

# **THE STATE TRADING CORPORATION OF INDIA LTD.**

(A Govt. of India enterprise)

Maker Chamber IV, 6<sup>th</sup> Floor, Nariman Point, Mumbai – 400 021

Tel.: 22024878

Fax : 22024877 / 22852411

## **TENDER FOR SALE OF PULSES**

**(Black Matpe, Lemon Tur & Yellow Peas )**

**EX-GODOWN, KALAMBOLI / AMBERNATH / VASHI / THANE / BHIWANDI / MBPT**

**TENDER NO.: STC/MUMBAI/PUL/SALE/09/2008-09; DATED 07.11.2008**

**CLOSING ON 14.11.2008 AT 15:00 HRS.**

**OPENING OF BIDS ON 14.11.2008 AT 15:15 HRS.**

### **TERMS & CONDITIONS FOR TENDER:**

#### **1. INVITATION FOR BIDS:**

The STC of India Ltd., invites bids in Lots of 500 MTs for the sale of about 10,000 MTs (+/- 10%) of imported BLACK MAPTE WHOLE (URAD), 5000 MTs (+/- 10%) of imported LEMON TUR (WHOLE) both are 2008/2009 Crop and 30,000 MTs (+/- 10%) of imported YELLOW PEAS of Current Crop.

#### **2. ITEMS:**

BLACK MATPE WHOLE (URAD) - Quality FAQ of 2008/2009 Crop.

LEMON TUR - 2008/2009 Crop.

YELLOW PEAS - Quality No. 2 or Better of Current Crop

#### **3. COUNTRY OF ORIGIN:**

Black Matpe - Myanmar

Lemon Tur - Myanmar

Yellow Peas - Canada

#### **4. CONTRACT SPECIFICATIONS:**

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

##### **I) BLACK MATPE WHOLE (URAD)**

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.

ii) LEMON TUR WHOLE (ARHAR)

Foreign Matter	1 % Max.
Weeviled Seeds	2 % Max.
Damaged otherwise (Including immature shriveled, heated fungi and discoloured yellow seeds)	4 % Max.
Brown Seeds	3 % Max.
Sister Beans	3 % Max.
Small Seeds	5 % Max.
Moisture	12 % Max.
Mycotoxin including aflatoxin	Not to exceed 0.03% milligrams per kilogram

iii) YELLOW PEAS

Foreign Matter	0.5 % Max.
Colour	Fair
Other Colours	2.0 % Max.
Splits	8.0 % Max.
Total Damage	5.0 % Max.
Moisture	14 % Max.

**5. QUANTITY:**

As mentioned at Sr. No. 1 above lying at CWC Warehouse, FCI Complex, Kalamboli , CWC Warehouse Ambernath / Vashi / Bhiwandi / Thane and Mumbai Port Trust Warehouses. Material can be inspected visually at the Godowns.

**6. PRICE:**

Price to be quoted in **Annexure-1** on ex-godown basis.

**7. PACKING:**

Material is packed in 50 kg. (except for Yellow Peas which are non-standardised i.e. 50 kg. (+/- 10%) ) PP bag.

**8. VALIDITY:**

Bid must remain valid for a period of TEN days from the date of closing of tender i.e. bids should be valid till 17:30 hrs on 24.11.2008.

**9. EARNEST MONEY DEPOSIT (EMD):**

- Bid shall be accompanied by an EMD of 25% of bid value in the form of Demand Draft or Pay Order in favour of The State Trading Corporation of India Ltd., payable at Mumbai.
- EMD of the unsuccessful Bidder(s), including those whose bid(s) are not accepted will be returned within seven working days of expiry of offer.
- EMD of successful bidder shall be adjusted at the time of final delivery.

#### 10. PAYMENT TERMS:

- a) The successful bidder will be required to pay the balance amount of 75 % in advance to STC by way of Demand Draft / Pay Order in favour of "The State Trading Corporation of India Ltd.", payable at Mumbai, within 7 days from the date of Letter of Acceptance failing which STC will have the right to dispose of the goods at the risk and cost of the bidder in addition to forfeiture of EMD.
- b) **Delivery Orders shall be issued against advance cash payment only.** The entire cargo has to be lifted within 7 days from the date of issue of delivery order.
- c) All Taxes / Levies / Cess, etc. will be applicable as at actuals.

#### 11. SURVEYOR:

A surveyor shall be appointed by the Seller to monitor and supervise the delivery of goods to the buyer.

#### 12. DELIVERY TERMS:

- a) The buyer has to organize his own transport for lifting the cargo from the warehouse.
- 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 mentioned at Sr. No. 5.

#### 13. SUBMISSION OF BIDS:

The offer complete in all respects marked, and addressed to the Branch Manager, The S.T.C. of India Limited, Maker Chamber IV, 6th Floor, Nariman Point, Mumbai - 400021 should be submitted in sealed envelope along with requisite EMD latest by **15:00 hrs on 14.11.2008** in the tender box kept at the above address. Offers should be submitted as per price bid format provided at **Annexure-I**. The Tender Bids will be opened on **14.11.2008 at 15:15 hours**. Tendering party's authorised representative may attend the opening of the Tender Bids.

**The following may also be complied with:**

Each page of tender document must be signed by the Bidder.

- a) Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- b) STC reserve 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 condition(s) of the Contract.

#### **14. 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 shall constitute the Contract between the Buyer and the Seller.

15. Goods are being offered for sale on 'Ex-godown as is where is basis'. Bidder is free to visually inspect the material before submitting the bid.

#### **16. 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 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.

#### **17. ARBITRATION :**

Any dispute or differences that may arise 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 as per rules of The Indian Council of Arbitration in accordance with the Indian Arbitration Act, 1996 at Mumbai, India only. The arbitrator(s) shall be retired judge of High Court or Supreme Court from the panel of Arbitrators of Indian Council of Arbitration. The third arbitrator if appointed shall be senior to nominated arbitrator(s).

( RAVI JADHAV )  
MANAGER ( MARKETING )

Place : MUMBAI

Date : 07.11.2008

**ANNEXURE - I**

PRICE BID against Tender No. STC/MUMBAI/PUL/SALE/09/2008-09; DATED  
07.11.2008

**DETAILS OF THE TENDERER**

1. Name : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Address of Buyer : \_\_\_\_\_  
Phone Number : \_\_\_\_\_  
Fax Number : \_\_\_\_\_  
Email id : \_\_\_\_\_

I. Income Tax PAN of the Firm/Company \_\_\_\_\_

II. VAT/CST Registration Number \_\_\_\_\_

2. ITEMS:

I. BLACK MATPE WHOLE (URAD) QUALITY FAQ OF 2008/2009 CROP

PRICE QUOTED: Rs. \_\_\_\_\_ PMT Ex-godown \_\_\_\_\_

QUANTITY: \_\_\_\_\_MTs

II. LEMON TUR WHOLE (ARHAR) OF 2008/2009 CROP

PRICE QUOTED: Rs. \_\_\_\_\_ PMT Ex-godown \_\_\_\_\_

QUANTITY: \_\_\_\_\_MTs

III. YELLOW PEAS OF CURRENT CROP

PRICE QUOTED: Rs. \_\_\_\_\_ PMT Ex-godown \_\_\_\_\_

QUANTITY: \_\_\_\_\_MTs

3. DETAILS OF EARNEST MONEY DEPOSIT :

Demand Draft / Pay Order No. and Date \_\_\_\_\_

Name of the Bank & Branch \_\_\_\_\_

Amount (Rupees) \_\_\_\_\_

We hereby confirm that we have carefully gone through the terms and conditions of the Tender Documents and agree to abide by the same.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal of the Firm / Company

Place : \_\_\_\_\_

Date : \_\_\_\_\_