

THE STATE TRADING CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
No.7, STC, Trade Centre, Nandini Layout, Bangalore

TENDER FOR SALE OF 60/70 Gr Imported Bitumen in drums
(AS IS WHERE IS BASIS)

TENDER NO: STC/BIT/SALE/02/2016-17

DATED: 07/09/2016

1. INVITATION FOR BIDS:

The STC of India Ltd invites sealed offers in two part bidding system for sale of imported Bitumen 60/70 Grade in drums (ON AS IS WHERE IS BASIS) as per details given below:

ITEM	APPROX. QUANTITY OFFERED FOR SALE	WAREHOUSE WHERE BITUMEN ARE STORED
Imported Bitumen Grade 60/70 (In drums)	202 MTs at Chennai 1243 MTs at Vizag	All Cargo Logistics Ltd Chennai CFS, # 913, Thiruvottiyur High Road, Ernavoor, Chennai, Tamilnadu Sravan Container Freight Station, (a unit of M/s Sravan Shipping Services Pvt. Ltd) Block "C", IDA, China Mulagada, Vishakhapatnam-530012

Notes:-

- 1. The approximate offered quantity is 202 MTs at Chennai and 1243 MTs at Vizag. However the actual saleable quantity may vary depending upon the actual availability at the said Warehouse.**
- 2. Minimum quantity for which the bids have to be submitted is 202 MTs at Chennai and 300 MTs at Vizag. Final saleable quantity can be increased or decreased at the sole discretion of STC depending on the availability of the material at warehouse and prices received in the tender. In this regard, the decision of the management of STC shall prevail and the same shall be final, conclusive and binding.**

3. After considering the quantity offered for lifting by Highest acceptable bidder, in case any balance quantity is available for sale, STC at its sole discretion can decide to offer such balance available quantity to bidders in order of their hierarchy in comparative statement i.e. the H1 bidder will be given the first opportunity to accept more quantity at accepted H1 rates and thereafter other bidders H2.....Hn onwards may be given the opportunity to accept the balance quantity at the same rate as offered to H1 bidder.
4. In case the EMD amount deposited with bid is lesser than that required based on quantities finalized with bidder, the balance EMD shall have to be deposited within a maximum of 3 banking days from the date of issuance of Letter of Award (LOA), failing which this shall be treated as default and the EMD of the defaulting bidder shall be forfeited.

2. QUALITY:

The quality specifications of the material as per the latest Sampling and Testing report dated 01.02.2016 carried out by Independent Inspection Agency (GEOCHEM) is as under for the information of the bidders:

Test Items	Methods	Unit	Result
Penetration	ASTM D 5	0.1 mm	64
Flash Point	ASTM D 92	°C	315
Solubility in TCE	ASTM D 4	% Wt	99.8
Specific Gravity	ASTM D 70	-	1.0372
Ductibility	ASTM D 113	Cm	>100
Spot Point	A.A.S.H.T.O 102	-	NEG
Softening Point	ASTM D 36	°C	49.5
Thin Film Oven Test	ASTM D -1754	-	-
Loss on Heating	ASTM D 6	% Wt	0.03
Drop In Penetration After Heating	ASTM D 5	%	11.2

The country of origin is UAE

Notes:-

1. Tender participants are advised to visit the above mentioned warehouse to inspect the cargo during working hours from 12/09/2016 to 27.09.2016 (until the closure of the tender) and quote their rates (On as is where is basis). No complaints/Claims on STC pertaining to quality of stocks/condition of drums etc shall be entertained subsequently.
2. For inspecting the cargo, the contact person at the above mentioned warehouse is Shri – Mani Babu of NBHC (Mobile No. 07032826728)/ Naveen of Sravan Shipping (Mobile No. 08912741209) at Vizag and Bharatinathan (Mobile No. 09344001475) at Chennai. Before visiting the warehouse, the tender participants are requested to give prior information to STC Bangalore officials namely Mr. R Madusudhan, Dy General Manager (Mobile No. 08454046905) and Mr. Ramesh Kumar Ram, Dy. Manager (Mobile No.8861973984), who shall advise Mani Babu or Naveen at Vizag and Mr Bharathinathan at Chennai to allow inspection of cargo.

3. **NO SEGREGATION / SORTING OF STOCKS WILL BE PERMITTED WHILE LIFTING. Lifting shall be done from one side as per the instructions of STC's surveyor.**

3. PRICE:

Price to be quoted as per price bid format (Annexure-IB) on AS IS WHERE IS and EX-WAREHOUSE basis. *Separate Price Bids are required to be quoted against each location in the format.* All Taxes / Levies/Cess/Duties i.e. all statutory levies shall be applicable extra at actuals and shall be to the account of the buyer.

The offers should be made by each tenderer for quantity not less than 202 MTs for Chennai and 300 MTs for Visakhapatnam/Vizag & in addition of 100 MTs for Visakhapatnam/Vizag. Bidders have to mention the total quantity they intend to lift from the respective locations.

4. VALIDITY:

Bids must remain valid for a period of 60 days from the date of closing of tender i.e. 27/09/2016

5. PACKING:

Material packed in Drums of 182 Kg +/-2%.

6. LIFTING SCHEDULE:

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

Chennai – For total quantity	within 20 days
Vizag - in two lots	within 40 days

- a) Delivery orders shall be issued against 100 % (including applicable taxes, levies) advance cash payment by way of Demand Draft/RTGS payment/Account Transfer in favour of “The State Trading Corporation of India Limited”, payable at Bangalore. The D.O will be issued by STC’s Bangalore Branch.
- b) The full payment for the allocated quantity to the H1 must be received by STC Bangalore within seven (7) days in cash (RTGS/NEFT/DD) from the date of Letter of Award.
- c) Timely lifting shall be essence of the contract and shall be treated as firm. Any delay in lifting contracted quantity will render buyers liable for breach of contract and shall be dealt *as per Serial No. 14 below i.e. Default Clause.*

7. BID BOND / EMD:

- a) Bid shall be accompanied with a **Bid Bond/EMD of 5%** of the total value of bid through Demand Draft /Pay Order in favor of “**The State Trading Corporation of India Ltd.**”, payable at Bangalore.

- b) ***Bid Bond/EMD of the unsuccessful Bidder(s), will be returned within fifteen (15) working days*** after the award of the tender to the successful Bidder(s).
- c) The Bid Bond/EMD of the successful bidder(s) will be returned only after successful completion of the contract.
- d) Bids received without EMD of the requisite amount shall be summarily rejected.
- e) EMD deposited with STC will not be entitled for any interest.
- f) STC reserves the right to forfeit the EMD of successful bidder in case the successful bidder –
 - i. Fails to deposit the full payment and/or fails to lift the goods within the stipulated time frame.
 - ii. Commits any breach of Contract or fails to fulfill any term(s) or conditions(s) of the Contract.

8. DELIVERY TERMS

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

9. SUBMISSION OF BIDS:

All Bidders are required to submit their offers in TWO BID SYSTEM i.e. in two separate envelopes labeled as "Techno- Commercial Bid" and "Price Bid – NOT TO BE OPENED" as per formats given in Annexure IA and IB respectively. Both the envelopes should be separately sealed and superscribed with Tender No. & Date, Name & address of Bidder and Date of Tender Opening. Both envelopes should thereafter be kept in a bigger envelope and sealed. This envelope should also be superscribed with the Tender No., Item Description, Name & address of Bidder and the date of Tender Opening and shall be addressed to the Dy General Manager (Marketing), The State Trading

Corporation of India Ltd, No.7, STC Trade Centre, Nandini Layout, Bangalore. No oral, telephonic, fax, telegraphic or Email offers will be entertained.

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

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

The bids complete in all respects should be submitted in sealed envelope latest by **1400 hrs on 27/09/2016** in the tender box kept at STC Trade Centre, Nandini Layout, Bangalore. The bids shall be opened on the same day at STC Trade Centre, 6th Floor, Nandini Layout, and Bengaluru 560096 in the presence of the bidders’ representatives desirous to be present. **The time schedule of opening and closing of tender is as follows:**

Tender Closing Time/Date	1400 hrs. (IST) on 27/09/2016
Tender Opening Time/Date (Techno-Commercial Bids)	1500 hrs. (IST) on 27/09/2016
Tender Opening Time/Date (Price Bids of qualifying bidders)	1530 hrs. (IST) on 27/08/2016

Note: Any further corrigendum/Addendum to the tender documents will be uploaded by STC only on websites: www.stc.gov.in, www.eprocure.gov.in or www.tenders.gov.in and no press advertisements shall be published for the same.

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:

The successful bidder will be required to make 100 % payment including applicable taxes/levies to STC by way of Demand Draft / Pay Order / RTGS payment / Account

Transfer in favour of “The State Trading Corporation of India Ltd.”, payable at Bangalore for entire stock, within the period mentioned in LOA.

12. SURVEYOR:

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

13. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing STC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

14. LIQUIDATED DAMAGES / DEFAULT CLAUSE:

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

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

15. CANCELLATION OF CONTRACT:

If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of Bid Bond / EMD. STC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

16. ARBITRATION:

Any dispute or differences that may arise from time to time between the parties out of or relating to the construction meaning, operation, effect, or performance of this contract or breach thereof shall be settled amicably between the two contracting parties. If the dispute cannot be resolved then the matter shall be settled by arbitration in accordance with the Indian Arbitration Act, at New Delhi, India only.

17. INDEMNIFICATION

This bidder agreed in all times hereinafter, indemnify and keep STC &/ or its employees fully indemnified and hold harmless from and against any and all actions, claims, demands, proceedings, losses, damages, costs, charges, fines, penalties and liabilities of whatsoever nature caused to STC arising out of the actions of the bidder.

18. SEVERABILITY

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in the documents constituting the contract will not affect the validity or enforceability of the remaining portions or any part of the documents constituting the contract.

19. ALTERATIONS, AMENDMENTS AND WAIVERS

No alteration, amendment or waiver of documents constituting the contract or of any of its terms, provisions, or conditions will be binding upon STC unless made in writing and with the consent of the STC or its authorized representative.

20. JURISDICTION

All suits and proceedings relating to any disputes or any claims arising out of or in the course of performance of the contract shall be filed only in the courts of Bangalore, Karnataka.

21. BIDDERS TO NOTE THAT:

1. It shall be the sole responsibility of the successful bidder to comply and adhere to any and all statutory/other requirements and/or clearances that may be involved in the process of implementation of this transaction.
2. RTGS Details of STC are as follows:
NAME OF ACCOUNT: THE STATE TRADING CORPORATION OF INDIA LTD.
NAME OF THE BANK: **INDUSIND BANK**
NAME OF THE BRANCH: **MG ROAD, Bangalore**
ACCOUNT NO.: **20000888095**
IFSC CODE: **INDB0000008**

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

R MADHUSUDAN
DEPUTY GENERAL MANAGER (MARKETING)
Email: dr.rms@stc.gov.in
Tel.: + 91 80 23198810
Fax: +91 80 23198800

TENDER NO: STC/BITUMEN/SALE/02/2016-17

DATED: .././....

TECHNO-COMMERCIAL BID

Name of Bidder: _____

Address :

Tel No. _____ Fax No. _____ Telex _____

PAN No. _____

Sales Tax/VAT No. _____

E Mail. _____

Contact Person _____

DETAILS OF EARNEST MONEY DEPOSIT

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

Name of Bank _____

Amount Rs. _____

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

We also declare that

1. We are not on any debarred/abeyance list of Government.
2. All Central or state, present or future taxes, duties, cesses, levies etc. as applicable will be extra on our account.
3. The offer is valid for your acceptance till **60 days** from date of opening of tender.

Name:

Signature:

Designation:

Stamp of the Bidder

ANNEXURE I B

TENDER NO: STC/BITUMEN/SALE/02/2016-17

DATED: .././....

PRICE BID

Name of Bidder: _____

Address :

Tel No. _____ **Fax No.** _____ **Telex** _____

Contact Person _____

ITEM	LOCATION OF WAREHOUSE(s)	QUANTITY IN MTs	RATE OFFERED (Rs. / PMT)	TOTAL AMOUNT (In Rs.)
Imported Bitumen Grade 60/70 (In drums) (On as is where is basis)	(a) All Cargo Logistics Ltd Chennai CFS, # 913, Thiruvottiyur High Road Ernavoor, Chennai, Tamilnadu (B) Sravan Container Freight Station, (a unit of M/s Sravan Shipping Services Pvt. Ltd) Block "C", IDA, China Mulagada, Vishakhapatnam-530012			

Minimum Bid quantity is 202 MTs at Chennai and 300 MTs at Vizag. Bidders can quote for any quantity from minimum of 202 MTs up to a maximum 1300 MTs

Prices quoted are AS IS WHERE IS and Ex-warehouse basis excluding the statutory taxes/duties/levies.

Validity of Prices – 60 days from the date of closing of the tender.

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

Name:

Signature:

Designation:

Stamp of the Bidder