

# **THE STATE TRADING CORPORATION OF INDIA LIMITED**

(A Govt. Of India Enterprise)

Jahawar Vyapar Bhawan, Tolstoy Marg, New Delhi - 1

## **TENDER FOR SALE OF DUN PEAS ON EX-WAREHOUSE BASIS (TUTICORIN)**

TENDER NO: STC/PUL/SALE/03/2008

DATED: 18.06.2008

CLOSING AT 1500 HRS. IST ON 25.06.2008

### **TERMS & CONDITIONS OF TENDER**

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

The STC of India Ltd, invites bids for sale of 4505 MTs (Loose Cargo) of imported Dun Peas of Australian origin in minimum lot size(s) of 250 MTs on ex-warehouse (Tuticorin) basis subject to the following terms and conditions;

#### **2. ITEM:**

i) Dun Peas of Australian origin fit for human consumption of current crop 2007/2008.

#### **3. QUANTITY:**

Total B/L quantity of Dun peas is 4505 MTs (Loose Cargo) which is lying at Tuticorin CWC ware houses (Madurai By-pass Road, Tuticorin, Tamilnadu) "as is where is basis". Material can be inspected visually at the Godown -Tuticorin/STC Chennai. Offer should be in minimum lot size of 250 MTs.

#### **4. QUALITY:**

(a) Actual Quality and specification as per the certificate issued by SGS/AWB

Parameter	Requirements
Purity	99% Max.
Moisture	14% Max.
Defective Seeds	Less than 5.8 % Max.
Foreign Matter	1% Max.

#### **5. PRICE:**

Price to be quoted in INR on Ex-ware house basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders on unconditional basis.

#### **6. VALIDITY:**

Bid(s) must remain valid for a period of fifteen working days form the date of closing of tender i.e. upto 15.7.08.

## 7. TAXES, LEVIES

All taxes, levies, cess i.e. VAT, Turnover Tax, APMC, Cess etc is to be paid by the successful bidder (s).

## 8. BID BOND / EMD:

a. Bid shall be accompanied with a Bid Bond of 25% of the total value of bid through Demand Draft or Pay Order in favour of "The State Trading Corporation of India Ltd.", payable at Delhi.

b. Bid Bond of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), will be returned within seven (7) working days of award of the tender (to the successful Bidder(s)).

c. Bid Bond of successful bidder shall stand forfeited if he fails to provide the balance amount within the total time frame stipulated in the tender.

d. The Bid Bond /EMD of the successful bidder(s) will be adjusted at the time of final payment of the bid value.

## 9. SUBMISSION OF BIDS:

The offer complete in all respects marked, and addressed to The General Manager, The S.T.C. of India Limited, 6th Floor Annexe, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 should be submitted in sealed envelope along with requisite EMD latest by **1500 hrs on 25.06.2008** in the tender box kept at the above address. Offers should be submitted as per price bid format provided at **Annexure-I**.

**The following may also be complied with by the Bidders:**

- 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 and will be summarily rejected.
- c) STC reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason 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.

## **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 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 Delhi for the entire stock, within 7 days from the date of Letter of Acceptance. The buyer has to lift the material within 10 days (Free Time) from the date of Delivery Order. In case the buyer fails to lift the material within the specified period the ware housing charges/port charges etc will be to the account of the buyer (successful bidder). In case the successful bidder (H-1) fails to make the payments within the stipulated period STC will have the right to dispose off the material at the risk and cost of the successful bidder in addition to forfeiture of EMD.

b) Under no circumstances further time extension shall be allowed.

c) All Taxes / Levies etc. will be applicable at actuals.

## **12. SURVEYOR:**

A surveyor shall be appointed by STC to monitor and supervise the delivery of goods to the successful bidder (s). The cost of the Surveyor, if the goods are lifted within the stipulated period will be to STCs account and if the lifting is done by the successful bidder (s) beyond the scheduled time of 10 days, the cost of the Surveyor will be to the account of successful bidder (s).

## **13. Delivery Terms:**

- a) The buyer has to organize his own transport for lifting the cargo from the ware house (Madurai By-pass Road, Tuticorin, Tamilnadu).
- b) Cargo shall be considered delivered from ware house (Madurai By-pass Road, Tuticorin, Tamilnadu) on average bag weight basis (each bag weight avg. 50 Kg) and "as is where is basis", once payment is received and corresponding Delivery order is issued against such payments. In case of delivery from the ware house (Madurai By-pass Road, Tuticorin, Tamilnadu) on " as is where is basis" , goods will be considered as sold and once STC issues Delivery Order on the receipt of balance payment from the buyer and weight mentioned in corresponding Bill of lading/Packing list is final. Goods to be lifted within 10 days of issue of delivery Orders failing which EMD of the buyer will be forfeited and goods will be sold at the cost and risk of the buyer.

#### **14. FORCE MAJEURE:**

- I. If at any time during the continuance of this contract either party is disabled to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, quarantine restrictions, Military operations, Sabotage Strikes, Lock-Outs, 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.
- II. 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.
- III. 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.
- IV. The party, which is unable to fulfill its obligation and under terms of this present contract must immediately inform the party 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 Chamber of Commerce giving sufficient proof of the existence of circumstances and their duration. Non-availability of raw material will not be an excuse to the seller for not performing their obligation under this contract.

#### **15. LIQUIDATED DAMAGES:**

In case the successful bidder (s) fails to deposit the payment within the total time frame of 7 days, 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 Bid Bond will be forfeited.

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

#### **17. 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.

**SAMIR KAUL**  
**GENERAL MANAGER (PULSES)**  
Email: stc.pulses@gmail.com

# ANNEXURE I

TENDER NO: STC/PUL/SALE/03/2008

DATED: 18.06.2008

## PRICE BID

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

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

\_\_\_\_\_

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

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

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

## PRODUCT: DUN PEAS (AUSTRALIAN ORIGIN)

S.No.	Quantity Bid for	Price Quoted-Ex- Ware house basis

Price to be Quoted in INR

## DETAILS OF EARNEST MONEY DEPOSIT

Demand Draft/Pay Order & Date \_\_\_\_\_

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 unconditionally and unequivocally for the fulfillment of the contract.

Name, Designation & Signature of the Bidder