



## The State Trading Corporation of India Ltd

B 1-201, Marathon Nextgen Inova, Opp. Peninsula Corporate Park,  
Off. Ganpatrao Kadam Marg, Lower Parel(W), Mumbai- 400013  
Phone : 022 24928245 Fax: 02224902411/24955284

### EDIBLE OIL DIVISION

TENDER NO: STC/EO/MUM/OFFSPEC-02/2012-13; DTD. 22.02.2013

**Closing of Tender 01.03.2013 at 15.00 IST**

**Opening of the Technical Bid at 15:30 IST on 01.03.2013**

### SCOPE OF WORK & INVITATION OF BIDS

THE State Trading Corporation (STC) OF INDIA LIMITED, MUMBAI.(A Govt. of India Undertaking, under the Ministry of Commerce) having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi- 110 001 and Branch Office at B 1-201, Marathon Nextgen Inova, Opp. Peninsula Corporate Park,Off. Ganpatrao Kadam Marg, Lower Parel(W), Mumbai- 400013 invites bids for sale of off spec oil lying in tank no 13 at its installation at Mallet Bunder (Near Ferry Wharf, Mumbai 400009).

#### **Description of the commodity**

STC is having approximately 160 MTs off Spec oil (Imported RBD Palmolein) lying in Tank. No 13 at STC's installation at Mallet Bunder. The quantity mentioned is approximate and the actual quantity will be determined only at the time of delivery.

The oil is not meant for direct human consumption and is intended to be sold to soap manufacturers or refiners by STC with the condition that the oil so purchased by them would be refined to prescribed PFA standards before use and/or sale or will be used in soap manufacturing. The successful tenderer, prior to taking delivery order from STC, will be **required to furnish an undertaking to STC as per format as Annexure II for Refiners and Annexure III for soap manufacturers 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 to prescribed PFA standards in their unit or will be utilized for soap manufacturing only as the case may be. 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.

## **TENDER PRE-QUALIFICATION / PRE-REQUISITES:**

1. Only refiners or soap manufacturers having valid refining license for edible oil or valid soap manufacturing license are eligible to participate. The tenderers shall have to furnish to STC a self attested photocopy of their license along with the offer. The trader(s) are not allowed to participate in the tender.
2. The tenderer must provide Audited Annual Account clearly mentioning the quantity of off spec purchased and quantity of soap manufactured/sold in the last three financial years is mentioned or any other audited statement showing quantity of off spec oil purchased and utilized.
3. The minimum quantity of the off spec purchased during these financial years should be 75 MTs.

The tenderer who fulfils the above criteria only will be eligible for participating in the tender. Documentary proofs for the above mentioned requirement must accompany the tender bid. If the necessity arises or if STC feels, the documents will be cross verified by STC.

Tender in prescribed format complete in all respects (**each and every page of the tender document must be signed and stamped**) accompanied with documentary proof should be **dropped in the box kept at the reception of the STC Mumbai office on or before 15:00 IST on 01.03.2013** . The STC of India Ltd. shall not be liable for any delay in submission of the tender documents due to postal delay or any other reasons.

1. The tender document shall be submitted in two parts i.e.

Part-1:- Qualifying/pre requisite bid (in sealed envelope)

Part-2:- Price bid as per Annexure I in separate sealed envelopes super scribing the respective (Qualification and Price bid) on both the envelopes.

Both the envelopes should be kept in another envelope super-scribing the tender notice number and date.

2. The part-1 pre qualifying bid shall be opened in the presence of the tenderer or their authorised representatives (if they wish to remain present) in the office of STC Mumbai on the scheduled date and time (i.e on 01.03.2013 at 15:30 IST).

3. **The price Bids of those eligible bidders who qualify only in the pre qualifying bids shall be opened.** The exact date, time and venue of opening of Price Bids of the eligible bidders will be intimated through Fax/e-mail/phone/Courier service. **The offers should be valid for 15 days from the date of opening of the Offer.**

#### **Terms and Conditions**

1. The stocks of edible oil (off spec grade) as mentioned above are available for sale on "**AS IS WHERE IS**" basis. The analysis report of the edible oil off spec will be available with installation manager, Mallet Bunder for perusal. However neither sample for analysis nor copies of analysis report will be provided.
2. The reserve base price for the oil is ` 30,000 PMT plus taxes.
3. The successful bidder should make their own arrangement for taking delivery of Cargo.
4. Price to be quoted in Annexure I
5. Bid must remain valid for a period of 15 days from the date of opening of tender (technical bid) i.e bid should be valid till **17:30 hrs on 15.03.2013.**
6. Bid should be accompanied with an EMD of Rs. 5,00,000/- 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.
7. 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 03.01.2013.** 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 fulfil any term(s) and condition(s) of the tender.

8. 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.
9. 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.**
10. 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.
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 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 15 working days after the date of acceptance of the tender by STC.
13. STC Mumbai will issue Delivery Order after receipt of full payment as per clause 12 above.
14. The successful tenderer will be required to lift the entire quantity within 10 days after the date of issue of delivery order.
15. 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 un lifted 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.
16. The successful bidder will have to clean the tank properly after lifting the entire stock.
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 fulfil 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**

All disputes or differences whatsoever arising under or out of or relating to the construction, meaning and operation or effect of this agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be laws of India. The venue of arbitration shall be Delhi, India. The language of arbitration shall be English.

V Pal Kishtafar  
**DGM, STC MUMBAI**

**ENCL: AS ABOVE**

**ANNEXURE I**

**PRICE BID against Tender for the sale of imported edible oil under Tender No.  
STC/EO/MUM/OFFSPEC/02/2012-13 DATED 22.02.2013**

**NAME OF THE BIDDER:**

**ADDRESS:**

**Telephone No:**

**Fax No:**

**Contact Person:**

<b>Sl. No</b>	<b>Type of Oil</b>	<b>Bided Quantity (in MTs)</b>	<b>Rate PMT (Excluding taxes)* (in `)</b>	<b>Offered</b>	<b>Total (in `)</b>	<b>Amount</b>
<b>1.</b>	<b>RBD Palmolein (off spec grade)</b>	<b>160**</b>				

**\*Taxes applicable on off spec oil is 12.5 %.**

**\*\* Approximate, Actual weight to be calculated at the time of delivery**

**Details of Earnest Money Deposit:**

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

Seal of the company

**Name, Designation and Signature of Bidder**

Date :

Place :

**ANNEXURE II (UNDERTAKING FOR REFINERS)**

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

We also declare that

1. We are edible oils registered refiner holding valid license no. ....dated.....and 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 15 days from date of opening of tender.

Seal of the company

**Name, Designation and Signature of Bidder**

Date :

Place :

**ANNEXURE III (UNDERTAKING FOR SOAP MANUFACTURER)**

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

We also declare that

1. We are registered soap manufacturer holding valid license no. ....dated.....and the same is valid. (Attested copy enclosed).
2. We also undertake that the oil purchased by us under this tender will be utilized for purpose of soap manufacturing only at our soap manufacturing unit at .....and the off spec oil will be used 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 15 days from date of opening of tender.

Seal of the company

**Name, Designation and Signature of Bidder**

Date :

Place :