

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 ON EX-PORT BASIS

TENDER NO: STC/PUL/SALE/03/2008-2009

DATED: 26.9.08

CLOSING AT 15:00 HRS. IST ON 8.10.08 AND OPENING AT 15:30 HRS. IST ON 8.10.08

TERMS & CONDITIONS OF TENDER:

1. INVITATION FOR BIDS:

The STC of India Ltd, invite bids for sale of imported Yellow Peas No.2 or better of Canadian origin subject to the following terms and conditions;

2. ITEM:

i) Whole Yellow Peas No.2 or better of Canadian origin fit for human consumption of current crop 2008.

3. QUANTITY:

Total B/L quantity of yellow peas is 42368.971 MTs to be discharged at Vizag and Kolkata shipped per vessel **MV KONKAR THEO** from Vancouver port. Vessel ETA at Vizag port reported on 10.10.2008. Minimum quantity for which bidders have to quote is 5000 MTs. The bidder who offers sealed bids for the entire quantity shall be given preference.

4. QUALITY:

(a) **Ordered specification**

Analysis Test / Specifications	Ordered specification
	Canadian Origin
Other Colours	2 % MAX
Foreign Material	0.5 % MAX
Splits	8 % MAX
Total Damage	5 % MAX
Moisture	14 %
Colour	Fair

(b) As per Certificate of Pre- Shipment Inspection for Quality, Quantity and Weight No.311587 by CGC for 42368.971 MTs the product would qualify for peas No.2 Canada with the exception of 4.75 % splits.

5. PRICE:

Price to be quoted in INR based on load port inspection report in Annexure (1). The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders.

6. VALIDITY:

Bid(s) must remain valid upto 1700 hrs. IST on 15.10.2008.

7. TERMS OF DISCHARGE:

a) Written Notice of Readiness to discharge/deliver cargo (NOR) can be tendered at the discharge port only after the vessel has arrived at the port of discharge, completed all port formalities and filed application for berthing, obtained free pratique, filed Customs and Import General Manifests, secured prior entry at Customs and is ready in all respects for discharging cargo, even if final entry has not been obtained. NOR is to be tendered to the Buyer's port office and its nominated agent signed by the Master and/or owner's agent. The cargo has to be fumigated by the appropriate fumigant as per plant quarantine (Regulation of import into India) Order 2003 with schedules and subsequent amendments and the time and cost of the fumigation will be to the account of buyer.

b) NOR will be tendered between 1000 hours and 1700 hours IST on weekdays excluding Sundays, Charter Party holidays and local holidays and between 1000 hours and 1300 hours on Saturdays.

c) The cargo to be discharged at an average rate of 4500 MT for Vizag and Kolkata port Per Weather Working Day (PWWD SAT PM SHEXEIU) Sundays and Holidays excepted, even if used of 24 consecutive hours based on minimum number of four hatches or prorata. Each hatch must have one gear/crane. If detained longer, successful bidder to pay demurrage as per charter party, maximum upto USD 20,000/- per weather working day and on prorata basis for any part of the day. Despatch money, if any, shall be paid by the Seller to successful bidder at half the demurrage rate for all the working time saved. Lay time at discharge port shall commence 24 hours after the notice of readiness has been received in writing by Fax or cable by the successful bidder on all working days from Monday to Friday between 1000 hours to 1700 hours, provided Fax message was not garbled.

d) At discharge port, the vessel shall be confined to owners agent/ nominee, withowner paying customary fees related to the vessel. Any fees relating to the cargo are to be paid by the successful bidder(s).

Note: Shortage/Excess, if any shall be equally shared by the all successful bidders on prorata basis after the completion of the total quantity discharge from the vessel.

8. CHA, STEVEDORING, STORAGE:

1. Successful bidder(s) to nominate and appoint their own CHA, Stevedoring Agent & Storage agent for handling the cargo. All terms and conditions of CHA and Stevedoring and storage are to be settled directly between successful bidder (s) and CHA. Successful bidder(s) to also make payment to CHA directly.
2. The name of the CHA and the terms and conditions settled between the successful bidder (s) and the CHA shall be made available to STC within three days of issuance of letter of acceptance by STC to the successful bidder(s).
3. The cargo will be cleared in the name of STC as evidenced by the Import Bill of Entry and STC will remain the sole titleholder of the cargo till it is fully paid. Bidder's CHA will give an undertaking to STC that they will not effect any delivery to the successful bidder(s) until written authorization by delivery order is received by CHA from STC.
4. The successful bidder (s) shall be responsible for all activities upto storage including on board fumigation, bagging, storage and insurance for inland transit & storage of the cargo at their cost.

9. TAXES, LEVIES

All taxes, levies, cess i.e. VAT, Turnover Tax, APMC, Cess etc is to be paid by the successful bidder (s).

10. BID BOND / EMD:

- a. Bid shall be accompanied with a Bid Bond/EMD of 5% of the total value of bid through Demand Draft or Pay Order in favour of “**The State Trading Corporation of India Ltd.**”, payable at **Delhi**. Successful bidder have to deposit additional 10% EMD with THE STATE TRADING CORPORATION OF INDIA Ltd. Immediately on confirmation.
- 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 after 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.

11. SUBMISSION OF BIDS:

The offer complete in all respects marked “**Ex-Jetty/Port Sale of Yellow Peas**” 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 08.10.2008** 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 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.

12. 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).

13. PAYMENT:

- a) The successful bidder will be required to pay the balance amount of 85 % to STC by way of Demand Draft / Pay Order in favour of “The State Trading Corporation of India Ltd.”, payable at Delhi for the entire stock, within 30 days from the date of Letter of Acceptance.
- b) In case the successful bidder fails to make the payments within the stipulated period of 30 days, he shall be allowed additional time of 30 days for making the balance payment. However, applicable interest on monthly rest basis will be charged on account of delayed payment. No further extension for making payment shall be allowed 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.

Note: The above clause (b) is only applicable for the successful bidder those who quote for entire quantity.

- c) All Taxes / Levies etc. will be applicable at actuals.

14. 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 STCs 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).

15. 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.

16. 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.

17. 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.

18. 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: stc.pulses@gmail.com

ANNEXURE I**TENDER NO: STC/PUL/SALE/03/2008-09****DATED: 26.09.2008****PRICE BID****Name of Bidder:** _____Address :

Tel No. _____ Fax No. _____ Telex _____

E Mail. _____

Contact Person _____

PRODUCT: YELLOW PEAS

S.No.	Quantity Bid for	location	Price Quoted

Price to be Quoted in INR

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. **Demurrage and other related charges shall be payable by us.**

Name, Designation & Signature of the Bidder