



THE STATE TRADING CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
AHMEDABAD REPRESENTATIVE OFFICE
www.stclimited.co.in
Flat no 702, Haridarshan Apartment, Near Parimal
Underpass, Paldi, Ahmedabad -380007

Two Bid E-Tender for Sale of PET BOTTLE SCRAP on “As is Where is” and “As is what is” and “without recourse” basis against Advance Payment, stored at Survey No.-445, Village- Bhimasar, Taluka- Anjar - 370240 Dist – Kutch, Gujarat.

Bidder must bid for the full quantity of PET Bottle Scrap and bid for partial quantity is not allowed.

REF.NO. : STC/AHMD/PET Bottle Scrap/Sale -02/2024-25 dated 14.02.2024

Bid issue and filing site : www.eprocure.gov.in/eprocure/app
Issue Date : **14.02.2024**
Closing Time/Date : **10:00** hours (IST) on **06.03.2024**
Opening Time/Date : **11:00** hours (IST) on **06.03.2024**
(Opening of Technical Bid documents)
Opening Time/Date (Price Bid) : **Shall be notified at later stage**

(Commercial/Price Bid shall be opened for only those bidders who qualify in Technical Evaluation.

The State Trading Corporation of India Limited is a Government of India Enterprise under the administrative control of Ministry of Commerce & Industry, Government of India. STC has been dealing in import and export of diverse range of items through its network of offices located in major cities and ports all over India.

STC intends to sale its stocks of PET Bottle Scrap (Approximate Quantity 768.74 MTs) on “As is where is” and “As is what is” basis and “without recourse” basis against Advance Payment. Participants are allowed to have visual inspection of cargo but no sample is allowed to be taken. Any such inspection should be made with prior written approval from STC.

Terms and Conditions

1. STC intends to sale of its stocks of Pet Bottle Scrap on “As is Where is” and “as is what is” and “without recourse” basis against Advance Payment, stored at Survey No.-445, Village- Bhimasar, Taluka- Anjar - 370240 Dist – Kutch, Gujarat, as identified by STC (list as per Annexure –A).
2. **Inspection of Goods:** The interested bidders (buyers) are advised to inspect the items for disposal as available at Survey No.-445, Village- Bhimasar, Taluka- Anjar - 370240 Dist – Kutch, Gujarat at their own cost, before participating in the online bid under e procure mechanism. STC will not be responsible for any discrepancy in this regard later. For inspection of the items, following officials (or/and any other authorized person by STC) may be contacted between 11 AM to 4 PM only on all working days till 11.00 hrs IST on 05.03.2023. The contact person of STC for the inspection is Mr. Anil Methwani (contact no 9825360678 and E-mail Id. anilmethwani@stclimited.co.in).
3. **Qualification:** Bidder must have prior experience of dealing with PET Bottle Scrap (own consumption/trading). Documentary evidence to that effect must be attached as part of technical bid. (as per annexure-B)
4. **Liquidated damages:**
In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder(s) within the prescribed time limit as per STC’s terms and conditions. In case the party fails to lift the full quantity even after giving ample opportunities (extensions), STC at its sole discretion after giving of seven days notice to the successful bidder(s) will be free to effect sale of the quantity/ balance quantity to any third party at the risk cost and consequences of successful bidder(s) without prejudice to its other rights and remedies, including forfeiture of EMD and bidder shall liable to pay ground rent @ ½ (half) percent of the sale value per day as per Manual for procurement of goods. In such event the successful bidder(s) shall bear at actuals all consequent losses/damages suffered along with cost incurred by STC on storage, interest on blocked capital, insurance, shortage, quality etc. In case the difference is more than the credit balance, if any available, of the successful bidder(s) with STC, the successful bidder(s) shall pay the balance amount to STC merely on demand.
5. **Instructions for filling the e-bid**
 - i) Bids are invited via e-bid process for Disposal/sale of Pet Bottle Scrap “As is Where is” and “As is what is” and “without recourse” basis against Advance Payment stored at Survey No.-445, Village- Bhimasar, Taluka- Anjar - 370240 Dist – Kutch, Gujarat.
 - ii) Bids have to be uploaded online only via <https://eprocure.gov.in/eprocure/app> (the e-procurement portal of NIC). No bids shall be accepted in hard copy or any other form.
 - iii) For submission of e bids, bidders are required to get themselves registered with NIC’s

central Public Procurement (CPP) portal (<https://eprocure.gov.in/eprocure>) using class-II/Class –III digital signature certificate. All the details mentioned during registration / enrolment process should be correct and true. Bidders have to abide by all the terms and conditions mentioned during registration process.

- iv) The details of financial instrument (EMD) (exemption certificate from MSME) need to be uploaded during the e-bid submission and it should tally with the amount received as requirement, otherwise, the bid is liable to get rejected.
- v) Bidders are advised in their own interest to upload the online bids well before the bid document submission Closing date and time (as per server system clock of CPP). STC shall not be responsible for any delay or the difficulties encountered by the bidder during submission of bids at the eleventh hour on account of any technical or other issues.
- vi) For any queries relating to the process of online bid submission or queries relating to Procurement Portal (<https://eprocure.gov.in>), the bidders may contact CPP Portal Helpdesk on Tel No's 0120-4001-002, 4001-005, 6277-787 and email ID support-eproc@nic.in.
- vii) Bidders may regularly visit CPPP website (<https://eprocure.gov.in/eprocure/app>) or STC website for any information / clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, pre bid meet decisions etc. STC shall not be liable to send any information individually or publish a public notice for any further information regarding this bid in newspapers.
- viii) Portal for Online Submission is <https://eprocure.gov.in/eprocure/app>.
- ix) STC may ask the bidders to submit any or all the documents in original or any additional information as part of their online bid anytime during the bid process.
- x) If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words does not represent arithmetically correct total, the amount in figures shall prevail.
- xi) Bidder has to satisfy STC for ensuring sufficiency of documents necessary for Tender evaluation at his cost if so desired by STC.
- xii) The bidders who are registered with MSME/NSIC/Khadi Bhandar will be exempted from depositing EMD.
- xiii) The bid document available on e- procurement portal shall be taken as final. STC reserves its right to ask for more document as "Clarification/supporting" only for verification of the uploaded documents. Decision of STC will be final and binding in this regard. STC reserve the right to reject any or all tenders without assigning any reason. The decision of STC in this regard shall be final

6. Submission of Bid: Bids are to be uploaded on www.eprocure.gov.in/eprocure/app as per two parts bid process

Part – I (Technical Bid) - Annexure-A (Details of goods), Annexure B- Company profile and Annexure D – Undertaking regarding not blacklisted and

Part – II (Commercial/Price Bid) Refer: Annexure-C to be filled as per BOQ.

Documents are to be duly signed and stamped by the Authorized representative of the Company on company's letter head.

7. Reserve Price – The reserve / base price is Rs. 30,000/- Per Metric Ton.

8. Bid Security/EMD:

a. Applicants shall submit Bid security money/ EMD of Rs. 12,00,000/- (Twelve Lakhs only). EMD to be deposited in company's account as per details given below:

Name of the Account Holder : The State Trading Corporation of India Ltd.

Name of the Bank : State Bank of India

Branch : Overseas Branch New Delhi

Account Number : 40302127653

IFSC Code : SBIN0004803

b. Bids received without EMD/ Bid Security money shall be outrightly rejected.

c. No Interest will be paid on EMD/ Bid Security money.

d. The EMD/ Bid Security money to the unsuccessful bidder shall be returned after completion of tender process on their request.

e. The Bidders who are covered under MSME/registered with NSIC are exempted from submitting the EMD. However, in place of EMD the Bidder will have to submit Registration/Exemption certificate

f. The EMD of the successful bidder shall be returned after the satisfactory completion of the work along with payment of their bills/ professional fee. Please refer point 8 below.

9. Award of Contract:

STC shall award the contract to the successful bidder with highest quote (H1).

10. Validity of Offers: Offers to be kept valid till **17:00** hours (IST) of **13.06.2024** for acceptance failing which they may be liable for rejection.

11. Payment:

The bidder will pay 25% of value of the entire stocks in advance on immediate basis (in 7 days) after the award of contract which will be adjusted in last delivery of goods.

The balance payment must be paid by the successful bidder against the delivery order and full quantity must be lifted within 30 days of issue of work order/ award of tender. The work order / Delivery Order will be issued only after receiving the payment.

12. After obtaining full advance payment from the successful bidder, the delivery order shall be issued for the whole quantity "As is where is basis", "as is what is basis" and "without recourse" after certifying the final quantity by the surveyor.

13. Delivery:

The bidder shall lift minimum delivery quantity 50 tons or more of goods at a time. Delivery orders shall be issued against 100 % advance payment only.

The delivery of the entire stocks is to be completed within 30 days from the date of letter of award issued by STC. The entire delivery (from lifting of the goods to the weighment at nearby weighbridge (government registered or certified weighbridge) will be under the supervision of STC's appointed surveyor). The quantity certified by the Surveyor and agreed by STC & the Buyers will be final and binding to all. (quantity shall be final at delivered at Ex. Survey No.-445, Village- Bhimasar, Taluka- Anjar Location after weighing at nearby weighbridge).

14. General/Other Terms and Conditions:

- a. All tender documents will become the property of STC upon submission.
- b. Technical bid and commercial/price bid must be uploaded separately by the applicant on www.eprocure.gov.in.
- c. If technical bid is rejected, then commercial/price bid will not be considered.
- d. Successful bidder will be required to ensure that the entire stocks of PET Bottle Scrap is lifted within 30 days and within 7 days from the date of issue of each delivery order subject to entire lifting being completed within 30 days from the date of Letter of Award.
- e. Incomplete applications are liable to be rejected.
- f. STC does not commit for any assured business and it shall be at STC's discretion to award full/part of tender to the bidder.
- g. TDS or any other applicable taxes shall be deducted as per statutory requirement.
- h. STC reserves the right to:
 - Issue written amendments to this tender, including varying the specified requirements;
 - Suspend or cancel this appointment process, in whole or in part, at any stage prior to completion of contract negotiations, without incurring any liability;
 - Accept or decline any or all responses;
 - Not to give any reason for any rejection of any respondent or response, or for any suspension or cancellation of this appointment process;
 - Alter any date or time in the process;
 - Any corrigendum/amendments to tender document will be issued on STC's website

15. Indemnity:

- a. In case of any breach of terms and conditions or for any misconduct the bidder shall indemnify STC of all legal/other obligations of its professionals/employees involved for performance of service under this tender.
- b. STC shall also stand absolved of any liability on account of fraud or breach of trust caused by the bidder or his employees engaged for the performance of services and also for any damages or compensation due to any dispute between the applicant and its employees.
- c. STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by successful bidder and its agents or representative or any statutory authority under this E-Tender.
- d. The Applicant also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree obtained against the agency having tendency to be enforced against the STC. Also the STC shall be indemnified, from any consequential

action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of agency to the extent of cost/legal expenses/interest imposed upon.

16. Arbitration: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration through the Indian Council of Arbitration, New Delhi, India in accordance with the Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration will be at New Delhi.

17. Law and Jurisdiction: This tender will be governed by the laws and procedures established by the Govt. of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between parties shall be adjudicated/resolved or be filed before the courts/tribunals/forums situated in Ahmedabad which shall have the exclusive jurisdiction, to such disputes.

18. Confidentiality: The terms and conditions of this tender and all information provided by a party to another under or in relation to the affairs of the party providing such information or any of its employee/affiliates shall be confidential information. Confidential information shall not include information: (i) which is publically available at the time of its disclosure or provision of the party first providing it; (ii) which is or becomes part of the public domain through no fault of the party receiving such information; (iii) which is lawfully received from a third party without any breach of a confidentiality relationship with the party disclosing such information; and (iv) which was already known by the party receiving such information (as can be demonstrated by the recipient party's written records or other reasonable evidence).

All the information which is treated as confidential shall be treated in accordance with the laws of India including Right to Information Act 2005.

18. Fraud prevention policy:

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of STC and shall not indulge themselves or allow others (working in STC) to indulge in fraudulent activities and that they would immediately apprise the organisation of the fraud /suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of STC is liable to be treated as crime and dealt with by the procedures of STC as applicable from time to time.

19. Force majeure:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, 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 fulfil its contractual obligations without title to indemnification of 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.

20.Sub- Contracting: “No sub-contracting by the applicants shall be accepted. Any subcontracting shall be treated as breach of terms and condition of this tender/appointment letter, and on the consequences the bid security deposit, shall be forfeited in addition to right of termination of the contractual relations with such applicants at their cost and risk and at the sole discretion of STC.”

21.Disclaimer:

The issue of this document does not in any way commit or otherwise obliges STC to proceed with all or any part of the sale process. This tender is not the subject of any process contract or any contractual obligation between STC and prospective bidder. STC may, at its absolute discretion elect to abandon any part or whole of the process without giving prior notice to the prospective applicant. This tender is subject to the provisions applicable Rules and Regulation as stipulated under Insolvency and Bankruptcy Code 2016 and the Insolvency and bankruptcy code of India (liquidation process) Regulations, 2016 (important section 52 & 53 of the Insolvency and Bankruptcy Code 2016 and regulation 21 A and regulation 37 of IBC Liquidation process regulation 2016).

For any clarification please contact:Sh. Abhishek Bansiwala,Manager,Mob-9540835333

Place: New Delhi

Date: 14.02.2024

ANNEXURE - A

REF. NO. : STC/AHMD/PET Bottle Scrap/Sale -02/2024-25 dated 14.02.2024

List of Item on “As is where is” and “As is what is” and “without recourse” basis against Advance Payment, lying at Anjar, Gujrat.

S.no.	Current location (Flat no.)	Item	Qty.
1	Survey No.-445, Village-Bhimasar, Taluka- Anjar – 370240 Dist – Kutch, Gujarat.	Pet Bottle Scrap	Approx 768.74 MTs

Quantity should be “As is where is” and “as is what is” and “without recourse”

ANNEXURE – B

PART – I (TECHNICAL BID)

REF. NO. : STC/AHMD/PET Bottle Scrap/Sale -02/2024-25 dated 14.02.2024

1. Name of Applicant : _____
Address : _____
:

Authorized/Contact Person Name

Telephone No : _____ Fax No. _____

E-mail ID : _____

2. Details of corporate clients/ Documentary proof of transaction in similar commodity
(*please enclose certified report/invoices*):

3. Validity of offer up to _____ hours IST of _____ : Y/N

4. Copy of GSTN and PAN card : Y/N

5. Undertaking on not being blacklisted/ banned by Government or by any
Government Undertaking in India for Physical Verification, valuation or
for any other work as per Annexure-D enclosed : Y/N

6. Acceptance to the terms and conditions of STC's Tender (each page duly signed and
stamped) enclosed (if No please specify) : Y/N

7. MSME registration details and proof (*please enclose valid
certificate*) _____

8. Payment details of EMD _____

We have carefully gone through all the terms and conditions of this document and
hereby agree to abide by the same without any condition/deviation.

Name & Signature of the Applicant
With Seal of Designation

Place:

Date:

ANNEXURE –C

PART – II (Price/Commercial Bid)

REF. NO. : STC/AHMD/PET Bottle Scrap/Sale -02/2024-25 dated 14.02.2024

Instruction for Electronic Submission of Price Bid/ BOQ:

1. Procedure for filling of Financial Bid Online :
 - a. BOQ (Financial/ Price Bid) uploaded by STC to be used only for submission of price.
 - b. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the relevant field only
 - c. At the time of uploading of BOQ, the file name for uploading the BOQ (Financial/ Price Bid) should remain the same as it was downloaded from the CPP Portal.
2. No other format of price submission shall be accepted..
3. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and bid shall be evaluated accordingly.

ANNEXURE-D

REF. NO. : STC/AHMD/PET Bottle Scrap/Sale -02/2024-25 dated 14.02.2024

UNDERTAKING BY THE BIDDER

This is to certify that we M/s..... under submission of this offer, confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, work incompleteness, fail to comply statutory compliance related to any contract, inordinate delays in completion, litigation history with STC or financial failure etc.
3. Our business has never been banned/ Black listed by any Central/State Govt. Department/Public Sector Undertaking or Enterprises of Central/State Govt. during last 3 (three) years preceding the date of bid submission.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We have not submitted any fraudulent document/information either in present or past bids failing which STC reserves the right to disqualify us or any action as deemed fit such as forfeiture of EMD and/or debarment of business for 2 years.
7. The bid submitted by us is in conformity with the terms & conditions of Notice Inviting Tender and there is no deviation from the NIT.
8. Statutory Norms/Guidelines issued on the subjected work will be followed.

Signature

Name

Seal & Stamp of the Bidder /Authorized Signatory

End of Document