

THE STATE TRADING CORPORATION OF INDIA LIMITED

(A Govt. Of India Enterprise)

Jahawar Vyapar Bhawan, Tolstoy Marg, New Delhi - 1

TENDER FOR SALE OF PULSES

TENDER NO: STC/PUL/SALE/09/2008-2009

DATED: 9.2.09

CLOSING AT 15:00 HRS. IST ON 13.02.09 AND OPENING AT 15:30 HRS. IST ON 13.02.09

TERMS & CONDITIONS OF TENDER:

1. INVITATION FOR BIDS:

The STC of India Ltd, invite sealed bids for sale of imported pulses crop year 2008-09 as details given below;

ITEM	MIN BID QTY IN MTS (LOT SIZE)	LOCATION OF PULSES
Urad (FAQ)	500	Mumbai/Chennai
Red Lentils (Canadian)	500	Mumbai
Yellow Peas	2000	Kolkata/Mumbai

2. QUALITY:

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

(a) **BLACK MATPE WHOLE (URAD FAQ)**

FOREIGN MATTER	1% MAX
WEEVILED SEEDS	1% MAX
DAMAGED OTHERWISE	2.5% MAX
BROWN SEEDS	3% MAX
SISTER BEANS	3% MAX
SMALL SEEDS	6% MAX
MOISTURE	12% MAX

(b) **RED LENTILS WHOLE (CANADIAN)**

TOTAL DAMAGE (INCLUDING IMMATURE, SHRIVELED , HEATED FUNGI AND DISCOLORED GRAIN)	3.5% MAX
PURITY	99% MIN BY WEIGHT
MOISTURE	14% MAX
VARIETAL RESTRICTION	1% MAX BY WEIGHT
FOREIGN MATERIAL	1% MAX BY WEIGHT

(c) **YELLOW PEAS (Canadian Origin)**

GRADE	NO. 2 OR BETTER EXCEPT MAX. 8% SPLITS
GRADING FACTORS :	
- COLOUR	FAIR
- OTHER COLOURS	2.0% MAX
- FOREIGN MATERIAL	0.5% MAX
- SPLITS	8.0% MAX
- TOTAL DAMAGE	5% MAX
- MOISTURE	14% MAX

5. PRICE:

Price to be quoted as per price bid format in Annexure- 1 on ex-godown basis.

6. VALIDITY:

Bid(s) must remain valid upto 17:30 HRS IST 17.02.09.

7. PACKING

Material is packed in 50 Kg. (except for Yellow Peas which are non-standardized i.e. 50 Kg ($\pm 10\%$) PP bags).

8. BID BOND / EMD:

- a) Bid shall be accompanied with a Bid Bond/EMD of 5% of the total value of bid through Demand Draft /Pay Order/ RTGS payment/deposit in SBI-CAG Branch ,A/C No: 10813608364 and RTGS No: SBIN0009996 in favour of **öThe State Trading Corporation of India Ltd.ö**, 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 95 % 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.

9. DELIVERY TERMS

- a) The buyer has to organize his own transport for lifting the cargo from the warehouse/Container Freight Station.
- b) Cargo shall be considered delivered when loaded into trucks at the warehouse on gross weight measurement basis.
- c) STC shall not be responsible for any delay in lifting of the cargo and all extra expenses incurred on this account shall be borne by the buyer.
- d) Cargo will be delivered as per availability at the seller's option from the godowns/Container freight Station.

10. SUBMISSION OF BIDS:

The 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 latest by **1500 hrs on 13.2.2009** in the tender box kept at the above address. Offers should be submitted 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 lowest 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 condition(s) of the Contract.

11. 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).

12. PAYMENT:

- a) The successful bidder will be required to pay the balance amount of 95 % 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 offices for the entire stock, within 30 days (**interest free period**) from the date of Letter of Intent.
- 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 payment only. The entire cargo has to be lifted within 30 days from the date of issue of delivery order. The D.O will be issued by STC's respective Branch offices.
- d) All Taxes / Levies etc. will be applicable as at actuals.

13. SURVEYOR:

A surveyor shall be appointed by STC to monitor and supervise the delivery of goods to the successful bidder (s). The cost of the Surveyor, if the goods are lifted within the stipulated period will be to STC's account and if the lifting is done by the successful bidder (s) beyond the scheduled time of 30 days, the cost of the Surveyor will be to the account of successful bidder(s).

14. 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.

15. LIQUIDATED DAMAGES:

In case the successful bidder (s) fails to deposit the payment within the total time frame of 30 days, 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 Bond will be forfeited.

16. 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 Bond. STC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

17. 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/09/2008-09****DATED: 9.2.2009****PRICE BID****Name of Bidder:** _____**Address :**

_____**Tel No.** _____ **Fax No.** _____ **Telex** _____**E Mail.** _____**Contact Person** _____**PRODUCT:**

S.No.	Item	Quantity in MTs	Location	Price Quoted PMT

Price to be quoted in INR

DETAILS OF EARNEST MONEY DEPOSIT**Demand Draft/Pay Order & Date/RTGS-UTR Detail/Account Transfer Details**

_____**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