

The State Trading Corporation of India Limited

“STC TRADE CENTRE”

7/A NANDINI LAYOUT,

BANGALORE-560 096

KARNATAKA

Telephone No: 080-23198802/01/03

E-mail: bangalore@stclimited.co.in

TENDER NO.STC/BNG/FER/2018-19/04

DTD: 07.02.2019

Website: www.stclimited.co.in

Notice Inviting Tender (NIT) for appointment of Agency for undertaking the Distribution of Fertilizers for crop year 2019-20.

THE STATE TRADING CORPORATION OF INDIA LTD. (STC), incorporated under the Companies Act, 1956 having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001, having its Branch Office at “STC Trade Centre”, 6th Floor, 7/A Nandini Layout Bangalore-560 096 is a Government of India Enterprise under the administrative control of Ministry of Commerce & Industry, Department of Commerce.

STC hereby invites bids from prospective Bidders to undertake the contract for the distribution of Fertilizers to Tobacco Growers in and around the regions of Mysore and Hassan District in Karnataka identified by M/s Karnataka Varginia Tambaku Belegarara Sangha (KVTBS) and Tobacco Board.

MAJOR DATES

Pre Bid Meeting	11:00 hrs. (IST)	on	15.02.2019
Tender Closing Time/Date	09:00 hrs. (IST)	on	01.03.2019
Tender Opening Time/Date (Technical Bids)	10:00 hrs. (IST)	on	01.03.2019
Tender Opening Time/Date (Price Bids of qualifying bidders)	11:00 hrs. (IST)	on	01.03.2019

A. Scope of Work:

1. The Prospective agency has to undertake the contract for distribution of the Fertilizers to Tobacco Growers registered with Tobacco Board of India. This includes scope of work like receipt, monitoring, taking custody of the Fertilizers on receipt of the cargo till distribution of same is made to Tobacco Growers as per the indents of KVTBS/COF showing the quantity to be delivered to each grower. The balance stock to be handed over back as per the instructions of STC.
2. The entire operations to be undertaken tentatively from April 2019 to August 2019 for two to three months or till completion of distribution.
3. The distribution of the Fertilizer will take place from Auction Platforms (APFS) situated in the districts of Mysore, Periyapatna, Shivmoga or any other designated location. Usually the distribution will take place from the following platforms.
 - **H D Kote (2 Platforms)**
 - **Chilkunda (1 Platform)**
 - **Hunsur (3 Platforms)**

- **Periyapatna (3 Platforms)**
- **Kamlapura (1 Platforms)**
- **Ramanathapura (2 Platforms)**
- **Shivmoga (1 Platform)**

The quantity of the fertilizers to be distributed is likely to be in the range of 25,000-35,000 MTs in total.

***The total no of Auction Platforms & Fertilizer Quantity for Distribution is subject to change i.e it might increase or decrease depending on the finalization of the requirement of fertilizers.**

4. In reference to the previous years experience the required Manpower at each Auction Platforms APFS is as mentioned as below:
 - a. Supervisor - 1 No per Platform
 - b. Assistants - 2 No per Platform
 - c. Computer Operator - 1 No per Platform
 - d. Point of Sales Machine Operator (POS Machine) – 1 No per Platform
 - e. Security Person - 1 No per Platform per shift of the day (On 8 hrs shift basis)

5. Unloading of Fertilizers.
 - i. Unloading of the Fertilizers at Auction Platforms (APFS) to be undertaken by the Agency by engaging the required number of “Mutta” workers at their own cost. The team of Mutta workers shall generally consist of minimum of 20 workers at each Auction Platforms (APFS). The Agency will be solely responsible for payment of wages to Mutta Labour, for timely loading/unloading of fertilizers and other related tasks.
 - ii. Additional workers have to be engaged wherever/whenever required to unload all the Trucks that will come from the Ex-warehouse of supplying companies on the same day to avoid over night halt of the trucks.
 - iii. Agency shall also organize unloading and loading of Fertilizers at Auction Platforms during holidays, if necessary, and ensure that there are no complaints from the suppliers about delay in unloading of Fertilizer stocks from trucks or delay in loading of fertilizer bags into farmers trucks.
 - iv. STC shall not accept any additional responsibilities for payments towards labour, Supervisory Staff etc, apart from the quoted rates.

6. Agency shall assist STC to complete licensing formalities for all platforms of Tobacco Board (i.e. Agriculture Department, Commercial Tax Department, GST and other related

departments). Cost incurred towards obtaining the fresh, renewal of licence and endorsement of "O" forms in the licence is to be borne by the Agency.

7. Agency shall liaise with the concerned authorities of the Dept. of Agriculture for drawing of samples from the Fertilizers stocked in warehouse of the Tobacco Board immediately on arrival of the Cargo and obtain the test results of such samples on time/at the time of delivery.

8. **Warehousing of the Fertilizers.**

- i. The Godowns at all the Auction Platforms of M/s Tobacco Board, will be available free of rent.
- ii. The required quantity of paddy Husk must be spread before storage of fertilizers on the floor of the Warehouse to avoid the Fertilizer Bags becoming wet due to moisture on the Floor.
- iii. Fertilizer bags shall be stacked gradewise in the warehouse separately and the stack height should be as per the normal standards (Generally to the height of 13-15 fts).
- iv. Agency shall ensure that the Fertilizer bags are unloaded carefully from the Trucks at the Auction Platforms without causing any hole or damage to the Fertilizer bags.
- v. Agency shall ensure utmost care to avoid unloading of any spurious Fertilizers from the trucks arriving at Auction Platforms.
- vi. It is the responsibility of the Agency to receive the Fertilizers (in bags) in MTs sent through lorries and if there is any excess (bags) or shortage, the same has to be mentioned on the lorry receipt and also if the bags are torn and the quantity is found to be less it is to be brought to the notice of STC and such bags are not to be taken into account. The same may be mentioned in the lorry receipt and returned to the supplier for replacements.
- vii. Utmost care should be taken by the agency to ensure that no quantity losses are incurred in operation of distribution of Fertilizers. The Agency selected is solely responsible and accountable for any loss, damages, pilferage, accounting/calculation mistakes occurred in receipt and distribution of the Fertilizers during the entire operation. Agency will be responsible for making good the losses to STC if any before the accounts are settled.
- viii. Agency shall take all precautions to ensure the weight and conditions of bags, quality, or conformity to specifications laid down by Department of Fertilizers including moisture etc. Agency should inform STC from time to time in event of any variations in stocks received including arranging for replacement of the damaged bags etc.
- ix. Agency shall appoint a Technical expert having sufficient experience in handling Fertilizer to undertake the quality check and ensure that there is no spurious/

substandard material received at all the Godowns. In case of detection of any spurious/substandard material not meeting the required parameters, Agency shall ensure that such stocks should not be accepted and returned back to the Manufacturer.

- x. Before arrival of cargo the agency should inspect the godowns handed over by Tobacco Board and any maintenance to be carried out at the Warehouse godown need to be informed to M/s Tobacco Board to avoid any damages due to rain, wind, storm etc.
 - xi. Tarpaulin Cover or plastic sheets need to be arranged for protection of the stocks from rain/rain drops at cost of the Agency.
9. Agency shall commence the distribution in consultation with the Auction Superintendents & STC once sufficient stocks of all the varieties/grades Fertilizers are accumulated in the Godowns.

10. Distribution to Growers.

- i. The Tobacco Board issues a delivery challan to the Registered Tobacco Growers detailing the no. of bags of each grade of Fertilizer to be delivered.
 - ii. All registered growers have Tobacco Growers Passbook (TGPB) issued by the Tobacco Board which serves as an identification of the Growers.
 - iii. The Growers will approach Agency with the cart chit for taking delivery of the recommended fertilizers.
 - iv. The deployed employees of Agency shall take signature as acknowledgement on the cart chit from the concerned grower at the time of delivery of Fertilizers.
11. Agency shall handover the copy of the cart chit along with list of growers (to whom the Fertilizers were delivered in the previous day) to the office of the Auction Superintendent with proper acknowledgement before commencement of the distribution of fertilizer for the day and a copy to STC. The Auction Superintendent will utilize the same for preparing loan master in future. Hence necessary precautions should be taken and list of Tobacco growers/ cart chits should be prepared without correction to avoid accounting problem.
12. Agency should maintain the accounting of the receipts, distribution & stock of the Fertilizers accurately. The daily stock statement for the quantity received/distributed/balance stock need to be reported to STC through mail for the previous day before 9 am positively. Utmost care should be taken to avoid the mistakes or overlapping in reporting the daily stock position.
13. The Tobacco Board will issue Delivery Challan showing how much quantity of Fertilizers is eligible to a grower. The Delivery Challan will be shown to Computer operator appointed by Agency at Computer Centre of Tobacco Board. The Computer

operator will raise cart chit in duplicate. One copy of cart chit is signed by the Grower and will be retained by Agency as acknowledgement and the second copy of cart chit will be submitted by the Grower to the Agency's representative along with the Delivery challan for taking the delivery of fertilizer. Once the grower handover the cart chit and delivery challans to the Agency's representative present at the auction platform, the quantity mentioned in the cart chit will be delivered to the farmer and the Agency's representative will put the seal on the delivery challans as 'Quantity Delivered'. The employees deployed at computer centre will take out the list (on daily basis) to know about how many cart chits are raised in a day.

14. Delivery Challan, Registers & Records.

Delivery challan is given by Tobacco Board to the tobacco growers for issue of Fertilizers and must mention the following points.

- i. Name of the platform, Auction Platforms (APFS) No.
 - ii. Name of the Grower, Father's Name, Village, TBGR No, date, Name of the Fertilizer, No. of Bags, Rate per bag including GST.
 - iii. Agency shall maintain all relevant records and enter the particulars of Receipt of Fertilizers date wise and truck wise, time of arrival of lorry at Auction Platforms (APFS), stock of various Fertilizers in the godown, and particulars of Fertilizer wise deliveries to growers on each day.
 - iv. The Agency shall submit a list of growers village wise detailing the particulars (no of Bags) fertilizers delivered to each grower at weekly intervals to the Auction Superintendent of the Auction Platforms (APFS) to enable him to monitor the supplies and distribution besides entering the particulars in the records and computers of the Board.
15. The Agency shall ensure that the delivery of the entire stock of Fertilizers shall be carried out only through POS machines.
16. In connection with the operation of the computer and POS Machine the deployed person should be acquainted and capable to operate the said machines accurately and should be able to understand the operational modalities of the same effectively.
17. Necessary arrangements for the functionality of the POS Machine like internet facility to be arranged before commencement of the receipt of the stocks and subsequent distribution, expenses for the same to be borne by the Agency.
18. Successful Bidder shall comply with all the required statutory provision/ regulations e.g. Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Provident Fund Contribution, Contract Labour Miscellaneous Provisions Act 1952, payment of Bonus Act or any other laws/statutory requirements relating thereto and the rules made there under from time to time and the rates made there under from time to

time and also as per safety regulations at their own cost & risk. In case the Successful Bidder fails to discharge any of his statutory obligations which results in to any claim on account of non-compliance of the above laws by the Bidder/Agency/Successful Bidder arises against the STC, the Successful Bidder shall indemnify STC and its officials and the successful Bidder will be wholly responsible for such defaults and STC shall have right to deduct such sums from the bills payable to the successful Bidder on receipt of any claims or notice from the Concerned Authorities or any sum required for making good the loss suffered by a worker/workers or employees.

19. The proof of payments, reporting etc towards the compliance of the statutory requirement as stated at Sr. No 18 above and any other statutory compliance need to be submitted on demand by STC officials.
20. Any claims arising out of above from any Authorities after finalization and settlement of Account with STC, should be accepted by the Agency unconditionally. Agency should accept the responsibility and liability for such payment including the penalty/interest raised by concerned departments. An undertaking to this regards shall be provided by the Agency as per the Annexure III enclosed.
21. Agency shall indemnify STC against all losses/damages and any liability arising out or during the course of his employing person or out of his relations with his own employees.
22. STC is not responsible for any non performance, disputes in Agency and his employees or labours. Agency shall keep STC indemnified against all losses, damages and claims arising thereof.
23. Agency shall be solely responsible for any mishap occurring to his employees during field operation towards Distribution of Fertilizers and fully take care of same at his own risk and cost. STC in any way will not be liable, responsible or accountable, to pay to the agency any claim of whatsoever raised due to said incidence.
24. Cost of paddy husk and saw dust for spreading on the floor of the warehouses for stacking the fertilizers has to be borne by the Agency.
25. Agency should position the manpower in time for undertaking the distribution of Fertilizers to the Tobacco growers as per the instructions of M/s Tobacco Board/STC.
26. Arrangement of Mutta labour for unloading the Fertilizers from the trucks received from the Fertilizer companies, stacking in the warehouses of auction floors and loading of fertilizer bags to the farmers cart/truck/lorries shall be the responsibility of the Agency.
27. Security shall be positioned by Agency for the security of the stocks stored at various platforms round the clock.

28. Agency should inform STC through daily report regarding receipt and distributed quantity and stock on day to day basis.
29. Any taxes applicable on account of Agency need to be paid by them. All statutory requirements are to be fulfilled by the Agency in time.
30. Agency shall ensure that before commencement and after completion of receipt/delivery operations every day, the godown premises should be kept closed under lock and key and the godowns shall not be opened without the prior permission of STC officials
31. Agency has to maintain FMS (Fertilizer Monitory System) regularly towards the monitoring of the Fertilizer Stocks at various platforms.
32. The Agency shall monitor the stocks till the entire stocks are distributed to tobacco growing farmers and the balance stock if left over should be handed over back to M/s KVTBS or M/s Tobacco Board as per the instructions of STC.
33. The Agency shall monitor the receipt and distribution of Fertilizers to the growers.
34. The Agency shall receive the Fertilizers from supplying companies nominated by Tobacco Board and position required number of officers and staff at each auction platform for taking delivery of Fertilizers, supervising and stocking and distribution to the growers as per the indents furnished by the Auction Superintendents showing the quantity to be delivered to each grower.
35. Agency shall ensure the supply of all Fertilizers by the suppliers in 50 Kg sealed bags comply with packing and marking requirements as per the clause 21 of the Fertilizer Control Order, 1985 for supply to Tobacco Growers as it is.
36. At time of receipt of Fertilizers from the Lorries torn/underweight bags are to be sent back to supplying companies and need to be replaced.
37. **Control Over the Fertilizers.**
Agency is the custodian of the Fertilizer during the entire operation i.e from receipt of Fertilizer, storage and distribution to Tobacco growers and shall ensure the safe custody of Fertilizer. STC shall not be responsible for any pilferages, shortages and damage of the fertilizers either in the transit or in the warehouse and agency will be solely responsible.

The Agency shall compensate for any shortage in the number of Fertilizer bags in case of short delivery due to wrong acknowledgment of lorry receipt/way bill made by the agency without verifying the actual number of fertilizer bags during the receipt of stocks.

Agency shall also meet the cost of the fertilizer for the losses in transit between platforms, storage in godowns or delivered extra bags of fertilizers to growers by mistake, if any.

The Agency shall not hypothecate or mortgage or create any lien/Agency charges whatsoever on the goods received by them on behalf of STC. The Agency 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.

38. **Insurance.**

The Agency shall ensure Fidelity Insurance Cover for the employees deployed by them on various Auction Platforms/Godowns for any pilferage/shortage of Fertilizers by showing STC as beneficiary for value of Rs 5 Crore.

39. **License from Dept of Agriculture.**

The Agency shall assist STC to take required licenses from the Department of Agriculture for stacking & Distribution of Fertilizers to growers at Tobacco board's warehouses. Cost for obtaining fresh licence, renewal of the existing licence and endorsement of "O form" in the Agriculture licence to be borne by the Agency.

40. The required quantity of stationery and necessary provisional items shall be provided by the Agency at its own cost.

41. Agency shall keep STC and its Directors, officers etc indemnified and harmless at all times against any losses, claims, liabilities, proceedings, damages etc from the STC's Associate buyer/customers/tendering authorities or otherwise arising out of indented transactions or in connection with any of the terms and conditions of this tender and subsequent agreements, if any.

(B). Pre-Qualification Criteria Documents to be submitted in -Cover-I (Technical Bid)

1. Agency should have experience in handling quantity of at least 20,000 MTs in a particular season of year during the last 7 years ending on 31st Dec 2018, in the distribution of Fertilizers or Similar Work.

Similar Work is defined as handling experience in any other commodities like Chemicals & Pesticides, Cement, Bio Fertilizers, Bio Pesticides, Agro Commodities like Maize, Wheat, Rice etc. or any other product which have been distributed/sold to Farmers/Agencies by them.

2. Relevant documents for work experience either of work orders, Appointment orders, Distribution orders, certificate of completion of distribution work awarded to agency by any Govt Organization, Govt Undertaking, Cooperative Body, Fertilizer company or for the customer for whom the said work was undertaken etc. shall be submitted along with Tender document.
3. Agency should have valid PAN and GSTIN. Copy of the PAN and GST Registration Certificate is to be submitted along with tender document.
4. Agency should submit the copies of Income Tax Returns filed, Audited P&L A/c & Balance sheet for last three years.
5. Agency shall be required to pay non refundable Tender Processing Fees amounting to Rs 5,000 /- to account details as mentioned below in head (E)-towards Performance Bank Guarantee (PG).
6. All the bidders are required to submit an Earnest Money Deposit (EMD) for an amount of Rs 5 Lakh towards the said tender through NEFT/RTGS.
7. The tender processing fees and EMD are waived for Micro Small and Medium Enterprises (MSME). The valid MSME certificate issued by Competent Authorities as notified per the guidelines of Ministry of Micro Small & Medium Enterprises, Government of India need to be uploaded in the portal during the participation in the tender for claiming the said waivers.
In event of failing to pay the tender processing fees and EMD by Bidders/Agency and non submission of certificate of MSME issued by competent Authorities the bids received will be summarily rejected.
8. The proof of remittance of EMD amount through NEFT/RTGS need to be submitted by mentioning the UTR no. and date of payment made. The scanned copy of proof of remittance is to be uploaded on CPP – portal.
9. The EMD of the successful bidder will be retained and the EMD of the unsuccessful bidders will be returned post opening and analysis of the tender.
10. No interest is payable on the EMD amount.
11. Agency shall also submit an affidavit duly notarized certifying that they have not been debarred/blacklisted for doing business by Govt. agencies/State agencies/STC as on date. The Agency shall have to submit an UNDERTAKING to this effect at the time of application for prequalification under this Tender. In case of submission of false declaration (found at any stage), such Agent shall be disqualified forthwith.
12. Agency may also be asked to furnish additional information/documents and confirmation in connection with verification of the documents submitted by the agency, if deemed necessary.
13. Bids on company's letter head have to be mandatorily submitted in electronic mode only through e-Procurement Portal of NIC (eprocure.gov.in.)
14. For submission of bids electronically, bidders are required to get themselves registered with eprocure.gov.in website using Class II / Class III Digital Signature Certificate and must comply with NIC Terms and Conditions.

15. Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of e-procurement portal). STC will not be responsible for any delay or the difficulties encountered during the submission of bids at the eleventh hour due to any technical or other problems.
16. For any queries relating to the process of online bid submission or queries relating to E-Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk on Tel no.- Helpdesk on Tel no.- 0120-4001062, 4001002, 4001005, 6277787
support-eproc@nic.in, cppp-doe@nic.in

(C).Price Bid (Cover-II)

1. The bidders are required to quote the charges for above operations in Rupees per Metric Tonne basis in the prescribed format mentioned in Annexure- IV
2. The price quoted should be for a consolidated amount which includes all applicable taxes including Goods and Service Tax as applicable.

(D). Selection of Agency/Award of Contract:

1. The bidders may download the tender documents from our websites: www.stclimited.co.in or <https://eprocure.gov.in/eprocure/app>.
2. The bidders should submit tender on two cover basis. First cover (Technical bid) must consist of Signed Tender Document each page as acceptance towards the tender terms and proof towards the payment of EMD as per Annexure I.
3. The second cover must consist of only Price Bid as per Annexure IV. **Do not submit Price bid in First Cover.**
4. The Quotes for undertaking the work of Distribution of the Fertilizers should be submitted in Rs. (INR) per Metric Tonne basis inclusive of all statutory payments, cess, taxes etc.
5. The contract will be awarded only to the Agency quoting the lowest rate.
6. In the event of failure to comply or undertake the job, STC reserves the right to pass on the delivery operations to the next bidder at any point of time. In that case EMD shall be fully forfeited and the difference between the rate quoted by successful bidder and L-2 bidder is payable by L-1 bidder without any demur or protest.
7. In such cases the L-2 bidder should submit the required performance guarantee prior to awarding the contract.
8. The rate quoted by the bidders should be kept valid till the period of completion of the entire operation for crop year 2019-20. Normally the operation is likely to be completed by 31st August 2019.
9. No claims for revision of the rates for what so ever reasons shall be entertained by STC during course of operations at any point of time.

10. In event, contract for Distribution of Fertilizers is not entrusted to STC, the said tender stands cancelled and STC does not have any obligations towards the cancellation of the tender and no claims, if any, towards the same will be entertained.

(E). Performance Bank Guarantee (PBG) and Security deposit:

1. The Successful bidder is required to execute the Performance Guarantee value equivalent to 20% of contract value, out of which 10% shall be in form of Performance Bank Guarantee (PBG) strictly as per STC's format (Annexure II) and remaining 10% towards Security deposit shall be deposited to A/c of The STC of India Ltd. after adjustment of EMD amount of Rs 5 Lakh paid while participating during the tender.
2. The PBG and the Security deposit is to be submitted within 2 days from the date of receipt of intimation conveying the L-1 status. On receipt of PBG and security deposit the letter of award for distribution would be issued.
3. No Interest is payable on Security deposit.
4. The Details of Bank Account are as below :

Name	:THE STATE TRADING CORPORATION OF INDIA LTD
Bank Name	:INDUSIND BANK
Address	:CGMO DEPT, 13/2 EMBASSY HEIGHTS UNIT 101 & 101M, 'B' BLOCK, MAGRATH ROAD (NEAR HOSMAT HOSPITAL) BANGALORE- 560025
Account No	: 200000888095
IFSC Code	:INDB0000008

(F). Payment to Agency.

1. The payment to selected agency will be made on the basis of completion of every 45% of distribution (i.e completion of distribution quantity) and on submission of the bill for the same in two lots. The payment for the remaining 10% shall be paid only on production of completion certificate issued by Committee of Farmers/Tobacco Board and on clearance of all the test results from Dept. of Agriculture and concerned authorities.
2. Payment would be made to Agency only on receipt of payment to STC from M/s Committee of Farmers (COF) i.e M/s Karnataka Varginia Tambaku Belegarara Sangha (KVTBS). No advance payment on any account shall be payable by STC for the above job.
3. GST amount claimed by the Agency in their bills shall be paid/reimbursed only when the credit of the same is reflected in the GST portal. (Confirmation of counter party payment status in GSTR-2A returns to be YES/SUBMITTED).
4. Any undelivered quantity should be handed over to COF i.e KVTBS against receipt statement for the same. The final payment will be released on production of bills attaching the above.

(G). Pre Bid Meeting:

The pre bid meeting for the said tender is scheduled on 15.02.2019 at 11.00 am at STC Bangalore Office, i.e at 6th Floor, STC TRADE CENTRE, 7/A Nandini Layout, Bangalore. Any concerns towards the said tender will be addressed in the said meeting.

(H). General Terms & Conditions:

1. The price quoted to be valid till completion of distribution operations for crop year 2019-20 tentatively till 31st August 2019.
2. STC has the sole right to accept or reject offers of Tender without assigning any reasons what so ever.
3. STC reserves the right to accept or reject any bid including the lowest offer, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligation to inform the affected bidder or bidders of the grounds for STC's action.
4. STC has right to cancel the tender or to refloat the tender, without assigning any reason. In the event of any false declaration by the Out-sourcing Agency found during the period of the operation, the allotment shall automatically be cancelled and shall be awarded to the next bidder. In such case, the L-2, should unconditionally accept to carry out the above operations without any demur or protest.
5. STC has the sole right to alter the quantity (increase or decrease in quantity) including cancellation and withdrawal of the distribution work awarded without assigning any reasons.
6. Successful bidder on intimation of selection shall have to execute agreement as per STC standard Norms within 2 working days on receipt of the letter of award.
7. In case, the successful party/bidder does not commence the work by stipulated date in terms of Award Letter, STC shall without prejudice to any other right/remedy, be at liberty to forfeit the said EMD and Security deposit/Performance Guarantee, absolutely in addition to recovery of other damages/losses caused to STC on this account. The party shall also be Black Listed for participation in all subsequent tenders and informed to all PSU's and other authorities concerned.
8. The detailed tender notice will be available on the website www.stclimited.co.in, www.eprocure.gov.in/eprocure
9. Any further corrigendum/Addendum/Modification/Changes to the tender documents will be uploaded by STC only on websites i.e. www.stclimited.co.in, & procurement portal and no press advertisement shall be published for the same. The prospective

- bidders are requested to regularly visit the above mentioned website to keep themselves updated.
10. Price Bid should be submitted only on CPP portal as per the format given in Annexure V.
- 11. Signed copy of each page needs to be submitted as token of acceptance for all the said clauses of tender. In case all pages are not signed applications will be summarily rejected.**

(I). DISCLAIMER:

STC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona-fide.

(J). APPLICABLE LAWS/ JURISDICTION OF COURTS

The Bidder here-to agree that the courts or tribunals at Bangalore shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this tender. All disputes arising out of this tender shall be decided in accordance with the laws of India.

(K). INDEMNITY

The Bidder shall at all times indemnify and keep STC indemnified against any claims/ liabilities/proceedings etc. in respect of any damages or compensation payable to any third party or otherwise arising out/ or in connection with this Tender.

The Bidder shall also indemnify STC in consequences of any accident or injury sustained or suffered by its employees/workmen or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder. The Bidder shall at all times, indemnify and keep indemnified STC against any and all claims / liability/ proceedings etc. of the Employees, Workman, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the Contract and shall be recoverable from Security Deposit in addition to any other means. The Contract is to be carried out with proper safety measure shall be taken by Agency.

(L). FORCE MAJEURE

- i) During continuance of the Contract, STC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is

caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi-Government action, acts of God, fire, flood, earth quakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

(M). 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 in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Bangalore. The appropriate Courts in Bangalore shall have exclusive jurisdiction and Indian laws shall govern this Contract.

ANNEXURE-I

Technical Bid

LIST OF DOCUMENTS

TENDER NO: STC/BNG/FER/2018-19/04

DATED: .././....

Name of Bidder: _____

Address :

Tel No. _____ Fax No. _____ Telex _____

PAN No. _____

GST No. _____

E Mail. _____

Sr No	Particulars	Yes/No
1.	Company Brochure/Introduction Letter of Company	
2.	Audited Profit and loss account and Balance Sheet for last 3 years	
3	Income Tax Returns for last 3 years.	
4	Income tax registration certificate PAN/TAN no.	
5	GST Registration Certificate	
6	Proof of Payment of Tender Processing Fees/EMD	
7	Certificate Issued towards MSME (Optional)	
8	Relevant documents either of Work Orders, Appointment orders, Distribution orders, certificate of completion of distribution work for Distribution of Fertilizers or equivalent commodities.	
9	Signed Copy of Tender as token of Acceptance.	
10	Type of Registration of Company i.e Proprietary/Partnership/Private Ltd/Public Ltd and	

	documents in support of same.	
11	Has the company been black listed / banned by any Government Undertaking from participating in any tenders.	

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. A signed and stamped copy the tender document is being enclosed herewith, towards our unconditional acceptance of the Tender terms and conditions.

Name:
Signature:
Designation:

Stamp of the Bidder

ANNEXURE II

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Ist class Scheduled Bank)

**The STC of India Limited,
7/A, 6th Floor, STC Trade Centre,
Nandini Layout
Bangalore 560096**

Whereas, The State Trading Corporation of India Ltd. is a Govt. of India Company having its Regd. Office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110 001 and having Branch Office at 7/A, 6th Floor, STC Trade Centre, Nandini Layout, Bangalore 560096 (hereinafter called 'STC') which term shall include the successors and assigns has floated tender for appointment of Agency for undertaking the Distribution of Fertilizers for crop year 2019-20.

AND WHEREAS, M/s. _____ (hereinafter called the Applicant) intend to submit this guarantee for consideration against the LOA /Agreement No.....dt..... for undertaking the Distribution of Fertilizers as Performance Guarantee by way of Bank Guarantee to be furnished in favour of STC, Bangalore.

AND WHEREAS, we _____ Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnish Bank Guarantee on behalf of the Applicant in favour of STC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON _____ WITNESSETH AS UNDER :-

Against Contract No./LOA _____ Dated _____ entered into between the STC (hereinafter called the 'STC') and M/s _____ (hereinafter called the Agency) this is to confirm that at the request of the Agency, we _____ (Name of Bank) unconditionally and irrevocably guarantee to pay to STC immediately on its first demand, **10% of Contract value** i.e.Rs..... without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from The STC of India Ltd. for any failure /default in performing any term and condition of handling agency agreement No..... Any such demand made on the Bank by STC shall be final and conclusive and binding on us as regards the amount due and payable by the

Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

We also undertake to pay to STC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under this Guarantee shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.

We further agree that STC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or extend and encashment of Guarantee any of the powers exercisable by STC against the said applicant and to forebear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the Distribution Agency or for any forbearance Act or Omission on the part of STC, or any indulgence by STC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.

This Guarantee is valid for a period of 180 days from the date of issue and claim against this Guarantee can be demanded on us upto six months from the date of expiry of Guarantee period and we undertake to pay the amount to STC by demand draft across the counter.

We shall forthwith irrevocably bind ourselves and undertake to pay to STC the amount claimed by it upto the amount guarantees hereunder. In case the Bank fails to pay the amount to STC on the date of STC's demand in writing, then the Bank shall be liable to STC over and above the amount claimed by STC interest thereon @18% per annum from the date of claim upto the date of actual payment and the aforesaid Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to STC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of STC against the Applicant under this Guarantee.

We, undertake not to revoke this Guarantee during its currency except with the previous consent of STC in writing.

This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.

Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of Rs.....(in words)..... And shall stand completely discharged and the right of STC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2019 at Bangalore.

Sign. Of Authorised Official of Bank

Witnesses:

- 1.
- 2.

ANNEXURE III

AFFIDAVIT (Notorized)

(On stamp paper of Rs.200/-)

Affidavit of _____ S/o _____ aged
about _____ R/o _____

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That I _____ am working as _____ in _____ (Name & address of Company) and am authorized to sign and execute documents on behalf of the company.
2. That bidder is submitting a bid in response to invitation of Tender for appointment of Agency for undertaking the Distribution of Fertilizers for crop year 2019-20 floated by The STC of India Ltd. Bangalore.
3. I hereby confirm and declare that none of my Group / Sister companies is participating / submitting the tender.
4. That, I hereby confirm and declare that no order for blacklisting, delisting , put on holiday / Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies, Departments / PSUs which is still in force for the last 2/3 years.
5. That I further undertake that in case and if at any point of time the declarations given above are found to be incorrect or false, STC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification:

Verified at (Place) on (date) that the contents of my above affidavit are true and correct to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed or falsely stated therein.

DEPONENT

Place :

Date :

(ON Distribution Agency's LETTER HEAD)

Annexure-IV

To,
The State Trading Corporation of India Limited,
6th Floor, 7/ANandini Layout
Bangalore -560 096

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

Undersigned shall comply with Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Payment of wages Act, Provident Fund Contribution, Contract Labour Miscellaneous Provisions Act 1952, payment of Bonus Act and any other statutory requirements.

In case my firm fails to discharge any of above statutory obligations the undersigned will be wholly responsible for such defaults and STC shall have right to deduct such sums from the bills payable to the agency on receipt of any claims or notice from the concerned Authorities.

In case claims arising out of above from any authorities after finalization and settlement of account with STC, undersigned shall accepted the said claim unconditionally. Undersigned shall also accept the responsibility and liability for such payment including the penalty/interest raised by concerned departments.

Thanking You

Yours faithfully

Name and Signature of the Authorized Person

Annexure-V

(LETTER HEAD OF AGENCY/FIRM)

Tender No: STC/BNG/FER/2018-19/04

PRICE BID

DATE:

To,
Branch Manager
The State Trading Corporation of India Ltd,
STC TRADE CENTRE,
6th Floor, 7/A Nandini Layout,
Bangalore- 560 096

SUB: Submission of the Price Bid.

- 1. Do not Submit the Price Bid with Technical Bid (i.e cover 1)**
2. Price to be submitted in Rs/MTs basis.
3. Price Quoted to be valid till completion of the Distribution Operations for crop year 2019-20 tentatively till 31st August 2019.

Sr No	Particulars	Rate in Rs per Metric Tonne Basis
A	Distribution Charges for Fertilizers-Basic Price	
B	GST @.....%	
C	TOTAL =(A+B)	

Amount in Rupees _____ per MTS.

Note: Bills and receipts are to be drawn in the name of STC and required to be submitted while claiming the payment.

Name:
Signature:
Designation:
Stamp of the Bidder