

**THE STATE TRADING CORPORATION OF INDIA LTD.,  
(A GOVT. OF INDIA ENTERPRISE)  
JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG, NEW DELHI- 110 001  
TEL:- 011-23313177**

TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING,  
TRANSPORTING, FORWARDING AND STEVEDORING JOBS FOR EXPORT OF  
FCI WHEAT ON FOB ST MUNDRA PORT BASIS.

**TENDER NO. STC/WHEAT/EXP/CHA/01/2012-13 DATED 23.07.2012**

CLOSING DATE & TIME : AT 1200 HRS. ON 03.08.2012

OPENING DATE & TIME: AT 1230 HRS. ON 03.08.2012

**SCOPE OF WORK, TERMS AND CODITIONS FOR UNDERTAKING  
CLEARING, HANDLING, FORWARDING, STEVEDORING AND  
TRANSPORTING WORK.**

Bids are invited for appointment of CHAs holding valid Customs House Agent License and Authority Letter from Mundra Port authorities for cargo handling and stevedoring jobs for export of FCI wheat on bulk on FOB ST Mundra Port basis. STC intends to handle a quantity of 1,00,000 MT of wheat per month, however no minimum guarantee for quantity to be handled will be given by STC. STC reserves the right to increase or decrease the quantity at its sole discretion. The details of scope of work and terms and conditions for undertaking clearing, handling, forwarding, stevedoring, transporting jobs are as follows.

**(A) SCOPE OF WORK AND RESPONSIBILITIES:**

1. (a) Lifting of bagged wheat stocks from FCI's Godown at Mundra Port premises.  
(b) Arranging for intermediate godown space.  
(c) Debulking of jute/pp bags.  
(d) Arranging transportation to intermediate covered godowns or jetty/wharf for onward loading into the vessels on FOB ST basis.
2. Engagement of sufficient labourers for operations like loading from FCI godown into lorries, unloading from lorries, check weighments including expenses on loading/unloading, stitchers, security charges etc.
3. Engagement of sufficient trucks for movement of cargo from FCI Godown to Port/Warehouse of CHA and from port/Warehouse of CHA to loading into the Vessel. The weighment shall be recorded for each truck by the CHA on daily basis.

4. During transportation, stocks to be properly covered with plastics /tarpaulin sheet to avoid damage/losses/contamination of cargo.
5. Filing of Shipping bills and completion of other Port/Customs formalities before and after loading into the vessels, payment of fees/charges etc. on behalf of STC,
6. CHA shall undertake on Board supervision during loading of cargo into the Vessel.
7. CHA to report lifting and movement position of stocks from FCI godown and position of loading into the Vessel to STC New Delhi and to Branch Office at Gandhidham on daily basis.
8. STC's buyer would be nominating geared/gearless vessels. CHA has to make all necessary arrangements of equipments such as crane, grabs etc. at its own cost for loading material into the gearless vessel.
9. CHA's role also include the following:
  - a) To arrange all necessary documents before and after completion of loading, including obtaining bill of lading, phytosanitary certificate, certificate of origin, survey certificate, fumigation certificate etc. & preparation of required shipping documents as per export contract/LC and documents to be couriered within 2-3 working days to designated office of STC. In case of delay in the despatch of shipping documents, CHA shall bear the interest loss due to delay in negotiation/realization of export proceeds.
  - b) Tallying the goods at Transit Shed/Wharf.
  - c) Making security arrangements at Transit Shed/Wharf.
  - d) Ensuring cleanliness of Transit shed/Wharf in all respects for receiving cargo.
  - e) Ensuring cleanliness of storage godown in all respects for receipt and storage of cargo and to ensure that there is no deterioration in quality of cargo.
  - f) Covering wheat cargo with tarpaulins as required.
  - g) Taking all reasonable care to ensure that STC's cargo is safe at all stages.
  - h) If for any reason, the cargo gets damaged after lifting from FCI godown because of improper storage and handling, the total loss shall be payable to STC by CHA as per the rate decided by STC.
  - i) CHA shall take all reasonable care to safeguard the material and in case of any damage, immediately inform the Insurance Company, STC, stevedores, agents etc.
10. CHA to facilitate acceptance of vessel nominated by buyer and acceptance of NOR tendered by the Master/Agent of vessel.

**(B) ELIGIBILITY CRITERIA FOR MUNDRA PORT**

CHA to provide valid CHA Licence held in their name and shall produce an Authority Letter from Mundra Port authorities for cargo handling and stevedoring.

**(C) CONSOLIDATED CHARGES:**

1. CHA shall be required to quote all inclusive consolidated charges on per MT (metric tonne) basis for above referred jobs and functions and no extra charges of whatsoever nature under any circumstances shall be payable by STC. The payment shall be released to CHA vessel-wise only after completion of jobs assigned.
2. In addition to consolidated charges as mentioned at C(1) above, following charges shall be payable at actual on production of receipt/documentary evidence:

- i) Customs Overtime charges.
- ii) Port/Customs Duties, Levies, Cesses etc.
- iii) Phytosanitary Certificate fees.
- iv) Certificate of Origin Fee.
- v) Any other statutory charges/levies applicable for the proposed operation imposed by State/Central Government as prevalent from time to time.

Any amendment/changes required in the documents, shall be carried out by CHA immediately. CHA shall be held fully responsible for any loss to STC on account of discrepancy in documents.

- 3. On completion of shipment of WHEAT in bulk, empty gunnies shall be retained by CHA. CHA shall quote the rates of empty gunny/pp bags as per Annexure-II. Applicable Taxes as per State/Central Government Rules on such sale shall be to the account of CHA.
- 4. Consolidated charges shall be payable by STC on B/L quantity only and CHA's Bills to be raised on said basis only.
- 5. Any Statutory Tax levied by the Central/State Government during the currency of the Agreement shall be the sole responsibility of the CHA.

**(D) TERMS AND CONDITIONS:**

- 1. The rates quoted by CHA shall be all inclusive for the scope of work and no other charges of whatsoever nature shall be payable excluding as specified in C (2) above.
- 2. The rates agreed with CHA shall be in force during the pendency of the agreement. There shall be no escalation in rates agreed to for whatsoever reason.
- 3. CHA shall be responsible for ensuring a minimum guaranteed loading rate into the vessel/ship i.e. @ 6000 MTs for Mundra PWWD SHEXEIU into the vessel/ship in respect of export of WHEAT in Bulk.
- 4. CHA shall arrange for inspection of vessel hatches/holds by the surveyor and supervise and co-ordinate fumigation after loading the material into the vessel. They shall also obtain a certificate to this effect to the satisfaction of STC.
- 5. All losses including demurrage, detention resulting in delayed vessel loading would be to the account of CHA.
- 6. CHA shall make necessary liaison arrangements with appropriate authorities for speedy berthing/loading of the cargo and realization of claims. Also co-ordinate with surveyor for inspection of vessel for cleanliness of hatches/holds.
- 7. CHA shall be responsible and accountable for security and safe custody of the cargo, weight and quality of the cargo received and loaded into the vessel.
- 8. **CHA shall be responsible and accountable for weight and quality of wheat cargo received from FCI godowns. However, Transit and Handling loss beyond 0.25% of nett weight shall be recoverable from CHA as per the rate approved by FCI.**
- 9. CHA shall not hypothecate or mortgage or create any lien/charges whatsoever on the goods received by them on behalf of STC under any circumstances. The CHA shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim also.

10. For all cargo received by CHA from FCI godowns, CHA shall furnish immediately a Trust Deed and an Undertaking in STC's prescribed proforma on Rs. 100/- non-judicial stamp paper.
11. CHA shall not refuse to proceed with the shipment as per terms and conditions or go slow in attending to the work or stop the shipment midway, on account of any reason whatsoever.
12. In case of demurrage and/or extra wharfage due to non-achievement of the guaranteed rate of loading, the same shall be to the account of CHA.
13. CHA shall be responsible for certifying the Facts given in the Time Sheet/SOF prepared by Ship Owner or their agents and sign the same in proof of correctness which shall form the basis of demurrage/dispatch settlement between STC and the foreign Buyer. CHA to submit the copy of SOF before signing to STC.
14. CHA shall be responsible for arranging all Certificates/Documents required for both Quality, Weight etc. from various agencies viz. Surveyor, Government bodies, Port authorities etc. as prescribed in respect of Export Contract and/or Letter of Credit so as to enable STC to present concerned documents to its Banker for negotiation without delay within stipulated time. These documents and all other shipping documents, including B/L etc. shall be sent by CHA to STC, New Delhi within two days from completion of loading of vessel.
15. CHA shall make arrangements to bring back from the wharf to its Godowns the goods left over due to any reason.
16. CHA shall comply with whatsoever provisions of Workmen Compensation Act, payment of Wages Act, Contract Labour Act and all such enactments related/applicable to all the staff and workers employed by him during the operation of lifting of goods from FCI godown upto on board loading into the vessel.
17. CHA shall indemnify STC against all third party claims arising out of operations performed by him.
18. CHA shall be required to submit daily stock statement to STC New Delhi and to branch office at Gandhidham. In addition to this, stock statements on every fortnight basis giving analysis of stocks from the date of receipt etc. to enable STC to complete various formalities in the matter.
19. CHA shall be required to submit copies of all relevant supporting documents along with Tender including copies of Income tax Return filed and Audited balance sheet of the company for the last three years for information, record and verification by STC.
20. CHA shall also submit a self certificate/undertaking issued by the owner/proprietor of the Company certifying that they have not been debarred/ blacklisted by Mundra Port Authority/ Customs/Govt. of India and no litigation is pending with STC as on date.
21. CHA shall not sub-contract, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly without the prior written permission of STC. For any sub-contract entered into by CHA with the consent of STC, CHA shall continue to be entirely and solely responsible for execution of the contract by such sub-contractor.
- 22. Appointment of CHA on the above terms shall be for a period of one year from the date of Award of Job. However, STC at its sole discretion reserves its right to terminate the same at any time without assigning any reason thereof.**

**(E) MAINTENANCE OF RECORDS & SUBMISSION OF REPORT:**

1. The CHA shall maintain proper upto date record of goods received, shipped vessel wise and submit the same to STC as and when demanded.
2. The CHA shall submit daily/weekly/monthly stock statements to STC from time to time, in respect of wheat stocks lifted from FCI godown and number of empty bags in its custody.
3. The CHA shall provide all necessary details/documents to STC/Surveyors/Underwriters as and when demanded.

**(F) EMD:**

Bidders shall be required to submit interest free EMD of Rs. 25.00 Lakhs by way of Demand Draft payable to STC of India Ltd., New Delhi along with tender quote. EMD of unsuccessful bidders shall be returned.

**(G) PERFORMANCE BANK GAURANTEE:**

Successful bidders shall be required to furnish Performance Bank Guarantee in the format to be provided by STC for an amount of Rs. 2.00 Crore from a Scheduled Bank in favour of The State Trading Corporation of India Ltd., New Delhi, valid for one year from the date of award within five working days from any scheduled bank.

**(H) OTHER CONDITIONS/PREVIOUS CORRESPONDENCE :**

1. After accepting these Terms/Agreement, except any previous communication being expressly made a part of these Terms/Agreement, all previous negotiations and correspondences relating to the Terms/Agreement shall become null and void. Any alterations/amendments, supplements to this contract, shall be valid only in writing and signed by the Authorized Representatives of the parties concerned. All advices, statements and claims connected with the execution of these Terms/Contract or arising out of it, shall be addressed by the parties to each other directly to the address indicated in these Terms/Agreement. Neither party shall have the right to assign its right or obligations arising out of this Terms/Agreement or in connection to any third party without the prior written consent of the other party.
2. Bidder to certify as per certificate as annexure-III that the offer is in complete conformity with the tender terms and conditions without any deviations, whatsoever. Quotations with deviations are liable to be rejected.
3. STC reserve the rights to reject or accept any bid received against tender or cancel the tender in totality without assigning any reason.
4. STC reserve the rights to call for any additional information/documents from any party.
5. Applications of CHA that has been blacklisted by Mundra Port Authority/ Customs/Govt. of India or in litigation with STC shall be rejected.
6. CHA shall ensure compliance of all the Central/State Government regulations, conventions, policies, guidelines, orders etc. in force related to any or all of the above activities.

7. The appointment of CHA shall be valid for one (1) year as per terms & conditions and same can be extended for further period at the sole discretion of STC on successful performance of the CHA.
8. CHA to abide by all statutory acts or provisions incidental to the operations announced from time to time by central/state/local authorities.
9. In the event of delay/default in performance of the Contract to be signed between STC and CHA, STC will be at liberty to terminate the contract after giving notice of ten days. In the event of termination of Contract signed between STC and CHA, parties agree that all the stocks in possession of CHA will be made over to authorized representative of STC within a period of seven days thereafter.

**(I) DOCUMENTS TO BE SUBMITTED WITH TENDER**

1. Company Profile quoting past experience and proficiency in the similar field of bulk handling of food grains and agro commodities etc. along with names of principals/clients served during the last 3 years.
2. Attested copy of Partnership Deed/Memorandum and Article of Association in case of Partnership firm/private limited company.
3. EMD of Rs. 25.00 Lakhs by way of demand draft payable to STC of India Ltd., New Delhi.
4. The photocopy of valid CHA license and authority letter from Mundra Port in original for cargo handling and stevedoring.
5. Copies of Income tax Return filed and audited balance sheet of the company for the last three years.
6. Self certificate/undertaking issued by the Chairman/Proprietor of the Company certifying that they have not been debarred/ blacklisted by Mundra Port Authority/ Customs/Govt. of India and no litigation is pending with STC on the date of submission of offer.
7. Bidders details as per Annexure-I.
8. Properly filled price bid as per Annexure-II.
9. Certificate as per Annexure-III

**(J) OTHER TERMS AND CONDITIONS:**

1. This tender is subject to Rules/Regulations/instructions issued by Govt. of India with regard to export of wheat from India from time to time.
2. The tender is liable to be cancelled at any time at the sole discretion of STC.
3. The successful bidder is required to enter in to a Contract with STC separately for this purpose.
4. If at a later date it is found that any bidder/CHA had given incorrect and/or misleading information, STC shall take suitable action including cancellation of bid/Contract, invocation of PBG, etc.

**(K) SUBMISSION OF OFFER & VALIDITY**

The interested Bidders may download tender documents from websites i.e [www.stc.gov.in](http://www.stc.gov.in) & [www.tenders.gov.in](http://www.tenders.gov.in) or obtain copy of the same from Shri. J.K. Patel, Chief Manager (Mktg.), AC Division , The State Trading Corporation of India Limited, Jawahar Vyapar

Bhawan (6th floor), 1, Tolstoy Marg, New Delhi-110 001, Tel No. 011-23313177/23701039, Fax No. 011-23701203 **between 10 a.m. to 5 p.m. on weekdays (Monday-Friday) but before 03.08.2012.**

The last date of submission of tender is **03.08.2012 (Friday) up to 12.00 hrs (IST).** Tender documents to be submitted in a sealed cover addressed to **General Manager, AC Division, The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110001** and should be dropped in the box kept on the Ground Floor Reception.

The tender documents shall be signed and stamped by Company seal at each page as token of acceptance of all terms and conditions. Application under this tender received over Fax/E.Mail or photo copy of the application shall be summarily rejected.

**Offers incomplete or deficient, received late or by fax/e-mail and not accompanied by valid EMD are liable to be rejected.**

The tender shall be opened at **1230 hours IST on 03.08.2012 (Friday)** in STC office at above address. Bidders or their authorized representatives may attend the opening of the tender.

**The offers must be kept valid for acceptance by STC upto 31<sup>st</sup> August, 2012, 1700 hours IST.**

**ANNEXURE-I**

**TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING, TRANSPORTING ,FORWARDING AND STEVEDORING JOBS FOR EXPORT OF FCI WHEAT ON FOB ST MUNDRA PORT BASIS.**

**TENDER NO. STC/WHEAT/EXP/CHA/01/2012-13 DATED 23.07.2012**

**DETAILS OF THE TENDERER AND EMD**

Sl. No.	Details	
1.	Company's Name with complete address	
2.	Names of Partners/ Directors of the company & contact persons	
3.	Phone & Fax Number	
4.	E-mail id	
5.	CHA License No., Date & Validity	
6.	Authority Letter from Mundra Port authorities for cargo handling and stevedoring.	
7.	Service Tax Registration No.	
8.	VAT/CST Registration No.	
9.	PAN No. of the Company	



10.	Name of Bank & Branch	
11.	Company profile quoting past experience of handling foodgrains/consignment alongwith the names of principal /clients during the last 3 years.	

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Seal of Firm/Company: \_\_\_\_\_

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

**ANNEXURE – II**

**PRICE BID TENDER NO. STC/WHEAT/EXP/CHA/01/2012-13 DATED 23.07.2012**  
**FOR MUNDRA PORT**

**TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING, TRANSPORTING, FORWARDING AND STEVEDORING JOBS FOR EXPORT OF FCI WHEAT ON FOB ST MUNDRA PORT BASIS.**

SL. NO.	SCOPE OF WORK/JOBS AND FUNCTIONS	*ALL INCLUSIVE CONSOLIDATED CHARGES IN Rs. PMT FOR MUNDRA PORT (excluding wharfage, fumigation, insurance and reimbursable charges mentioned at clause C (2) of tender terms.	
1.	As per detailed terms, conditions, jobs & functions etc. mentioned in above tender documents, duly accepted by Tenderer.		
2.	Rates offered for empty gunny/PP bags.		Rate/bag in Rs. Plus applicable taxes
		Gunny bags	
		PP bags	
3.	Details of Earnest Money Deposit(EMD) , amount in Rs. & in figure, Demand Draft No. & Date		

**\* Consolidated charges mentioned above shall be exclusive of Service Tax.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Firm/Company: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE-III**

**TENDER NO. STC/WHEAT/EXP/CHA/01/2012-13 DATED 23.07.2012**

**CERTIFICATE**

It is hereby certified that the bid is in total conformity with tender terms and conditions without any deviation whatsoever and we are not blacklisted by Govt./Govt. agencies.

Signature of the Bidder-----

Full Name of Authorized Representative-----

Designation-----

Company Seal-----

Place-----

Date-----