THE STATE TRADING CORPORATION OF INDIA LTD.

(A Govt. of India enterprise)
B-1-201 IInd Floor Marathon Nextgen Innova, Opp.Peninsula
Corporate Park, Off Ganapatrao Kadam Marg, Lower Parel(W),
Mumbai 400 013.FAX 24902411/24955264

TENDER FOR SALE OF DAMAGED CARGO OF PULSES
(Toor Malawi, Yellow Peas and Chick Peas)

Kotak Agro Turbhe/Saptashrungi Vashi/Suyash Comm./OK Mill Rey Rd. WAREHOUSE

TENDER NO.: STC/MUMBAI/PUL/SALE/ 02/2011-12 DATED 04.08.2011
CLOSING ON 11.08.2011 AT 15:00 HRS.
OPENING OF BIDS 11.08.2011ON AT 15:30 HRS.

TERMS & C0NDITIONS FOR TENDER:

1. INVITATION FOR BIDS:

The STC of India Ltd. invites bids for the sale of about 402.915 MTs of damaged pulses.

2. BID QUANTITY :
The bidder has to bid for entire quantity of particular commodity.

3. ITEMS:
Toor Malawi
Yellow Peas
Chick Peas

1. QUANTITY:

Toor Malawi 23.920 MTs (+/- 10%) Suyash Commodities Uran/JNPT Kotak Agro Turbhe warehouse

Yellow Peas 355.015 MTs (+/- 10%) Suyash Commodities Uran/JNPT / OK Mills Rey Road
Chick Peas 24.520 (+/- 10%) Suyash Commodities Uran/JNPT

5. PRICE:

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

6. PACKING:

Material is packed in 50 kg. approx. PP bags.

7. VALIDITY:

Bid must remain valid upto **21.08.2011**

8. EARNEST MONEY DEPOSIT (EMD):

a) Bid shall be accompanied by an **EMD of 15%** 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.

b) RTGs details for payment of EMD :

STC A/c No.	00000011083987338
SWIFT No.	SBININBB162
IFS CODE NO.	SBIN0009995

c) EMD of the unsuccessful Bidder(s), including those whose bid(s) are not accepted will be returned to respective bidders.

d) **EMD of successful bidder shall be adjusted at the time of final delivery.**

9. PAYMENT TERMS:

a) The successful bidder will be required to pay the balance amount of 85% 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 **5 days** from the date of Letter of Award failing which STC will have the right to dispose of the goods at the risk and cost of the successful 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 15 days from the date of issue of Letter of Award

c) All Taxes / Levies/ Cess etc. will be applicable as at actuals, and the same will be borne by bidder.

d) No time extension whatsoever for payment/delivery will be given.

10. SURVEYOR:

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

11. 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.

12. SUBMISSION OF BIDS:

The offer complete in all respects marked, and addressed to the Branch Manager, The S.T.C. of India Limited, should be submitted in sealed envelope along with requisite EMD latest by **15:00 hrs on 11.8.11** 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 11.08.2011 **at 15:30 hours**. Tendering parties' authorised representative may attend the opening of the Tender Bids.

The following may also be complied with:

a) Each page of tender 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.
d) If the highest price (H1) quoted by two or more bidders is same, the quantity will be allotted proportionately to all H1 bidders.

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

a) Fails to deposit the payment within the total time frame of 15 days, from the issue of LOA, 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 EMD will be forfeited.
b) Fails to lift the goods within the specified period.
c) Commits any breach of Contract or fails to fulfill any term(s) or conditions(s) of the Contract.
d) 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 risk and costs, whatsoever, consequent upon such cancellation of the contract.

13. 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.

14. 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.

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 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.

16. 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).

(ANURAG SINHA)
CHIEF MANAGER

Place : MUMBAI

Date : 4.08.2011

ANNEXURE – I

PRICE BID against Tender No. STC/MUMBAI/PUL/SALE/02/2011-12; DATED 4.8.2011

DETAILS OF THE TENDERER

1. Name : _____
   Contact Person : _____
   Address of Buyer : _____
   Phone Number : _____
   Mobile Number : _____
   Fax Number : _____
   Email id : _____

I. Income Tax PAN of the Firm/Company _____

II. VAT/CST Registration Number _____

2. ITEMS:

SR.NO.	COMMODITY	QUANTITY (MT)	PRICE QUOTED RS./PMT
01	TOOR MALAWI		
02	YELLOW PEAS		
03	CHICK PEAS		

3. DETAILS OF EARNEST MONEY DEPOSIT :

Demand Draft / Pay Order No. and Date _____ _____

Name of the Bank & Branch _____ _____

Amount (Rupees) _____

RTGS Details _____

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 :_____