



THE STATE TRADING CORPORATION OF INDIA LTD.,
(*A Government of India Enterprise*)

EDIBLE OILS DIVISION

**JAWAHAR VYAPAR BHAVAN TOLSTOY MARG,
NEW DELHI-110001, INDIA**

Telephone:91-11-23313177, Fax: (91) 11-23701074

Email: eoil@stc.gov.in website: www.stc.gov.in

**TENDER FOR SALE OF REFINED BLEACHED DEODOURISED PALMOLEIN
(EDIBLE GRADE)**

TENDER NO: STC/EO/RBDPL/TDR-1/SALE/2008-09 DATED: 07.01.09

CLOSING AT 14.30 HRS. IST ON 12.01.09

TERMS & CONDITIONS OF TENDER

1. INVITATION FOR BIDS:

THE STATE TRADING CORPORATION OF INDIA LTD., NEW DELHI (A Government of India Enterprise), 1, Tolstoy Marg, Jawahar Vyapar Bhavan, New Delhi – 110 001, India, invites bids from interested buyers for sale of **Refined Bleached Deodourised Palmolein** as per the terms and conditions prescribed hereunder:-

2. ITEM:

REFINED BLEACHED DEODOURISED PALMOLEIN OIL

3. QUALITY & QUANTITY:

2000 MT (+/- 2 %) RBD Palmolein Oil is offered by STC on “as is where is basis” at **Mumbai** (Mallet Bunder, TANK-wise quantities as per Annexure-I) and the specifications of the RBD Palmolein Oil as per Annexure-II with the minimum bid quantity being **200 MT**. Exceptions are as under:-

- Bidders can bid for the entire offered quantity of **RBD PALMOLEIN OIL at Mumbai**
- Bids received for less than the minimum quantity shall not be considered.
- STC reserves the right to offer less or more quantity for sale from any of the tanks to the successful bidder(s).

4. PRICE:

Price to be quoted on Ex-Tank basis on “as is where is basis”. Bidder to indicate bid price and Sales Tax/VAT/CST as applicable separately. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders.

5. VALIDITY:

Bid must remain valid upto **17.30** hrs. IST on **13.01.09**.

6. BID BOND:

a. Bid should be accompanied with a Bid Bond/EMD of 5% of the total value of bid through Demand Draft payable at Delhi or Pay Order in favour of The STC of India Ltd.

b. Funds transferred on or before the tender closing date, through RTGS, to STC's Bank account in SBI, CAG Branch, Jawahar Vyapar Bhavan, New Delhi shall also be accepted as Bid Bond/EMD. Bidder to quote the complete details of RTGS including UTR No., name of STC's bank account into which RTGS was effected etc. Failure to mention UTR No. and other details pertaining to RTGS shall be treated as non-receipt of Bid Bond/EMD and the bid shall be rejected. Also, receipt of RTGS after tender date or change in UTR No at a later time and date shall result in the price bid of the bidder being invalid and consequently, any confirmation of business shall be reversed.

c. Bid Bond/EMD of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), will be returned after seven (7) days of award of the tender

d. Bid Bond/EMD of successful bidder shall stand forfeited if he fails to provide the balance amount of 90% within the time stipulated in the tender.

e. The amount of Bid Bond/EMD of the successful bidder(s) will be adjusted only in the last delivery order after receipt of the balance amount of 95%.

7. SUBMISSION OF BIDS:

The bids complete in all respects addressed to The General Manager (Edible Oils), The STC of India Ltd., Jawahar Vyapar Bhavan, 1, Tolstoy Marg, New Delhi –110 001, India should be submitted in sealed envelope latest by **14.30 hrs. IST on 12.01.09** at the above address.

The bidder has the option of submitting the Bid Bond/EMD at any of STC's Branch offices latest by **14.00 Hrs on 12.01.09**. The Branch office will issue a receipt for the same.

The Bidder shall make their own arrangements for faxing their price bid along with acknowledgment from STC's Branch office confirming receipt of Bid Bond, **on FAX No. 011 23701074** under intimation to us on the phone nos. of Mr. Prakash Chand, General Manager, i.e. **011-23701028**. However, STC shall not be responsible for any delay in receipt or non-receipt of the fax at the above-mentioned numbers.

The tender shall be opened at **15.30 hrs.** IST on same day i.e. **12.01.2009** in the Board Room of STC on 10th floor of their office premises at the above address. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per price bid format provided at Annexure-III.

The following may also be complied with:-

(a) The local agent of the bidder duly authorized by his principal, may submit offers, negotiate and sign contracts and other documents. (In case of any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on such local agent, shall be admitted and held as valid as if served upon the principal/bidder).

(b) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/Courier to the successful bidder(s) and/or his/their Agents(s) within the validity of offer.

(c) Offer(s) incomplete or deficient, received late and/or not accompanied by valid amount of Bid Bond may be rejected at the discretion of the STC.

(d) STC reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason therefor.

8. DOCUMENTS CONSTITUTING CONTRACT:

The Invitation of Bids, the terms and conditions of Tender, Bid of the Buyer and Letter of Acceptance issued by STC along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the Seller.

9. LIFTING OF THE STOCKS:

The successful bidder will be required to lift the stocks within **7 days** from the date of letter of acceptance issued by STC after paying full sale amount for the quantity to be lifted, in advance, to STC by way of Demand Draft/P.O./RTGS failing which STC will have liberty to dispose of the goods at the risk and cost of the bidder. In case the successful bidder is unable to get delivery of the goods from the tanks, the same must be informed, in writing, to the Branch of STC immediately.

10. SURVEYOR:

A surveyor shall be appointed by the Seller to monitor and supervise the delivery of goods to the buyer. The cost of the Surveyor, if the goods are lifted within the stipulated period will be to the Seller's account and if the lifting is done by the Buyer beyond the scheduled time, the cost of the Surveyor will be to the account of Buyer.

11. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, terrorism, 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.

12. LIQUIDATED DAMAGES:

In case the successful bidder fails to lift the stocks within the stipulated period of 7 days, carrying cost @ Rs.175 PMT/month plus service tax and education cess for a minimum period of one month or actual tank rent for a minimum period of one month plus 16% pa interest plus any other charges, which ever is higher, will be charged.

After seven days, STC will be free to rescind the contract and dispose of the cargo at the risk & cost of the bidder without issuing any written/verbal notice to the successful bidder for making payment and /or lifting the cargo. In addition, Bid Bond will be forfeited.

13. CANCELLATION OF CONTRACT:

If the Buyer fails to lift the goods within specified delivery period for reasons other than Force Majeure, the Seller shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Bid Bond. The Seller shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

14. ARBITRATION:

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is 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.

(PRAKASH CHAND)
GENERAL MANAGER

ANNEXURE – I

**TANK-WISE QUANTITIES OF REFINED BLEACHED DEODOURISED
PALMOLEIN OIL AT MALLET BUNDER, MUMBAI**

S. NO.	Name & Address of Installation	Tank No.	Quantity (Mt)
1.	The STC of India Ltd., Mallet Bunder, Mumbai	13	2000 MT

Annexure-II

RBD PALMOLEIN (EDIBLE GRADE)

GRADING FACTORS	SPECIFICATIONS
MOISTURE AND OTHER INSOLUBLE NON-INJURIES IMPURITIES (MAX)	0.1 PCT
REF.INDEX AT 40 DEG C	1.4550-1.4610
IODINE VALUE (WIJ'S METHOD)	56-62
UNSAPONIFIABLE MATTER (MAX.)	1.2%
SAPONIFICATION VALUE	195-205
PEROXIDE VALUE EXPRESSED AS MILL EQUIVALENT OF PER O2 KG (MAX)	5.00
FFA AS OLEIC ACID (MAX)	0.15%
FFA (AS PALMITIC) (MAX)	0.1 PCT
COLOUR (IN 5-1/4" LOVIBOND SCALE (MAX)	3 RED
MELTING POINT (MAX)	23 DEG C
CLOUD POINT (MAX)	10.30 DEG C

ANNEXURE-III

PRICE BID

NAME OF BIDDER

ADDRESS:

TEL NO. _____ **FAX No.** _____ **Telex No.** _____

Contact Person : _____

S.No.	Tank No.	Quantity (MT)	Offered Rate INR/PMT	Sales Tax/ VAT/CST

DETAILED OF EARNEST MONEY DEPOSIT:

D.D./P.O. NO./U.T.R. NO.	DATE	NAME OF BANK In case of RTGS, Name of STC's Bank & Branch	Amount (INR)

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

Name, Designation & Signature of Bidder