

THE STATE TRADING CORPORATION OF INDIA LIMITED

(A Govt. Of India Enterprise)

Jahawar Vyapar Bhawan, Tolstoy Marg, New Delhi - 1

TENDER FOR SALE OF YELLOW PEAS (EX-GODOWN BASIS)

TENDER NO: STC/PUL/SALE/01/2012-13

DATED: 20.04.2012

CLOSING AT 1500 HRS. IST ON 27.04.2012 AND OPENING AT 15 30 HRS. IST ON 27.04.2012

TERMS & CONDITIONS OF TENDER

1. INVITATION FOR BIDS:

The STC of India Ltd, invite sealed bids for sale of imported yellow peas crop year 2011 as details given below;

ITEM	MIN BID QTY IN MTS (LOT SIZE)	LOCATION OF PULSES
Yellow Peas (2011 CROP)	500	1. ATR-1 Godown Block A, Industrial Park, Mindhi, Vizag-12 2. LMJ Industrial Limited, Plot no 01, Zone IX - B VPT Exim park area, Near naval dock yard, Vizag-05

NOTE: Final saleable quantity can be increased or decreased at the sole discretion of the seller depending on the availability of the material at warehouse and prices received in the tender. In this regard the decision of the management of STC shall prevail and be final, conclusive and binding.

2. QUALITY:

Actual specification as per the pre-shipment inspection certificate issued by SGS .

Analysis Test / Specifications	Ordered specifications
	Canadian Origin
Other Colours	2.0% MAX
Foreign Material	0.5% MAX
Splits	8.0% MAX
Total Damage	5% MAX
Moisture	14%
Colour	Fair

3. PRICE:

Price to be quoted as per price bid format in Annexure- I on ex-godown basis.

4. VALIDITY:

Bid(s) must remain valid upto 17:30 HRS IST 4.05.2012.

5. PACKING

Material packed in 50 Kg PP bags.

6. BID BOND / EMD:

- a) Bid shall be accompanied with a Bid Bond/EMD of 15% of the total value of bid through Demand Draft /Pay Order in favour of “**The State Trading Corporation of India Ltd.**”, payable at **Delhi**.
- b) 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 within seven (7) working days of award of the tender to the successful Bidder(s).
- c) Bid Bond of successful bidder shall stand forfeited if he fails to provide the balance amount of 85 % within the total time frame stipulated in the tender.
- d) The Bid Bond /**EMD** of the successful bidder(s) will be adjusted at the time of final payment of the bid value.
- e) **Successful bidders are required to deposit the proportionate EMD amount at STC Delhi office/respective Branch office with respect to total quantity allotted against LOA within 3 banking days.**

7. DELIVERY TERMS

- a) The buyer has to organize his own transport for lifting the cargo from the warehouse.
- b) Delivery from ware house shall be on gross for net measurement basis.
- c) STC will arrange clearance of cargo in its name by paying all port and other charges and shall not be responsible for any delay in lifting of the cargo after the date of issue of delivery orders and all extra expenses incurred on this account including port rent/charges/demurrage etc. shall be borne by the Buyer.
- d) Cargo will be delivered as per availability at the seller's option from the godowns.
- e) Cargo can be shifted to a godown other than mentioned godowns on need basis at the sole discretion of the seller.

8. SUBMISSION OF BIDS:

The original offer complete in all respects marked and addressed to The Chief General Manager, The S.T.C. of India Limited, 6th Floor Annexe, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 should be submitted in sealed envelope along with requisite **EMD in original** latest by **15 00 hrs on 27.04.2012** in the tender box kept at the above address. Offers should be submitted in the **Corporate Office (New Delhi)** as per price bid format provided at **Annexure-I**.

The following may also be complied with:

- a) Each page / document must be signed by the Bidder.
- b) Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- c) STC reserves the right to accept or reject any or all bids including the highest bid wholly or partially or counter the bid(s) without assigning any reasons thereof.

STC reserves the right to forfeit the EMD of successful bidder in case the successful bidder –

- a) Fails to lift the goods within the specified period.
- b) Commits any breach of Contract or fails to fulfill any term(s) or conditions(s) of the Contract.

Note: Fax copy of bid bond and price bid will not be accepted.

9. DOCUMENTS CONSTITUTING CONTRACT:

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

10. PAYMENT:

- a) The successful bidder will be required to pay the balance amount of 85 % to STC by way of Demand Draft / Pay Order/RTGS payment/Account Transfer in favour of “The State Trading Corporation of India Ltd.”, payable at Delhi/ STC’s respective Branch for the entire stock, within 30 days from the date of Letter of Award.

In case buyer wants to pay through Inland Letter of Credit (90 days maximum) they will be allowed subject to following conditions;

- i. Buyer will arrange ILC through his own limits and allow STC to discount the LC by using buyers limit.
 - ii. Confirmed ILC to be established and charges shall be to the account of buyer. LC value should be for 100% value of LC quantity and 15% EMD will be adjusted after deduction of charges if any on completion of lifting as per tender terms and conditions.
 - iii. All bank charges including usance and discounting charges shall be to the account of buyer.
- b) In case the successful bidder fails to make the payments within the stipulated period of 30 days, no extension for making payment shall be issued and STC shall have the right to dispose of the goods at the risk and cost of the bidder in addition to forfeiture of EMD.

c) Delivery orders shall be issued against advance cash / confirmed LC payment only. The entire cargo has to be lifted 30 days from the date of Letter of Award. The D.O will be issued by STC's respective Branch.

d) All Taxes / Levies etc. shall be applicable as at extra and shall be to the account of the awardee of the tender.

11. SURVEYOR:

A surveyor shall be appointed by STC to monitor and supervise the delivery of goods to the successful bidder (s).

12. 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 STC/successful bidder(s) from wholly or partially carrying out their 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.

13. LIQUIDATED DAMAGES:

In case the successful bidder (s) fails to deposit the payment within the total time frame, STC will be free to rescind the contract and dispose of the cargo at the risk & cost of the successful bidder(s). In addition, their Bid amount will be forfeited.

14. CANCELLATION OF CONTRACT:

If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of Bid amount. STC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

15. ARBITRATION:

Any dispute or differences that may arise from time to time between the parties out of or relating to the construction meaning, operation, effect, or performance of this contract or breach thereof shall be settled amicably between the two contracting parties. If the dispute cannot be resolved then the matter shall be settled by arbitration in accordance with the Indian Arbitration Act, at New Delhi, India only.

SAMIR KAUL
CHIEF GENERAL MANAGER (PULSES)
Email: skaul@stc.gov.in

ANNEXURE I

TENDER NO: STC/PUL/SALE/01/2012-13

DATED: 20.04.2012

PRICE BID

Name of Bidder: _____

Address : _____

Tel No. _____ **Fax No.** _____ **Telex** _____

E Mail. _____

Contact Person _____

PRODUCT: YELLOW PEAS

Minimum bid Quantity (in Mts)	Location	Price Quoted (IN INR PMT)
500	1. ATR-1 Godown Block A, Industrial Park, Mindhi, Vizag-12 2. LMJ Industial Limited, Plot no 01, Zone IX - B VPT Exim park area, Near naval dock yard, Vizag-05	

DETAILS OF EARNEST MONEY DEPOSIT

Demand Draft/Pay Order & Date _____

Name of Bank _____

Amount Rs. _____

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 the Bidder