

**THE STATE TRADING CORPORATION OF INDIA LTD;**  
**(A Govt. of India Enterprise)**  
**Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi - 110001**

**TENDER FOR PURCHASE OF PULSES**

**TENDER NO. STC/PUL/IMP/07/2009-10**

**DATED 12.01.2010**

**Tender closing time and Date 15 00 Hours IST on 19.01.2010**

The State Trading Corporation of India Ltd. (STC) invites offers for purchase of pulses as per details and other terms and conditions given below:

**1. Item ,Quantity & Shipment Schedule:**

<b>Pulse (2009-10 crop)</b>	<b>Country of Origin</b>	<b>Quantity in MTs</b>	<b>Mode of Shipment C&amp;FFO</b>	<b>Shipment Schedule</b>	<b>Discharge Port</b>
<b>Lemon Tur/ Pegion Peas Whole</b>	<b>Burmese</b>	<b>2000 (+/-5%)</b>	<b>Bagged in Container</b>	<b>Feb2010- 15 March 2010</b>	<b>Mumbai/ Chennai</b>
<b>Urad (FAQ)/ Black Matpe Whole</b>		<b>2000 (+/-5%)</b>			<b>Mumbai/ Chennai/</b>
<b>Green Moong Whole (Pedeshiwa)</b>		<b>2000 (+/-5%)</b>		<b>Feb 2010- March 2010</b>	<b>Mumbai/ Tuticorin</b>

**NOTE: I Qty can be increased or decreased at the sole discretion of the buyer depending on the prices received in the tender. Partition of minimum quantity shall not be entertained.**

**NOTE : II Country of Origin should be specifically mentioned in the Bid.**

**2. QUALITY/ SPECIFICATIONS:**

As per Annexure I

**ALL BIDDERS HAVE TO COMPLY WITH INDIAN PHYTOSANITARY REQUIREMENTS FIT FOR HUMAN CONSUMPTION.**

**3. SHIPMENT**

**Seller to arrange shipment as mentioned in table in clause 1.**

**Buyer has the right to amend Seller's shipment date within laycan.**

**4. PRICE**

**Offer for supply of Pulses to be quoted in USD PMT nett delivered weight and quality basis on C&FFO Basis. The prospective bidders are required to quote on C&FFO basis along with Port of loading.**

## 5. INSPECTION

A. The Buyer will appoint a Pre-Shipment Inspection Agency (PSI). The total cost of Pre-Shipment Inspection Agency shall be borne by the Seller.

B. The Seller shall, on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/despatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.

C. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch.

D. Quality and quantity to be final at load port as per load port surveyor's certificate. In the event of any variation in quality/quantity at discharge port, a joint survey shall be carried out and the buyer shall lodge claims on the seller. This is subject to clause 2(h) under annexure -IV

I) The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.

E. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/hatches of the vessel.

F. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.

G. Quantity, quality, weight, packing etc. Certificate to be issued by international reputed surveyor nominated by buyer at the port of loading at the time of shipment at seller's cost. Surveyors to ensure that the consignments conform to Indian Plant Protection and Quarantine requirements and issue a certificate to that respect in addition to the certificates issued by Government authorized agency of country of origin.

## 6) PAYMENT

100% payment by irrevocable, non-transferable letter of credit in US\$ through a scheduled bank in India against shipping documents (detailed in Annx. IV).

## 7) BID BOND / EARNEST MONEY DEPOSIT

The offer shall be accompanied by a BID BOND in **US dollars** as per STC's standard format as per annexure - II or bank draft made out in favour of STC of India Ltd. payable at New Delhi of a value equivalent to 5% of the total value of the offer made by the offeror. In case of unsuccessful bidders, the EMD/BID BOND shall be refunded/returned without interest. Bid Bond shall be valid up to 29.01.2010. Offers received without BID Bond/EMD will not at all be considered and will be summarily rejected.

**Note: Swift copy message of BID BOND will not be acceptable.**

**8) PERFORMANCE BANK GUARANTEE:**

In case of confirmation of business, successful supplier shall provide a performance bank guarantee (PBG) equivalent to 5% value of the contract within 5 working days from the date of finalization of business, as per STC standard format (Annexure-III) failing which STC reserves the right to forfeit/invoke the EMD/Bid Bond. The PBG (s) shall be valid upto 30.09.10

(i) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.

(ii) Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee within shipment period.

**9) OTHER TERMS-** As per Annexure IV.

**SUBMISSION OF BIDS & VALIDITY:**

The **original ink signed offer** complete in all respects addressed to Chief General Manager (Pulses), State Trading Corporation of India Ltd., Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi - 110001 be deposited in sealed envelope in tender Box conspicuously placed on the 6<sup>th</sup> Floor annexie at the above address latest by 15 00 Hrs. IST of 19.01.2010. **The tenders shall be opened in public on the same day (19/01/2010) at 15 30 Hrs IST.**

**OFFERS SHOULD BE TENDERED ONLY AS PER PRICE BID FORMAT** provided at Annexure-V.

The offers should be valid for acceptance by STC till 17 30 Hrs. IST of 29.01.2010.

Offers incomplete or deficient, received late and / or not accompanied by valid BID BOND/EMD shall be summarily rejected. STC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

a) **The local agent of the bidder duly authorized by his principal**, may submit offers, negotiate and sign contracts and other documents. In case of any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.

(b) **Each page/document and price bid must be ink signed and stamped by the Bidder.**

c) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.

(d) Seller have the option to ship in containers with no extra cost to STC with the prior consent of buyer.

(e) Letter(s) of acceptance/Award will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.

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**ANNEXURE - I**

**(i) LEMON TUR WHOLE(ARHAR)CURRENT CROP 2010**

To comply with Indian Phytosanitary norms

Parameter	Requirements
Foreign Matter	1% Max.
Weeviled Seeds  (Material should be free from live infestation)	2% Max.
Damaged otherwise (Including immature, shriveled, heated fungi and Discolored grain)	4% Max
Sister Beans	3% Max.
Brown seeds	3% Max.
Small Seeds ( Passing through 2.25 mm slotted sieve)	5% Max.
Moisture	12% Max.

**(ii) BLACK MATPE WHOLE (URAD ) (FAQ) CURRENT CORP-2010**

To comply with Indian Phytosanitary norms

Parameter	Requirements
Foreign matter	1% MAX
Weevilled seeds	1% MAX
Damaged otherwise	2.5% MAX
Brown seeds	3% MAX
Sister beans	3% MAX
Small seeds	6% MAX
Moisture	12% MAX

**(iii) GREEN GRAM( MOONG WHOLE) QUALITY(PEDISHEWA) CURRENT CROP 2010**

To comply with Indian Phytosanitary norms

Parameter	Requirements
Foreign Matter	0.5% Max.
Weeviled Seeds  Material should be free from live infestation)	1% Max.
Moisture	12% Max.
Sister Beans	1% Max.
Damaged otherwise (Including immature, shriveled, heated fungi and Discolored /Yellow seeds)	2% Max
Yellow Seeds	2% Max

## **GENERAL**

PLEASE NOTE ALL THE PULSES QUOTED SHALL BE FROM CURRENT SEASON'S CROP AND SHALL BE SOUND, SWEET, CLEAN, WHOLESOME, FREE FROM MOULDS/FUNGUS, LIVE INSECTS OBNOXIOUS SMELL, ARTIFICIAL COLOUR, ADMIXTURE OF UNWHOLESOME SUBSTANCE AND SHOULD BE OF REASONABLE UNIFORM SIZE, SHAPE AND COLOUR CHARACTERISTICS.

ALL REQUIREMENTS OF PLANT QUARANTINE (REGULATION OF IMPORT INTO INDIA) ORDER 2003 OR ANY AMMENDMENTS THEREOF TO BE STRICTLY ADHERED TO FAILING WHICH THE CONSIGNMENT WILL STAND REJECTED.

RADIO ACTIVE CONTAMINATION, IF ANY, WITHIN PERMISSIBLE INTERNATIONAL LIMITS.

MYCOTOXIN INCLUDING AFLATOXIN NOT TO EXCEED 0.03 MILLIGRAMS PER KILOGRAM.

TENDER FOR PURCHASE OF PULSES

BID BOND PROFORMA

( On stamp paper of Rs. 10/- to be executed by any international Bank through its branch office in New Delhi)

The State Trading Corporation of India Ltd.,  
Jawahar Vyapar Bhavan,  
Tolstoy Marg,  
New Delhi - 110001.

Dear Sirs,

WHEREAS M/s \_\_\_\_\_ (Offeror) has offered to supply a quantity of \_\_\_\_\_ MT of \_\_\_\_\_ to STC and the offeror is required to submit a Bid Bond at the rate of 5% of the price quoted along with the Offer as a guarantee for fulfillment of all the terms and conditions of subsequent sale, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC the amount of US Dollar \_\_\_\_\_ in case the offeror fails to perform any or all the obligations, undertaken by him as per STC's acceptance without any reservation, protest, demur and recourse to said offeror. Any such demand in writing made by STC shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. On receiving demand from STC, the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the bank. This guarantee shall be irrevocable and shall remain valid till 29.01.2010.

2. Notwithstanding anything mentioned hereinbefore, our liability under Guarantee is restricted to US\$ \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) and it will remain in force up to 29.01.2010. Unless the claim under the guarantee is filed against us on or before 29.01.2010 all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We \_\_\_\_\_ bank further agree that the guarantee hereunder contained shall not be affected by any change in terms of purchase originally offered by the Offeror and any change in the constitution of said Offeror / STC.

DATED

PLACE

Tender for Purchase of Pulses

PERFORMANCE GUARANTEE Format  
(to be executed by any prime bank in India on stamp paper of Rs.100/-)

The State Trading Corporation of India Ltd.,  
Jawahar Vyapar Bhavan,  
Tolstoy Marg,  
New Delhi - 110001.

1. Against Contract No./Tender No. \_\_\_\_\_ dated \_\_\_\_\_  
(hereinafter called the LOI/Contract entered into between the STC (hereinafter called the Buyers) and M/s. \_\_\_\_\_ (hereinafter called the Sellers)  
this is to certify that at the request of the Sellers, we \_\_\_\_\_  
Bank unconditionally and irrevocably guarantee to pay to the Buyers immediately on first demand, the amount of US \$ \_\_\_\_\_ (@ 5% of contract value) without any protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said contract. The decision of the Buyers duly communicated in writing to the bank that the sellers have failed to perform all or any of the obligations under the contract shall not be questioned and be final and conclusive. The said amount of US \$ \_\_\_\_\_ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer.
2. It is fully understood that this guarantee is effective for a period upto 30.09.2010 and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyers.
3. We \_\_\_\_\_ Bank, further agree that the buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract or/extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said sellers and/or forebear to enforce any of the terms & conditions relating to the said contract and we, \_\_\_\_\_ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said sellers or for any forbearance and/or commission on the part of the buyers, or any indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.
4. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Sellers/Buyers.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in New Delhi, India alone.
6. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of release.

FOR \_\_\_\_\_ BANK

ACCEPTED

OTHER TERMS1. PAYMENT

A. 'At sight' Letter of Credit to be established by the buyer on request of the seller not before 15 days from the cargo going on load. The 'Buyer' shall open an irrevocable Letter of Credit in favour of the seller payable at sight in US Dollars. The L/c shall be negotiable against presentation of the following shipping documents in good order: -

i) Clean on Board Charter Party Bills of Lading marked freight prepaid as per Charter Party made out to the order of opening bank and blank endorsed notify party " APPLICANT" showing the name of the consignee, in three (3) signed originals with three (3) non-negotiable copies. Bills of Lading must show that the goods have been shipped on Board and freight prepaid as per Charter party. Bill of Lading to be signed by the Master of the Vessel or by a named agent for an on behalf of the Master or the Owner.

II. 'Seller's signed commercial invoice in three (3) original with three (3) copies on the basis of shipped weight showing inter-alia Quantity, description and quality of Pulses shipped, price, net invoice value.

III. Certificates from the Govt. nominated official agency in the country of origin/surveyor nominated by the buyer confirming the following with reference to Contract specifications/requirements:

a) Origin, Grade quality, quantity and weight of Pulses shipped. Also certifying that the same is in conformity with the grade & quality requirements under the contract and is fit for human consumption.

b) Detailed quality analysis report of the pulses shipped with reference to contract requirements and specifications.

c) Pulses shipped are free from live weevils and other insects injurious to stored grains, including sitophilus Granarius.

d) Pulses are free from levels of radiation stipulated.

e) Pulses does not contain pesticidal residues other than the permissible limits.

f) Phytosanitary certificate in conformity with accepted international convention and phytosanitary regulation of India. Following additional declarations are required to be incorporated in the phytosanitary certificate that the consignment(s) conforms to the plant quarantine (Regulation of import into India) Order 2003 with schedules and subsequent amendments.

g) Fumigation Certificate certifying that the cargo has been fumigated prior to its sailing.

h) Conformity to quality requirements pertaining to poisonous weed seeds. Mycotoxins, Argemone Mexicana and Lathyrus Sativa, Uric Acid, Rodent Hair and Excreta, etc.

i) Copy of telex/fax indicating shipment particulars after completion of each shipment.

IV. Certificate from the ship-owners that they have no right of lien for demurrage, dead freight or of any other sort on cargo shipped on board the vessel by the sellers and that the buyers enjoy unfettered rights to the said cargo (one signed original and 4 photo copies).



**Note:** The above requirements shall be appropriately worded in the Letter of Credit. Any other essential documentary requirements can be added in the L/C.

B. All bank charges in India for the establishment of letter of Credit shall be borne by the Buyer. All bank charges outside India, including negotiation charges and foreign bank's reimbursement commission shall be borne by the Seller. The letter of Credit amendments/extensions charges, if any, shall be borne by the party responsible for occasioning the amendments/extension.

C. In case the seller fails to negotiate shipping documents within 15 days from the date of shipment and seeks extension in the period of negotiation of L/C beyond this period or original documents are not received by the buyer before arrival of the ship at the nominated discharge ports, due to any reasons whatsoever, the seller shall have necessary instructions issued to the ship/ship's agent at the discharge port to deliver the cargo to the Buyer and/or their nominee(s) against a simple letter of indemnity without insisting for original Bill(s) of Lading or Bank Guarantee.

- Negotiation of documents under reserve is not acceptable.
- Stale bill of lading and third party commercial invoice shall not be acceptable.

#### **D. FUMIGATION**

i) The consignment must be treated by appropriate fumigant in the holds of the vessel, prior to sailing strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003' with schedules and subsequent amendments.

ii) Seller must ensure conformity to quality requirements pertaining to poisonous weed seeds, Mycotoxins, Argemone Mexicana and Lathyrus Sativa, Uric Acid, Rodent Hair and excreta etc.

#### **2. INSPECTION/SURVEY AT LOAD PORT (S)**

a) The quality, quantity, weight, packing, etc. at load port(s) shall be supervised and certified by a Pre-shipment Inspection Agency in the country of origin and/or an independent surveyor nominated by buyer at seller's cost. The report of such Agency/Surveyor shall, inter-alia, cover the following:

- i) Cleanliness and fitness of the holds of the vessel/container for receiving pulses prior to commencement of loading.
- ii) Quality, Grade, Weight, packing and crop year and specifications;
- iii) Date of commencement and completion of loading and sailing of the vessel.

b) The seller shall on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stock for inspection, sampling, testing etc.

c) The PSI shall draw required number of representative samples jointly with the seller and other attending agencies, in accordance with the international trade practice, prior to loading of cargo tendered by Seller for shipment/dispatch.

- d) The results of the tests shall be deemed to be final at discharge port and shall be binding on both Buyer and Seller.
- e) The offered commodity shall be rejected if it does not meet any of the specifications or characteristics.
- f) The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/hatches of the vessel.
- g) PSI shall allow loading of cargo into ship after due satisfaction that the vessel is fully fit for loading of cargo, in accordance with the tender terms and conditions, vessel shall fulfill the discharge port parameters after loading, the gears of vessels are fully fitted and in accordance with the tender terms and conditions, the certificates are valid, holds are clean, dry and fit for loading of cargo etc. Valid PSI club member ship and all other restrictions etc. in case of any violation PSI may refuse to accept the vessel.
- h) In case the cargo is rejected by Indian Health & Phytosanitary authorities for not meeting the minimum quality regulations (already covered in contract specifications) the Seller shall be responsible and the payment claimed under the L/C shall be returned immediately on demand from the buyer with interest @ 18% p.a. The certificate issued by Indian Health & Phytosanitary authorities rejecting the cargo would be the conclusive proof and binding on the seller. The seller shall make his own arrangement to take back the rejected cargo at his own cost and expenses. The seller shall also reimburse the expenses incurred by the buyer like L/C opening charges, port charges, stevedoring, cleaning, handling and other charges, demurrage, storage, etc.

### 3) POST LANDING SURVEY

- i) In case of any damage to the cargo or any shortages found at discharge port during joint survey, the claim shall be lodged by the Buyer on the Seller/Ship-owner.
- ii) The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to the Chief General Manager (Pulses).

### 4) AGE OF VESSEL

The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classified society. The vessel shall not be over fifteen (15) years of age. A vessel over 15 years of age but not exceeding 25 years would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertised schedule should be dated prior to date of shipment. Overage premium, if any, shall be to Seller's account.

### 5. LIQUIDATED DAMAGES

In the event seller fails to effect delivery as per agreed delivery schedule the buyer is entitled to a rebate of US\$ 1.00 PMT per day subject to a maximum of two weeks whereafter buyer will be free to rescind the contract and claim damages @ US\$ 15 PMT for the undelivered quantity.

## 6. DAMAGES:

If the goods are not delivered within the contracted period of delivery, the seller shall be liable to pay to the Buyer on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of Industrial production in the Buyer's country and loss of other benefits to the buyer. The quantum of such damages will be determined at the sole discretion of Buyer.

## 7. CANCELLATION OF CONTRACT:

If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs whatsoever in consequences of such cancellation of the contract.

## 8. FORCE MAJEURE

If at any time during the continuance of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, quarantine restrictions, act of God or act of Government (including but not restricted to prohibition of export or import), fires, floods, explosions, epidemics, strikes, then the date of fulfillment of any engagement shall be postponed during the time when such circumstances are operative.

Any waiver / extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver / extension of time in respect of remaining deliveries.

If operation of such circumstances exceeds one month each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party, which is unable to fulfill its engagement under terms of this clause must within 15 days of occurrence of any of the causes mentioned in the clause, give notice to the other party of the existence or termination of the circumstances preventing the performance of the contract, duly endorsed by the appropriate authority / Chamber of Commerce in the country of the party giving notice.

## 9. TAXES, DUTIES AND BANK CHARGES

All duties, levies, taxes, cess, etc. (including all port dues at load ports), bank charges, including foreign bank's reimbursements commission and all other expenses outside India, shall be borne by seller. Port dues up to the point of delivery of cargo at discharge port shall be seller's account. Bank charges for extension / amendment of Letter of Credit to be borne by the party responsible for occasioning extension / amendment. All taxes, wharfage and/or dues on vessel freight shall be to the seller's accounts.

## 10. INSURANCE

a) The goods will be insured by the Buyer. The Seller shall, latest within 24 hours of sailing of the vessel inform The Chief General Manager (Pulses), STC OF INDIA LIMITED, JAWAHAR VYAPAR BHAVAN, TOLSTOY MARG, NEW DELHI 110 001(INDIA), by Fax (No. +91 11 23710298

/ 23701136) and the Insurance Company nominated by the Buyer, the following details of the shipment/dispatch:

- i) Name of the Vessel
- ii) Sailing/departure date
- iii) Port of Shipment/port of dispatch
- iv) Invoiced quantity and value of goods, Bill of Lading(s)
- v) ETA of vessel at Indian Port

b) This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills Of lading. Number of the open policy cover supplied to the Seller by the Buyer shall be quoted in the Commercial Invoice.

#### 11. DOCUMENTS CONSTITUTING CONTRACT

The Invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the Buyer alongwith any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the Seller.

#### 12. NO LIABILITY/OBLIGATION OF GOVT. OF INDIA UNDER THIS CONTRACT

It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.

#### 13. 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, 1996 at New Delhi, 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 shall be senior to nominated arbitrator(s).

(SAMIR KAUL)  
CHIEF GENERAL MANAGER (PULSES)  
E-Mail : skaul.stc@nic.in

TENDER NO. STC/PUL/IMP/07/2009-10  
PRICE BID

12.01.2010

(To be completed by foreign supplier)

Name of the Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail  
No. \_\_\_\_\_

Pulse (2009-10 crop)	Country of Origin	Quantity in MTs	Mode of Shipment C&FFO	Shipment Schedule	Discharge Port	Price PMT in USD
Lemon Tur/ Pegion Peas Whole	Burmese	2000 (+/-5%)	Bagged in Container	Feb2010- 15 March 2010	Mumbai/ Chennai	
Urad (FAQ)/ Black Matpe Whole		2000 (+/-5%)			Mumbai/ Chennai/	
Green Moong Whole (Pedishiwa)		2000 (+/-5%)		Feb 2010- March 2010	Mumbai/ Tuticorin	

DETAILS OF EARNEST MONEY DEPOSIT / BID BOND

Demand Draft / Bid Bond No.	Date	Drawn on	Amount (US\$)

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same unconditionally and unequivocally.

Name & Signature of Bidder

## **ANNEXURE - VI**

### **TERMS OF SHIPMENT ON C&F FREE OUT BASIS**

1. The Seller shall endeavor to ship the Pulses as far as possible in Indian flag vessels.
2. They shall nominate vessels atleast 7 days prior to loading, giving all particulars of the vessel including:
  - Name of the vessel; ex-name(s) if any;
  - Classification
  - GRT/NRT/DWT
  - Holds/hatches
  - Type of vessel
  - Flag of vessel
  - Year & month of built/Age of vessel
  - Type, condition and capacity of gear/derricks/cranes
  - LOA Beam
  - Name of Charterer/Disponent owners with full name & style
  - Details of P&I club for owners/charterers for cargo indemnity cover
  - current and validity of planned voyage
  - Hull insurance particulars and validity of cover
  - Particulars of performance of vessel's previous two voyages in the immediate past under same ownership and operation.
3. Loading to commence only after nomination has been accepted by Buyer. Only vessels suitable for carrying Pulses in bulk shall be nominated. Vessel(s) should be of such length and beam as to permit their easy entry to East Coast & West Coast of Indian Ports/Docks.
4. Vessels chartered/used should be of highest Class equivalent to Lloyds 100-A1or equivalent and registered with an approved classification society mentioned in Institute Classification Clause.
5. Vessels used should be geared vessels with suitable grabs for discharge of Pulses in bulk.
6. Vessels shall not be over 15 years of age. In case vessels are above 15 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller and the underlying Letter of Credit shall stipulate that the amount of OAP shall be deducted from the Invoice value. Sellers have the option of paying the OAP to the buyers within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.
7. For the purposes of OAP, the rates fixed by London Underwriters Association shall be applicable.
8. Seller shall ensure that vessels fixed have full marine insurance cover for Hull and Machinery and P&I insurance with P&I club in the International Group of Clubs or in case of Chinese flag vessels, with China Ship Owners Mutual

Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture, the vessel possesses Hull and Machinery insurance and full P&I insurance cover liability of the owners and/or the charterers.

9. In any event, the Sellers must obtain a Certificate from the vessel owners and Charterer (if relevant) or their representative that the vessel owners and Charterers (if relevant) undertake to continue the Hull and Machinery and P&I insurance unaltered until completion of the discharge at the final destination ports as per Charter party.

10. Charter Party should provide that the owners of the vessel shall not change the ownership and/or the name of the vessel till completion of the voyage and discharge of the cargo and that the vessel is not intended for break up till the voyage is completed and cargo discharged.

11. Ships on completion of loading at last port of loading, shall sail directly for nominated port(s) in India. Combining/co-loading of Buyers cargo with any other cargo can be done with the prior approval of Buyer only.

12. All cargo loaded shall be in cargo holds. Part shipment, transshipment and Shipment on deck are prohibited.

13. Shifting time to the second berth in discharge port used to count as lay time except first shifting.

14. After completion of loading at each port of loading (in case of more than one port of loading) within 24 hours, Sellers shall inform the Buyer by Email/fax, complete details of cargo loaded, date of commencement and completion of loading, Bill of Lading No. & date and Invoice value. It shall also contain the ETA at the next port of loading or at the discharge port.

15. Arrival draft of the vessel(s) should not exceed permissible limit for berthing at designated Indian ports. If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighter age and all lighter age expenses shall be to Sellers/Ship's account.

16. Vessel shall give 15 days notice to Buyer at their address given earlier. Thereafter 7 days, 3 days and 24 hours firm notices should be given.

17. 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.

18. Lay time to commence 24 Hrs. from the date and time of NOR.

19. NOR is to 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.

20. The cargo to be discharged at an average rate of 2500 MT for Chennai, 2500 MTs for Tuticorin and 2500 MTs for Mumbai Port Per Weather Working Day (PWWD SAT PM SHEXEIU) of 24 consecutive hours based on minimum number of four hatches or prorata. Each hatch must have one gear/crane. Sundays and Holidays excepted, even if used and weekened to be counted from SAT 12 00 HRS to MON 08 00 HRS i.e time not be count as lay time used. If detained longer, receiver to pay demurrage as per charter party, maximum upto **USD 20000/-** per weather working day and on prorata for any part of the day. Dispatch money, if any, shall be paid by the Seller to Receiver at half the demurrage rate for all the 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 receiver on all working days from Monday to Friday between 1000 hours to 1700 hours, provided Fax message was not garbled.

21. The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The nomination of the vessel shall be approved by the Buyer and the certificate of approval of vessel from the Buyer shall form the part of the documents required under the Letter of Credit to be established by the Buyer. The vessel shall not be over 15 years of age. A vessel over 15 years of age but not exceeding 25 years of age would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertised schedule should be dated prior to the date of shipment. In the event of vessel being over 20 years, overage insurance premium should be paid by the Seller as per Lloyds of London scale. The vessel on its last voyage prior to ship-breaking will not be acceptable.

22. Vessel to supply at each discharge port at all time ropes and net slings free of Charge. In case these are to be supplied by Buyer or its agent, same shall be at Seller's expense.

23. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.

24. In case of Container Shipments the above clauses will not apply except relevant clauses but seller to arrange 14 Days free detention period for all the Container shipments and also confirmation message from the respective shipping line stating 14 Days free detention period to be sent within 7 days form the date of shipment to the Buyer.

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