

**THE STATE TRADING CORPORATION OF INDIA LTD.,
B-1-201, MARATHON NEXTGEN INNOVA, OPP PENINSULA COR. PARK,
LOWER PAREL (W) MUMBAI-400013**

Tel: (022)24919656, Fax: (022)24902411, 24955264

Tender No. STC/EO/OFFSPEC/02/2011-12 Dated 15.07.2011

Closing of the Tender: 15:00 IST on 20.07.2011

Opening of the Bids at 15:30 IST on 20.07.2011

I. Description of the commodity

Imported RBD Palmolein Oil (approx. 27 MTs) lying in Tank nos.13 at STC's installation at Mallet Bunder Mumbai.

II. Eligibility for participants:

Only refiners of the vegetable oils and Vanaspati/soap manufacturers having valid edible oil registered user's license are eligible to participate. The tenderers shall have to furnish to STC the attested photocopy of their license along with the offer.

III. Terms and Conditions

1. The stocks of edible oil as mentioned above are available for sale on "**AS IS WHERE IS**" basis. No samples are allowed to be drawn. However, **material can be inspected visually at the site.**
2. The offers should be made by each tendered for entire quantity on gross weight basis.
3. Price to be quoted in Annexure I
4. Bid must remain valid for a period of 2 days from the date of closing of tender i.e bid should be valid till **17:30 hrs on 22.07.2011**
5. Bid should be accompanied with an EMD of Rs.1,00,000/- through Demand Draft / Banker's cheque in favour of "**The State Trading Corporation of India Ltd.**" In case the tender is not awarded the EMD so submitted will be returned by STC within a fortnight from the date of award of the tender. EMD deposited with STC will not be entitled for any interest.
6. The offer complete in all respects along with EMD in sealed envelope addressed to Branch Manager, The S.T.C. of India Limited, **B-1-201, MARATHON NEXTGEN INNOVA, OPP PENINSULA COR. PARK, LOWER PAREL (W) MUMBAI-400013** **should be dropped in the tender box kept at the above address latest by 15:00 hrs on 20.07.2011.** Offers should be submitted as per price bid format provided at **Annexure-I.**

The following may also be compiled with:

- A. **Each page of tender document must be signed by the bidder, as a token of their acceptance of the terms and conditions of this tender.**
- B. **Offer(s) incomplete or deficient, received late and/or not accompanied with valid EMD shall not be accepted.**

C. STC has the right to accept or reject the offer without assigning any reason whatsoever.

STC reserves the right to forfeit the EMD of successful bidder, in case the successful bidder fails to fulfill any term(s) and condition(s) of the contract.

7. EMD amount will be refunded only after the entire awarded quantity is lifted by the tenderer and there are no dues against the tenderer in respect of this particular tender.
8. Once the bid is submitted, it will be deemed that the bidder has satisfied himself/herself with the terms and conditions of the tender and will abide by the same. **The bid once given shall not be allowed to be withdrawn.**
9. Weights certified by the independent surveyors appointed by STC on approved weighbridge of STC or nominated by STC, after taking the tare and gross weights of the tank lorries/trucks shall be delivered weight which shall be final and binding on the buyer and which shall be the basis of issue of sale invoice at the rate accepted in the tender.
10. The above stock is lying in STC's tank no 13 at Mallet Bunder will be sold on gross weight taken at weighbridge installed at STC's installation and weighted in the manner mentioned in clause 9 above.
11. Any deterioration in quality/shortage of oil in transit after delivery by STC shall be the sole responsibility of the buyers and STC shall not be liable for any consequential claim, action and/or damages of whatever nature under Act/Rules/Regulations or otherwise.
12. The oil is not meant for direct human consumption and is being sold to soap manufacturers, refiners and Vanaspati manufacturers by STC with condition that the oil so purchased by them would be refined to prescribed PFA standards before use and/or sale. The successful tenderer, prior to taking delivery order from STC, will be **required to furnish as undertaking to STC as per format at Annexure II on a non-judicial stamp paper duly attested by Notary Public** that the imported oil purchased by them from STC under the captioned scheme shall not be sold by them in the market before re-refining the same in their unit. The successful tenderer will indemnify STC for any liability arising out of the consequential claim/action and/or damages if any of whatever nature under any act or rules/regulations or otherwise.
13. The successful tenderer will be required to make payment by Bank Draft/Pay Order/through RTGS for full sale value of the quantity awarded plus applicable sales tax, local levies, cesses, etc if any, to STC Mumbai within 5 working days after the date of acceptance of the tender by STC.
14. STC Mumbai will issue Delivery Order after receipt of full payment as per clause 12 above.
15. **The successful tenderer will be required to lift the entire quantity within 3 days after the date of issue of delivery order.**
16. **Time is essence of the contract, and in case of default by successful tenderer in making the payment and/or taking delivery within the prescribed period, as mentioned above the EMD so deposited by him/her with STC, shall be forfeited without any further notice/intimation and STC will be free to dispose of the unlifted quantity, if any. Since the quantities mentioned above are on approximate basis, the successful tenderer will also be required to lift excess quantity i.e over**

and above the quantity mentioned in delivery order, if any, at the same rate, terms and conditions.

17. STC reserves the right to accept or reject in full or in part any or all tenders at its absolute discretion without assigning any reason whatsoever.

IV. FORCE MAJEURE

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

V. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will be applicable. The venue of the arbitration will be New Delhi only.

ANNEXURE I

**PRICE BID against Tender for the sale of imported edible oil under scheme No.
STC/EO/MUM/OFFSPEC/02/2011-12 DATED 15.07.2011**

NAME OF THE BIDDER:

ADDRESS:

Telephone No:

Fax No:

Contact Person:

Sl. No	Type of Oil	Approx. Quantity (in MTs)	Rate Offered	Total Amount
1.	RBD Palm	27 MTs		

Details of Earnest Money Deposit :

DD/PO/UTR No.	DATE	NAME OF BANK, (In case of RTGS- Name of STC's Bank and Branch)	Amount (INR)

Seal of the company

Name, Designation and Signature of Bidder

Date :

Place :

ANNEXURE II

We have carefully gone through the terms and conditions of the Tender Document and here by agree to abide by the same for the fulfillment of the contract.

We also declare that

1. We are edible oils registered users holding valid license no.datedand the same is valid. (attested copy enclosed).
2. We also undertake that the oil purchased by us under the above scheme will be processed/refined to prescribed PFA standards, in our unit located at..... and sold to wholesalers, retailers/consumers for edible use strictly in conformity with our license conditions.
3. We are not on any debarred/abeyance list of Government.
4. All Central or state, present or future taxes, duties, cesses, levies etc. as applicable will be extra on our account.
5. The offer is valid for your acceptance till one month from date of opening of tender.

Seal of the company

Name, Designation and Signature of Bidder

Date :

Place :