

**THE STATE TRADING CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001

**TENDER FOR SALE OF LEMON TUR OF BURMESE ORIGIN (2011 CROP)**  
**(AS IS WHERE IS BASIS)**

**TENDER NO: STC/PUL/SALE/04/2013-14**

**DATED: 15.10.2013**

**1. INVITATION FOR BIDS:**

The STC of India Ltd, invites sealed offers in two part bidding system for sale of Lemon Tur of Burmese Origin (ON AS IS WHERE IS BASIS) as per details given below:

<b>ITEM</b>	<b>APPROX. QUANTITY OFFERED FOR SALE</b>	<b>WAREHOUSE WHERE PULSES ARE STORED</b>
<b>Lemon Tur of Burmese Origin (2011 Crop)</b>	<b>4,050 MTs</b>	<b>Godown No. 1, Suyash Commodities Pvt. Ltd., PP Khar Patil Godowns, Village - Chirner, Uran, Raigad, Maharashtra, Pin Code - 410 206</b>

**Notes:-**

- 1. The approximate offered quantity is 4,050 MTs. However the actual saleable quantity may vary depending upon the actual availability at the said Warehouse.**
- 2. Minimum quantity for which the bids have to be submitted is 500 MTs. Bidders may quote for any quantity from 500 MTs (Minimum) to 4,050 MTs.**
- 3. Final saleable quantity can be increased or decreased at the sole discretion of STC depending on the availability of the material at warehouse and prices received in the tender. In this regard, the decision of the management of STC shall prevail and the same shall be final, conclusive and binding.**
- 4. Currently the pulses are stocked at the above mentioned warehouse. However, the same may be shifted to any other warehouse at any point of time at the sole discretion of STC.**
- 5. After considering the quantity offered for lifting by Highest acceptable bidder, in case any balance quantity is available for sale, STC at its sole discretion can decide to offer such balance available quantity to bidders in order of their hierarchy in comparative statement i.e. the H1 bidder will be given the first opportunity to accept more quantity at accepted H 1 rates and thereafter other bidders H2.....Hn onwards may be given the opportunity to accept the balance quantity at the same rate as offered to H1 bidder.**
- 6. In case the EMD amount deposited with bid is lesser than that required based on quantities finalized with bidder, the balance EMD shall have to be deposited within a maximum of 3 banking days from the date of issuance of Letter of Award (LOA), failing which this shall be treated as default and the EMD of the defaulting bidder shall be forfeited.**

## 2. QUALITY:

The quality specifications of the material as per the latest Sampling and Testing report dated 13.08.2013 carried out by independent Inspection agency is as under for the information of the bidders:

### **Lemon Tur Whole (Arhar) Crop Year 2011**

Complied with Indian Phytosanitary norms

Parameter	Specifications
Foreign Matter	1% Max.
Weeviled Seeds (Material 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	12.29 %.
Live Weevils	None

#### **Notes:-**

1. Tender participants are advised to visit the above mentioned warehouse to inspect the cargo w.r.t. actual quality of the pulses, during working hours from 16<sup>th</sup> October, 2013 to 29<sup>th</sup> October, 2013 (until the closure of the tender) and quote their rates based on their assessment of the quality of the pulses (On as is where is basis). No complaints/Claims on STC pertaining to quality of stocks/condition of bags etc shall be entertained subsequently.
2. For inspecting the cargo, the contact person at the above mentioned warehouse is Shri Rohit Agarwal (Mobile No. 09146779335). Before visiting the warehouse, the tender participants are requested to give prior information to STC Mumbai officials namely Mr. P B Malde, Manager (Mobile No. 09819106006) or Mr. Harshal Dalne, Assistant Manager (Mobile No. 09970138301), who shall advise Mr. Rohit Agarwal to allow inspection of cargo.
3. **NO SEGREGATION / SORTING OF STOCKS WILL BE PERMITTED WHILE LIFTING.** Lifting shall be done from one side as per the instructions of STC's surveyor.

## 3. PRICE:

Price to be quoted as per price bid format in Annexure- IB on ex-warehouse basis.  
All Taxes / Levies etc. shall be applicable extra at actuals and shall be to the account of the buyer.

## 4. VALIDITY:

Bid(s) must remain valid upto 17:30 HRS IST 05.11.2013.

## 5. PACKING:

Material packed in 50 Kg PP bags. (Some bags may be in torn conditions)

## 6. LIFTING SCHEDULE:

The successful bidders will have to lift the material from the warehouse as per the following schedule from the date of issuance of LOA:

1. For quantity upto 1000 MTs – Within 25 days.
  2. For quantity from 1000 MTs upto 2500 MTs – Within 35 days.
  3. For quantity from 2500 MTs upto 4050 MTs – Within 45 days.
- a) Delivery orders shall be issued against 100 % advance cash payment/ confirmed LC payment only. The D.O will be issued by STC's Mumbai Branch.
  - b) The full due payment for the last lot has to be deposited by the buyer at least one week prior to the stipulated last date of lifting the total quantity of Letter of Award.
  - c) Timely lifting shall be essence of the contract and shall be treated as firm. Any delay in lifting contracted quantity will render buyers liable for breach of contract and shall be dealt as per Serial No. 14 below i.e Default Clause.

## 7. BID BOND / EMD:

- a) Bid shall be accompanied with a **Bid Bond/EMD of 5%** of the total value of bid through Demand Draft /Pay Order in favour of “**The State Trading Corporation of India Ltd.**”, payable at **New Delhi**.
- b) Bid Bond/EMD of the unsuccessful Bidder(s), will be returned within seven (7) working days after the award of the tender to the successful Bidder(s).
- c) The Bid Bond /**EMD** of the successful bidder(s) will be returned only after successful completion of the contract.
- d) Bids received without EMD of the requisite amount shall be summarily rejected.
- e) STC reserves the right to forfeit the EMD of successful bidder in case the successful bidder –
  - i. Fails to deposit the full payment and/or fails to lift the goods within the stipulated time frame.
  - ii. Commits any breach of Contract or fails to fulfill any term(s) or conditions(s) of the Contract.

## 8. DELIVERY TERMS

- a) Deliveries can be made in multiple lots, with a minimum lot size being of 50 MTs. For each lot, on the request of the buyer, Delivery Order shall be issued by STC's Mumbai branch only against 100 % advance cash/confirmed LC payment for that lot.
- b) In case the successful bidder fails to make the payments within the stipulated period specified in the LOA, no extension for making payment shall be agreed to and STC, without any notice to the bidder shall have the right to dispose off the goods at the risk and cost of the bidder, and claim the differential amount from the bidder in addition to forfeiture of his EMD.
- c) The buyer has to organize his own transport for lifting the cargo from the warehouse. The goods shall be sold on ex-warehouse basis.
- d) Delivery from ware house shall be on gross weight basis (i.e. including the weight of the bags). The weight so determined as per the weighment slip at the nearby weighbridge (authorized by STC) shall be final and binding on both the parties. This weighment shall mandatorily be done in the presence of STC's appointed surveyor and STC's authorized representative.

## 9. SUBMISSION OF BIDS:

All Bidders are required to submit their offers in TWO BID SYSTEM i.e. in two separate envelopes labeled as "Techno- Commercial Bid" and "Price Bid – NOT TO BE OPENED" as per formats given in Annexure IA and IB respectively. Both the envelopes should be separately sealed and superscribed with Tender No. & Date, Name & address of Bidder and Date of Tender Opening. Both envelopes should thereafter be kept in a bigger envelope and sealed. This envelope should also be superscribed with the Tender No., Item Description, Name & address of Bidder and the date of Tender Opening and shall be marked to General Manager (Marketing), The State Trading Corporation of India Ltd, Jawaharlal Vyapar Bhawan, 1 Tolstoy Marg, New Delhi - 110001. No oral, telephonic, fax, telegraphic or Email offers will be entertained.

1. The "**Techno- Commercial Bid**" sealed envelope must contain the following:
  - a) Duly filled signed and stamped Techno- Commercial Bid Format as per Annexure I A.
  - b) Original EMD in form of either Demand Draft or Pay Order for the quantity being quoted.
  - c) Complete set of STC's Tender Document duly signed and stamped on each page as token of bidder's acceptance of all terms and conditions of tender without any deviation.
2. The "**Price bid**" sealed envelope must contain Price Bid showing prices quoted strictly in the format as per Annexure IB of Tender document. The Price Bid must be duly signed and stamped by the bidder.

**Offers having conditions/deviations are liable to be rejected at the sole discretion of STC. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid.**

The bids complete in all respects should be submitted in sealed envelope latest by **11 00 hrs on 29.10.2013** in the tender box kept at the Reception at Ground Floor of above address. Offers should be submitted in the **Corporate Office (New Delhi) only**. Offers received via e-mail, fax etc will not be considered and out rightly rejected. The bids shall be opened on the same day at Knowledge Centre, 4<sup>th</sup> Floor, STC's office in the presence of the bidders' representatives desirous to be present. **The time schedule of opening and closing of tender is as follows:**

<b>Tender Closing Time/Date</b>	<b>1100 hrs. (IST) on 29.10.2013</b>
<b>Tender Opening Time/Date (Techno-Commercial Bids)</b>	<b>1130 hrs. (IST) on 29.10.2013</b>
<b>Tender Opening Time/Date (Price Bids of qualifying bidders)</b>	<b>1500 hrs. (IST) on 29.10.2013</b>

#### **10. 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).

#### **11. PAYMENT:**

- a) The successful bidder will be required to make 100 % payment including applicable taxes/levies to STC by way of Demand Draft / Pay Order / RTGS payment / Account Transfer in favour of "The State Trading Corporation of India Ltd.", payable at Delhi/ STC's Mumbai Branch for entire stock, within the period mentioned in LOA.

In case buyer wants to pay through Inland Letter of Credit (90 days maximum) they will be allowed subject to following conditions:

- i. Buyer will arrange acceptable ILC from a reputed bank through his own limits and allow STC to discount the LC by using buyers limit.
- ii. Confirmed ILC to be established and charges shall be to the account of buyer. LC value should be for 100% value, including taxes/levies for total quantity of LOA.
- iii. All bank charges including usance and discounting charges shall be to the account of buyer.

#### **12. SURVEYOR:**

A surveyor shall be appointed by STC to monitor and supervise the delivery of goods to the successful bidder (s).

### **13. 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.

### **14. LIQUIDATED DAMAGES / DEFAULT CLAUSE:**

In case the successful bidder (s) fails to deposit the payment and/or fails to lift the contracted quantity within the stipulated time frame, STC will be free to rescind the contract and take the following actions:

- i. STC, without any further notice, shall have the liberty to dispose off the Leftover stocks at the risk and cost of the bidder.
- ii. EMD of the bidder shall be forfeited.
- iii. The defaulter may be debarred from participating from STC's future tenders.
- iv. Any other actions as deemed fit shall be taken.

### **15. 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 / EMD. STC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

### **16. 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.

17. STC reserves the right to accept or reject any or all bids including the highest bid wholly or partially or counter the bid(s) without assigning any reasons thereof.

**R K GOEL**  
**GENERAL MANAGER (MARKETING)**  
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**ANNEXURE I A**

**TENDER NO: STC/PUL/SALE/04/2013-14**

**DATED: 15.10.2013**

**TECHNO-COMMERCIAL BID**

**Name of Bidder:** \_\_\_\_\_

**Address :**

\_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Telex \_\_\_\_\_

PAN No. \_\_\_\_\_

Sales Tax/VAT No. \_\_\_\_\_

E Mail. \_\_\_\_\_

Contact Person \_\_\_\_\_

**DETAILS OF EARNEST MONEY DEPOSIT**

**Demand Draft/Pay Order number & Date (To be attached in Original)**

\_\_\_\_\_

**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 without any condition/deviation t.

**Name, Designation, Signature & stamp of the Bidder**

**ANNEXURE I B**

**TENDER NO: STC/PUL/SALE/04/2013-14**

**DATED: 15.10.2013**

**PRICE BID**

**Name of Bidder:** \_\_\_\_\_

**Address :** \_\_\_\_\_  
\_\_\_\_\_

**Tel No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_ **Telex** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

<b>ITEM</b>	<b>QUANTITY IN MTs</b>	<b>Price in INR(PMT)</b>
<b>Lemon Tur of Burmese Origin (2011 Crop)  (On as is where is basis)</b>		

**Minimum Bid quantity is 500 MTs. Bidders can quote for any quantity from minimum of 500 MTs up to a maximum 4,050 MTs**

Prices quoted are Ex-warehouse basis excluding the statutory taxes/duties/levies.

Validity of prices – 17 30 Hrs IST of 5.11.2013.

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same without any condition/deviation

**Name, Designation, Signature & stamp of the Bidder**