corporation, Port Louis, Mauritius. Bills of Lading must state "Freight pre-paid";
- (2) 3 (THREE) originals and 1 (ONE) copy of Seller's **Commercial Invoice** certifying cargo, specifications, quantity, unit price, total price, unit weight, total weight, contract number, Bill of Lading reference and any other relevant information;
- (3) Pre-shipment **Inspection Certificate** issued by the inspection body appointed by the Supplier in respect of quality, quantity, weight, packing of the rice conforming to the contracted specifications;
- (4) **Packing List**, with gross and net weight;
- (5) **Phyto-sanitary Certificate** issued by Government body in the country of supply;
- (6) **Certificate of Fumigation** issued by Government body or its authorized agency in the country of supply;
- (7) **Certificate of Origin** issued by Chamber of Commerce, or an authorized Government body in the country of supply;
- (8) **Certificate of Authenticity** issued by the relevant authority in the country of origin;
- (9) **Certificate of Analysis for Pesticide Residue and Aflatoxin** tests issued by an accredited and authorized testing body; and
- (10) **Health Certificate** issued by a competent authority in the country of supply

# 18. Obligations of the bidder

The bidder shall be a suitably licensed company and carry out its obligations with all due diligence, efficiency and economy, along accepted professional practices, and shall observe sound management practices. The bidder shall always act with respect to matters relating to this contract, or to the supply of the products, to support and safeguard the STC's legitimate interests therein.

# **19.** Conflict of Interest

The remuneration of the Supplier pursuant to **Payment Clause (above)** shall constitute the Supplier's sole remuneration in connection with this contract or the services, and the Supplier shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or the services or the discharge of their obligations under the contract.

### 20. Bidder's actions requiring STC's prior approval

The bidder shall be able to perform its tasks under its own entity, and shall not enter into a subcontract for the performance of any part of the services unless STC's prior approval in writing is obtained, if ever this is not the case.

### 21. Supplier's actions requiring STC's prior approval

The Supplier shall obtain STC's prior approval in writing before entering into a subcontract for the performance of any part of the services.

### 22. Termination of Agreement

In case of failure by the Supplier to fulfill any of its obligations within thirty (30) days after having been notified of same and requested to remedy such failure, the STC may terminate this agreement automatically and as of right.

Upon notice of termination, the Supplier shall take immediate steps to bring the services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.

In the event of termination of the agreement, no payment shall be due from the STC to the Supplier except for services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the service and for the cost of such necessary service as the STC may request the Supplier to complete.

# 23. Dispute settlement and enforcement

If a party to this agreement considers that the other party has failed to carry out its obligations or specific commitments, the parties shall attempt to resolve the dispute in the following manner:

- (i) Inform the other party in writing on the facts of the matter on which the dispute arises within 14 days;
- (ii) Should the exchange of information not resolve the dispute, then the parties shall convene a meeting within 30 days' notice; and
- (iii) Should the meeting not resolve the dispute then the aggrieved party shall reserve the right to take legal action against the default party.

#### 24. Governing Law

The proper law of this Agreement is Laws of Mauritius and this Law shall be used for interpreting the Agreement and for resolving all claims or disputes arising out of or in connection with this Agreement, its validity, interpretation, and performance whether based in contract, in tort, or on any legal doctrine.

#### C. BID FORM

The General Manager State Trading Corporation 55, Business Zone Ebene Cybercity, 72201 Ebene, Reduit

Dear Sir,

Having examined the bidding document, the receipt of which is hereby duly acknowledged, We, the undersigned offer to **supply and deliver Steam 1121 Extra Long Basmati Rice (as per specifications at Annex 1)** during the period **20 March 2019 to 15 April 2019** in conformity with the said bid document for the sums as may be ascertained in accordance with the schedule of price bidded herewith and made part of this Bid.

Offers shall be firm and remain valid up to and including Monday 25 March 2019.

Product	Quantity	Country of Origin	Crop Year	Loading quantity per TEU container	Price per metric ton (MT), CFR-Port Louis, Mauritius in US Dollars(*)
Steam 1121 Extra Long	50 Metric				(In figures)
Basmati Rice in <b>5KG</b> non- woven polypropylene bag or	tons +/- 10% at STC's option			 Metric Tons	USD / MT (In words)
equivalent					

 (\*) – Price per metric ton, stuffed in dry TEU Container
Price basis: Cost and Freight – Port Louis, Mauritius, CYCY (from Container Yard to Container Yard)
Currency: US Dollars
Price excludes VAT (Value Added Tax in Mauritius)

We undertake, if our quotation is accepted, to supply and deliver the product in accordance with conditions of contract of the bidding documents under reference.

If our quotation is accepted, we will make available, **if requested by STC**, a Performance Security in accordance with the attached Proforma – **Annex III** – issued by a commercial bank registered and operating in Mauritius, for 2% of the value of contract, guaranteeing full and complete performance by us (Supplier) of the terms and conditions of the Agreement.

Until a formal contract is prepared and executed, this quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that:

- (a) STC reserves the right to accept or reject any offer, to split the contract of supply and delivery, to annul the bidding process and reject all offers at any time prior to the award of contract, without incurring any liability to any bidder; and
- (b) STC does not bind itself to accept the lowest or any other offer, nor will assign any reason for the rejection of any offer.

Dated this	. day of2	019
(1) (Name)	(Signature)	(in the capacity of)
(2) <b>(Name)</b>	(Signature)	(in the capacity of)
(Company)		pany Seal)

Only person(s) authorised to sign Bid for and on behalf of:

Name of Company :	
Full address :	
Telephone No. :	

Fax No. :	
E-Mail address :	
Website :	

Notes:

- (1) Prior to award of contract, the submitted sample shall be analysed by an ISO17025 accredited laboratory in Mauritius with respect to requirements at clause 9 of Section B 'Condition of Contract' of the bidding document. The specifications and standards shall be used as benchmark for all supplies and deliveries from the successful bidder during the specified contract period.
- (2) STC shall require the selected Bidder(s) to make available a Performance Security for the supply and delivery of Basmati Rice. The Performance Security shall be in accordance with the attached Proforma – Annex III – <u>issued by a commercial bank</u> <u>registered and operating in Mauritius</u>, for 2% of value of contract, guaranteeing full and complete performance by Supplier of the terms and conditions of the Agreement.

#### SPECIFICATIONS

The Steam 1121 Extra Long Basmati Rice to be supplied shall be under **SPECIAL grade** with characteristics and specifications as provided in paragraphs 1 & 2 below.

### 1. General, organoleptic and health characteristics

The requirements shall be as follows:

- Rice shall be sound, clean, and free from foreign odours or odour that indicates deterioration
- Kernel rice shall be free from toxic and any harmful matter
- Living insects which are visible to the naked eye shall not be present

#### 2. Physical and chemical characteristics for Steam 1121 Extra Long Basmati Rice

The Steam 1121 Extra Long Basmati Rice (Special Grade) **shall** meet the requirements of TABLE 1 below.

Parameter	Requirements
Amylose content	Intermediate 19-26%
Aroma	present
Alkali spreading value	4-5
Gel length, mm	60-100
Elongation ratio on cooking	2.10 Min
Length/breadth ratio	Greater than 3.5
Moisture content, %	14 Max
Damaged & discoloured grain, %	0.5 Max
Broken and fragments, %	2 Max
Chalky grain and black kernels, %	3 Max
Foreign matter, %	0.1 Max

# TABLE 1: Specifications for Steam 1121 Extra Long Basmati Rice

		11
		_

Parameter	Requirements
Other grain, %	0.1 Max
Paddy grain, %	0.1 Max
Green grains, %	Nil
Undermilled and Red stripped, %	2 Max
Average Grain length, mm	8.25 Min
Max. other Rice varieties %	5

#### **BID SUBMISSION SHEET**

[Complete this form with all the requested details. Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm acceptance of the terms and conditions of this bid. If your Bid is not authorised, it may be rejected].

Bid Addressed to:	State Trading Corporation
Procurement Reference Number:	STC/BR/01/JAN19
Subject of Procurement:	Supply and delivery of Steam 1121 Extra Long Basmati Rice during period 20 March 2019 to 15 April 2019

We offer to supply and deliver basmati rice during the period **20 March 2019 to 15 April 2019** in conformity with the said Bidding document for the total quantity at the sums as may be ascertained in accordance with the schedule of prices bidded in the Bid Form.

Our offer is valid up to and including Monday 25 March 2019.

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD.

We confirm that the **price per metric ton** bidded in the Bid Form is fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the Bid validity.

Bid Authorised By:			
Signature:		Name:	
Position:		Date:	(DD/MM/YY)
Authorised for and or	n behalf of:		
Company			
Tax Account No.:			
Address			

# Annex II - Page 2 of 2

# Appendix to Bid Submission Sheet

### **Bid Securing Declaration**

By subscribing to the undertaking in Bid Submission Sheet:

I/We\* accept that I/we\* may be disqualified from participating in Requests for Quotations for Supply and delivery of basmati rice launched in Mauritius for the subsequent three years, if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:

- (a) have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Sheet; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the State Trading Corporation during the period of bid validity, (i) have failed or refused to execute the Contract, or (ii) have failed or refused to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

# Annex III - Page 1 of 3

# PROFORMA OF PERFORMANCE SECURITY

In consideration of the Agreement entered into between the State Trading Corporation, whose registered office is at 55, Business Zone, Ebene Cybercity 72201, Ebene, Reduit, hereinafter called "the STC"

and

..... (name of Supplier)

whose registered office is at ...... (Supplier's address)

for the Supply and delivery of Steam 1121 Extra Long Basmati Rice during period 20 March 2019 to 15 April 2019,

We, .....

(name of commercial bank)

whose registered office is at

.....

The condition of the above obligation being that should the said Supplier fulfill his obligations under the said Agreement, then the above obligation to be null and void, otherwise shall be and remain in full force and effect.

A statement from the STC conveyed to us confirming that the Supplier has failed to perform any of his aforesaid obligations shall be final, conclusive and binding on us, both as regards

# Annex III – Page 2 of 3

the factum of breach of contract on the part of the Supplier and the quantum of the amount claimed from us hereunder.

We, ..... undertake not

# (name of bank)

to revoke or vary this agreement, undertaking and guarantee during its currency without the consent in writing of the STC.

We, ..... further agree

# (name of bank)

that the STC shall be at liberty without affecting in any manner our obligations hereunder to vary with the concurrence of the Supplier, any of the terms and conditions of the said Agreement and/or to forbear from enforcing any of the terms and conditions relating to the said Agreement, and we

.....

# (name of bank)

shall not be released from our liability under this instrument by reason of any such variation or forbearance and/or omission on the part of the STC, or any indulgence shown by the STC to the Supplier or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from liability under this instrument.

This Performance Security shall remain valid from the date of its signature until **sixty days** after the expiry of the last date of the contract period stipulated in the Agreement.

Annex III – Page 3 of 3
* Good for the sum of
For and on behalf of
(name of bank)
Signature:
Dated this:

 $\ensuremath{^*}$  To be in the handwriting of the person authorised to sign for the bank.

#### Annex IV

# **PRE-QUALIFICATION SHEET**

	Minimum Requirements	Compliant (Y/N)	Documentary evidence
(a)	Registered and approved member of APEDA (India) or REAP (Pakistan)		
(b)	Meet requirements of food safety standards		
(c)	Non-genetically modified (non-GMO) certificate		
(d)	Shall supply basmati as per STC's required specifications at Annex 1		
(e)	Have minimum three years' experience in export of basmati rice		

We, the undersigned, certify that information provided in Pre-Qualification sheet above is true and correct.

Dated this ......2019

.....

(Authorised Signature)

(in the capacity of)

(Company)

(Company Seal)

# Annex V- Page 1 of 3

#### **COMPANY PROFILE**

(a)	Company details			
Com	bany Name:			
Date	of Incorporation:			
Regis	tered Office:			
Licen	se Number:			
Phon	e No:		Fax:	
E-ma	il:		Website:	
Pleas	e indicate number of st	aff:		
Dloop	a indianta ifu			
	e indicate if: r Sole s	olling agent	Commodi	tu / gonoral trador
	se of Miller, please indi	elling agent	Commou	ty / general trader
(i)	Number of plants			
(ii)	Location of plant(s)			
(iii)	Installed capacity			
(iv)	Milling technology			
(v)	Flagship brand/s			
(vi)	Details of Experience	in Supply and delivery	y of basmat	i rice
 (vii) 	Other Brands of Basr when?	nati rice your company	y has expor	ted to Mauritius and since
•••			••••••	

#### Annex V – Page 2 of 3

Year	Annual Production (MT)	Annual Exports (MT)	Exports value	Three major destinations
2018				
2017				
2016				

#### (b) Total Annual production & Exports of basmati rice during past 3 years

# (c) Provide details of Supply and delivery of Steam 1121 Extra Long Basmati Rice carried out recently:

Country	Product details	Value	Year 2016 (metric tons)	Year 2017 (metric tons)	Year 2018 (metric tons)

(d)		Anne. your company represents / is represented l e supply in Mauritius and in such event pro	
	Yes 🗆 No 🗆		
(e)	Relevant Experience of N	lanagement and Technical Personnel	
(f)	Accreditations and Awar	ds	
(g)	Authorised Signatories/c	ontact persons	
	Name	Designation	
			Annov VI

Company Name:	MARKETING PROPOSA	AL
Packaging:		
Point of Sale Materials:		
Advertising Materials:		
Technical Expertise/Training		
Marketing event sponsorshi	o:	
Value additions:		
Authorised signatory:		
Name	Designation	Signature

#### Annex VII- Page 1 of 2

#### FORM OF AGREEMENT

WHEREAS the STC is desirous that the Supply and delivery Steam 1121 Extra Long Basmati Rice as described in the bidding document issued by the STC be performed by the Supplier and has accepted an offer by the Supplier for the Supply and delivery of basmati rice at the price defined in the bidding document and in the Supplier's offer (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bidding document referred to.
- 2. The STC agrees to retain the services of the Supplier and the Supplier agrees to supply and deliver basmati rice during period **20 March 2019 to 15 April 2019** as follows:

Product	Quantity	Country of Origin	Crop Year	Loading quantity per TEU container	Price per metric ton (MT), CFR-Port Louis, Mauritius in US Dollars(*)
Steam 1121	50				(In figures)
Extra Long	Metric				,
Basmati Rice	tons				
in <b>5KG</b> non-	1/ 100/				USD / MT
woven	+/- 10%			Metric	(In words)
polypropylene	at STC's			Tons	
bag or	option				
equivalent					

(\*) – Price per metric ton, stuffed in dry TEU Container.

Price basis: Cost and Freight – Port Louis, Mauritius, CYCY (from Container Yard to Container Yard)

Currency: US Dollars, Price excludes VAT (Value Added Tax in Mauritius)

- 3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Bidding document issued by STC on .....
  - (b) STC's Letter of Award dated .....and the letter of acceptance of Supplier dated .....
  - (c) any additional correspondence, in writing, on the above; and
- 4. In consideration of the payments to be made by the STC to the Supplier as agreed, the Supplier hereby covenants with the STC to supply and deliver basmati rice in all respects with the provisions of the bidding document of the Contract.
- 5. The STC hereby covenants to pay the Supplier in consideration of Supply and delivery of basmati rice, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius.

Signed, Sealed and Delivered by

..... (for the STC)

In the presence of .....

Signed, Sealed and Delivered by

..... (for the Supplier)

In the presence of .....

Annex VIII

#### **BID SCHEDULE CHECKLIST**

# Procurement Reference No.: STC/BR/01/JAN19

Description	Attached (please tick if submitted and cross if not)
Bid Form	
Bid Submission Sheet	
Eligibility evidence	
Valid trade license or equivalent	
Business Registration Card or equivalent	
Any other relevant documents	
Pre-Qualification, Evaluation and Selection	
Pre-Qualification Sheet (as per format at Annex IV)	
Company profile (as per format at Annex V)	
Latest Audited financial statement (not earlier than 2016)	
Marketing Proposal (as per format at Annex VI)	

Name of Bidder(s)	
Contact Person	Phone Number
Signature of authorised signatory	
Company Seal	