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

(A Govt. of India enterprise)

"Essar House" 4<sup>th</sup> Floor, 6, Esplanade, Chennai – 600 108

Tel.: (044) 25340211 / Fax (044) 25340469 / 25341784

# **TENDER FOR RISK SALE OF LEMON TUR WHOLE**

**EX-CWC CHROMPET WAREHOUSE, CHENNAI** 

TENDER NO: STC/CHEN/PUL/SALE/02/2011-12 DATED 08-11-2011

CLOSING ON : 15-11-2011 15:00 HRS (IST)
OPENING OF BIDS ON : 15-11-2011 15:30 HRS (IST)

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

# 1. INVITATION FOR BIDS:

The STC of India Ltd, invite bids for Risk sale of about **2259 MTs (approx) of imported Lemon Tur whole** in lots of **200 MTs** each on as is where is basis(Crop Year- 2010-11). The STC of India Ltd reserves the right to offer more or less quantity for sale to the successful bidder(s).

### 2. ITEM

Lemon Tur Whole (Crop Year- 2010-11)

# 3. QUANTITY:

As mentioned at Sl.No:1 above quantity lying at CWC, Chrompet Warehouse. Material can be inspected visually at the Godown /STC's Chennai Office. Offer should be in lots of 200 MTs each.

# 4. PRICE:

Price to be quoted in Annexure-1 on ex-CWC, Chrompet warehouse basis.

# 5. PACKING:

Material is packed in 50 kg., PP bags.

#### 6. VALIDITY:

Bid must remain valid for a period of fifteen working days from the date of closing of tender.

# 7. Earnest Money Deposit (EMD)

- a) Bid shall be accompanied by an interest free EMD of 5% of bid value in the form of Demand Draft or Pay Order in favour of The State Trading Corporation of India Ltd., payable at Chennai.
- b) 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.
- c) Successful bidders are required to deposit the proportionate EMD amount at STC Chennai Office with respect to additional quantity, allotted if any, within 3 banking days from the date of Letter of Award.
- d) EMD of successful bidder shall be refunded only after lifting of the cargo is completed.

# 8. Payment Terms:

- a) The successful bidder will be required to pay the cost of the cargo in advance to STC by way of Demand Draft / Pay Order in favour of "The State Trading Corporation of India Ltd.", payable at Chennai, within 15 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 bidder in addition to forfeiture of EMD. Any extension of time for lifting solely at the discretion of STC. If time extension is allowed, then, godown rent, surveyor's fees, insurance etc. are to be borne by the successful bidder.
- b) The successful bidder shall make advance payment through Pay Order/D.D. Delivery orders shall be issued against advance payments only.
- All Taxes / Levies etc., will be applicable as at actuals and at prevailing rates and to buyer's a/c.

## 9. Surveyor:

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

# 10. Delivery Terms:

- a) The buyer has to organize his own transport for lifting the cargo from the warehouse.
- b) Cargo shall be considered delivered from CWC, Chrompet warehouse on average bag weight basis (each bag weigh avg. 50 kgs) and "as is where basis is" once payment is received and corresponding Delivery Order is issued against such payments. Delivery/lifting to be completed within 15 days of issue of D.O and in any case entire allotted quantity to be lifted within 30 days from the date of Letter of Award.

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c) STC will not be responsible for any delay in lifting of the cargo after the date of issue of delivery orders and all extra expenses incurred on this account including godown rent/charges/demurrage etc., shall be borne by the Buyer.

### 11. SUBMISSION OF BIDS:

The offer complete in all respects marked, and addressed to **The Chief Manager (Marketing)**, **The S.T.C. of India Limited**, **4**<sup>th</sup> **Floor**, "Essar House", **6** Esplanade, Chennai – **600 108** should be submitted in sealed envelope along with requisite EMD latest by **15:00** Hrs on **15-11-2011** in the tender box kept at the above address. Offers should be submitted as per price bid format provided at Annexure-1.

- 12. The bidder of the offered product should not have been barred or blacklisted by any Government Department/organization including PSU and that the STC had not suffered any losses or loss of business reputation through them) please submit a self declaration to this effect).
- 13. Bidder shall indemnify STC that it will keep STC indemnified against all terms, taxes, claims demands, and demurrage etc arising out of or in respect of this contract.

## 14. 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 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 fulfil any term(s) or condition(s) of the Contract.

## 15. 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.

16. Goods are being offered for sale on 'Ex-CWC, Chrompet warehouse on "as is where is basis" and the discretion of STC'. Bidder is free to visually inspect the material before submitting the bid.

# 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 by arbitration in accordance with the rules of arbitration of The Indian Council of New Delhi and the award made in pursuance thereof shall be binding on the parties.

Place: Chennai (S.N. Kumar)

Date: 08-11-2011 Chief Manager (Marketing)

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## **ANNEXURE - 1**

# PRICE BID against Tender No.STC/CHEN/PUL/SALE/02/2011-12 DATED 08-11-2011

**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 \_\_\_\_\_ (copy to be attached) (ii) VAT/CST Registration Number \_\_\_\_\_ (copy to be attached) 2. ITEM: \_\_\_\_\_ 3. PRICE QUOTED: Rs. \_\_\_\_\_\_ PMT Ex-CWC, Chrompet warehouse 4. QUANTITY: \_\_\_\_\_MTs 5. DETAILS OF EARNEST MONEY DEPOSIT: Demand Draft / Pay Order No. and Date \_\_\_\_\_\_ Name of the Bank & Branch \_\_\_\_\_ Amount (Rupees): \_\_\_\_ is enclosed. 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 :\_\_\_\_\_