



THE STATE TRADING CORPORATION OF INDIA LIMITED

11, R. N. MUKHERJEE ROAD, NILHAT HOUSE, 9th Floor, Kolkata 700001

INVITES TENDER FOR APPOINTMENT OF MULTI MODE TRANSPORT OPERATOR -CUM- CHA

TENDER NO. STC/KOL/RS/CHA/2016-17/01

DATED : 31.10.2016

- | | |
|---|--------------------------------|
| <input type="checkbox"/> Pre Bid Conference | 15:00 Hrs. (IST) on 10.11.2016 |
| <input type="checkbox"/> Bid Submission Start Time/Date | 11.00 hrs. (IST) on 15.11.2016 |
| <input type="checkbox"/> Tender Closing Time/Date | 15:00 Hrs. (IST) on 23.11.2016 |
| <input type="checkbox"/> Tender Opening Time/Date
(Techno-Commercial Bids) | 15:30 Hrs. (IST) on 23.11.2016 |

THE STATE TRADING CORPORATION OF INDIA LTD., A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from Multi-Mode Transport Operators for undertaking job of handling, clearing, container stuffing, transportation, stevedoring and loading of Red Sander on vessel from Kolkata and other nearby regions (CWC Godowns) for export from India on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are in the possession of DRI and stored at CWC godowns at KOLKATA and nearby region.

A. QUALIFICATION CRITERIA FOR BIDDERS:

The bidder should fulfill the below mentioned criteria :

a) Technical :

- i. The bidder should be a MultiMode Transport operator Registered with D.G. Shipping and a member of Federation of Freight Forwards Association of India (FFFAI having CHA license.
- ii. Should have handled goods worth Rs. 100 Crores during each of last 3 Financial Years.
- iii. The bidders should have sound and covered body trucks / lorries for safe transportation of Red Sanders.
- iv. The bidder should be fully conversant with custom formalities and possess required approvals/licenses from Port Authorities for cargo clearing, handling and stevedoring jobs, registered in India as Indian Company.

b) Financial:

- i. The bidder should have positive net worth of at least Rs.10 Crore at the time of submission of Bid.
- ii. Should have minimum annual turnover of Rs. 10 Crs. during the previous year Or Rs. 25 Crs. cumulative during last 3 years.

B. SCOPE OF WORK :

- a) The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at CWC Godowns in and around Kolkata region. The secured transportation of cargo is the essence of the services provided by the Agency. The Agency shall act as a Multi Mode Transport operator cum Custom House Agent on behalf of STC, make arrangements to receive/take delivery of goods on behalf of STC from nominated godowns and coordinate all activities after receipt of Delivery Order, till shipment of goods. The Agency will ensure that only approved goods are transported and loaded. Such agency will take appropriate comprehensive insurance of the goods so handed over by STC of India Ltd. from the nominated godowns till loading of cargo on the authorized vessel / container(s).

- b) The weighment shall be recorded for each truck by the Agency and proof thereof shall be produced to STC, as and when demanded. STC shall have the right to nominate its officials / or their representative to supervise the operations.
- c) The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, shortage, criminal misappropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify STC for any loss, damage or pilferage to the goods, claim of whatsoever nature because of improper storage and handling of stock on behalf of STC. The compensation for loss/damage shall be payable to STC at the rate as ascertained by STC.
- d) 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.
- e) It shall be the responsibility of the Agency to make all arrangements like providing adequate labour, supervisors and other necessary equipments/tools, required for lifting the goods from the designated godowns till containerization and loading onto the vessel.
- f) STC's buyers would be nominating vessels. The Agency has to make necessary arrangements of equipments such as crane, hooks, grab etc. for loading material onto the vessels.
- g) For non delivery or short delivery of the consignments, STC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by STC shall be final and binding on the Agency.
- h) It shall be the sole responsibility of Agency to protect the goods from damages, during transportation, stacking and loading onto the ship. The Agency shall maintain a proper account of quantity lifted from each godown and submit report to STC.
- i) At the time of shipment, the Agency shall arrange safe transportation of containers from designated godown within port premises after pre-inspection, survey and weighment to wharf for effecting shipments through containers / bulk.
- j) In case of shipment of goods in bulk, full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and STC shall have the right to recover such amount from the bills payable to the Agency.
- k) The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weighment, etc. and obtain Clean / Shipped on Board Bill of Lading upon

shipment. Any Agency charges/expenses in this regard are to be borne entirely by Agency. Any amendments required in the documents shall be carried out by the Agency at their own cost. The Agency shall be held fully responsible for any loss to STC on account of discrepancy in documents and the same shall be rectified by the Agency immediately and STC to be informed accordingly.

- l) The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit such as - Certificate of Origin, Inspection Certificate, Packing List including Certificate from NBA etc. and shall be responsible for timely dispatch (within two days after shipment) of same to STC's nominated Branch offices. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation / realization of the export proceeds.
- m) Agency shall keep valid license granted to him by Customs / Port Authorities till the completion of the contract, if awarded.
- n) Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.
- o) Agency shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods by Sea / Rail / Road.
- p) The bidder shall be responsible for employing suitable labour / workmen at the site as per the prevailing labour laws of India and STC shall not be responsible for any claims arising due to any mis-happening / accident of workmen deployed by the agency for Transportation of Red Sanders. It shall also be the sole responsibility of the bidder to protect Red Sanders from any damages during the transportation.
- q)
 - Bidders shall not assign, transfer, and sublet the work / obligations without prior written permission of STC.
 - Receive/taking delivery of goods on behalf of STC from nominated godowns and co-ordinate all activities after receipt of Delivery Order, including identification of stocks with inspection agencies/ Agency's representative.
 - Recording of all the goods received & shipped.
 - Transportation of approved goods from designated Depots on lot /MTs basis.
 - Stuffing into containers and movement to ICD/Port.
 - Custom documentation, clearing, handling and arranging all pre-cargo & post shipment, shipping documents as mentioned in the Contract.
 - Loading into vessel including terminal handling Agency charges (In Containers).
 - Insurance coverage from the dispatch point till shipment (stock and transit insurance)

C) LOCATION OF RED SANDERS :

The details of locations of Red Sanders stock is given hereunder.

Sr. No.	Location of Red Sanders	Approx. Qty. (MT)
1	CWC Godowns, Kolkata, Howrah, Haldia, (Kolkata and nearby region)	60.530
Total quantity		60.530

D) EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE :

The bid shall be accompanied by EMD in form of Demand Draft/ Pay Order for Rs. 1,00,000/- in favor of “The State Trading Corporation of India Limited” payable at Kolkata, alongwith documents in support of Technical & Financial criteria of the Bid. No interest will be payable on the EMD amount.

The successful bidder will be required to establish Performance Bank Guarantee (PBG) for 10% value of the tender cost within 7 working days from the date of issuance of Letter of Award (LOA). The PBG should be valid and enforceable/en-cashable up to 180 days from its date of issuance. The PBG should be as per the prescribed format (ANNEXURE-I).

In case the highest bidder fails to submit the PBG, STC reserves the right to forfeit the EMD.

E) GENERAL TERMS & CONDITIONS :

- i) The Red Sanders are in Logs, Chips, Butends and Saw Dust form and Bidder shall have to complete the operations within the time period mentioned in the LOA or as per written instructions given by STC from time to time. STC shall issue instructions after nomination and berthing of vessel at designated port and the Bidder will be required to complete the operations on immediate basis. The Agency will co-ordinate with STC officials as and when required for all allied operations.
- ii) The Agency will have to quote necessarily for all lots but it would be STC’s discretion to allocate one / more or all the lots depending upon response of Bidders and performance of the Contract.
- iii) The bidder should not be black listed by any government agency at the time of submission of bids. The bidder shall have to submit an affidavit for confirmation of the same as per ANNEXURE –II after issuance of LOA.

- iv) EMD of the unsuccessful Bidder(s) will be refunded within 15 working days without interest after finalization of the tender.
- v) Bidder shall keep STC fully indemnified against any claims, losses/damages, liabilities, proceedings etc., from any third party or otherwise arising out of / or in connection with this tender of transportation of Red Sanders.
- vi) STC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.
- vii) STC may terminate the contract before the expiry of agreed period in case the performance of the bidder is not satisfactory, in which case STC's opinion shall be final and binding. The termination shall be effective immediately from the date of issue of such notice in writing.
- viii) Bidder shall sign the format of Contract as per Annexure-IV as token of acceptance of the terms & conditions stated therein and enclose the same alongwith other tender documents to be submitted in the envelope for Techno-commercial Bid.

F) SUBMISSION OF BIDS :

The bidders may download the tender document from our website <http://www.stclimited.co.in/> or www.eprocure.gov.in or www.tenders.gov.in .

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one superscribed as “Techno- Commercial Bid” and the other as “Price Bid” as per formats given in ANNEXURE III-A and III-B respectively. Both the envelopes should be separately sealed and superscribed with Tender No., Date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be superscribed with the Tender No., Date, Name & Address of the Bidder and shall be addressed to - The Branch Manager, The State Trading Corporation of India Ltd, 11, R.N. Mukherjee Road, Nilhat House, 9th Floor, Kolkata 700001- West Bengal (India)

PHONE: (033) 033-22305464, 22436490, 22482228: FAX: 033-22480777, 22488165, E-mail : drsomesh@stclimited.co.in, kolkata@stclimited.co.in .
Offers over phone, fax or email will not be entertained.

1. The envelope superscribed as “Techno- Commercial Bid” must contain the following :
 - i. Duly signed and stamped Techno-Commercial Bid as per Annexure III-A
 - ii. Copies of documents in support of bidders experience.
 - iii. Demand Draft / Pay Order of Rs. 1,00,000/- towards EMD.
 - iv. Signed and stamped copy of tender Document.
 - v. Copies of Registration Certificate with ROC, PAN No., Service Tax Regn. Certificate.
 - vi. Affidavit as per ANNEXURE II
 - vii. Self attested copy of audited annual accounts for the last 3 years.

D) AWARD OF BID:

The bidder, whose bid is accepted by STC, shall be issued Letter of Award (LOA) prior to expiry of bid validity. Bidder shall confirm acceptance within Five (5) days of issuance of LOA by returning signed copy of LOA.

J) VALIDITY OF BID :

- i. The bidder agrees to and shall hold his bid valid for at least Six (6) months from the date of submission of bids.
- ii. However, the bidder agrees to extend the bid for a further period of (3) months on the existing terms and condition in case the same is desired by STC. The validity of the bids and its security may be extended for a further period on mutual consent.

K) 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.

L) JURISDICTION :

The applicants hereto agree that the Courts and Tribunals at Kolkata 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.

M) INDEMNITY :

The Bidder shall keep STC indemnified at all times against any claims / liabilities / proceedings etc., from any third party or otherwise arising out / or in connection with this Tender.

N) 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, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

- ii) If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then STC shall be excused from the obligations to that extent and STC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii) If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv) The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

O) 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 and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Kolkata. The appropriate Courts in Kolkata shall have exclusive jurisdiction and Indian laws shall govern this Contract.

Tender for Transportation & Handling of Red Sanders

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Ist class Scheduled Bank)

The State Trading Corporation of India Ltd.
11, R.N. Mukherjee Road,
Nilhat House, 9th Floor,
Kolkata 700001
West Bengal (India)

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 11, R.N. Mukherjee Road, Nilhat House, 9th Floor, Kolkata 700001, India (hereinafter called 'STC') which term shall include the successors and assigns has floated tender for appointment of Multimode Transport Operator- cum-CHA for export of Red Sanders from Kolkata.

AND WHEREAS, M/s. _____(hereinafter called the Applicant) intend to submit this guarantee for consideration against the LOA / Agreement No.....dt..... for handling export of Red Sanders at Kolkata and/or Haldia Port as Performance Guarantee by way of Bank Guarantee to be furnished in favour of STC.

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 not withstanding 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 forbear 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 said buyer/ Clearing Agent 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....., 2016 at Kolkata.

Sign. Of Authorised Official of Bank

Witnesses:

- 1.
- 2.

AFFIDAVIT

(On stamp paper of Rs.100/-)

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 bid for Multi Mode Transport operator-cum-CHA for transportation, clearing and handling of Red Sanders stock from CWC godowns in and around Kolkata and loaded onto vessel at Kolkata and/or Haldia ports.
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 :

TECHNO-COMMERCIAL BID

1. Name & communication address of Bidder : _____
Website address & E-mail ID _____ Mob. No. _____
2. Certified copies of documents required with Bid :
3. a) Names of Director, Designation / Authorised Signatory : _____
b) Telephone number, fax number _____
4. a) Multi Mode Transport operator's &
Customs house license number of agency : _____
b) Stevedoring license number of agency : _____
c) Letter of authorization from government port(s) issued to agency/associate.
5. Name & Address of bankers:
(a) _____ A/c No. _____ IFSC / NEFT Code
(b) _____
(c) _____
6. Whether owning lorries for undertaking transportation job from nominated godown to wharf : _____
(a) No of covered lorries / trailers owned
(b) No of lorries / trailers can be mustered
(c) Any other equipment.
7. Whether the agency is agreeable to enter into agreement for a period of six months : _____
8. Income tax permanent account number of Bidders : _____
(Certified photocopy as proof to be enclosed)
Service Tax Regn. no. of Bidders : _____
9. Financial Details (All figures to be mentioned in INR)

Financial Year	Turnover	Net Worth
2014-15		
2013-14		
2012-13		

10. Details of experience with Orders executed (Bidders may provide detail in separate sheet, if required, with proof.

Year	Name of Client	Products handled	Quantity Handled (MTs)	Value of Cargo Handled (INR)
2014-15				
2013-14				
2012-13				

We, M/s. _____ do hereby declare that the contents filled in the above Bid have been filled by us and are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Sign of Bidder with Stamp

Place :

Date :

PRICE BID

(A)

Place / Location of Red Sanders :

LOCATION:

Lot No.	Quantity (MTs) *	Rate PMT (INR)	Lot-wise Rate (INR)

* => To be specified later after Grading. In case of variation in quantity after Grading, the payments to CHA will be made @ PMT Rate on Actual weight basis.

(B)

Place / Location of Red Sanders :

LOCATION:

Sr. No.	Container Nos. *	Quantity (MTs)	Rate PMT (INR)	Lot-wise Rate (INR)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

BIDDER SHALL QUOTE PMT. Lot Wise Quantity to be specified later after Grading. In case of variation in quantity after Grading, the payments to CHA will be made @ PMT Rate on Actual weight basis.

Rate shall be a consolidated one, which shall be inclusive of cost on all the mentioned services, service tax and other taxes, if any, as per statute, but exclusive of insurance / transit-insurance charges which shall be paid at actuals upon submission of relevant receipts / documents.

Note : Any new local taxes or duties / levies coming into effect after Award of the tender to be paid for transportation of Red Sanders would be on actual basis subject to production of evidence.

Sign. with Stamp

DRAFT CONTRACT FOR APPOINTMENT OF CARGO HANDLING AGENT

The State Trading Corporation of India Ltd. (STC) a Govt. of India Undertaking, under the administrative control of Ministry of Commerce & Industry and a company incorporated under the Companies Act, 1956 having its Regd. Office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi 110001 (hereinafter called “STC”).

The Cargo Handling Agency shall hereinafter be referred to as “Agency” and collectively as “Parties”.

S.No	Item	General Description of Work :
1.	Duties & responsibilities of agency/ scope of work:	<p>a) The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at CWC Godowns in and around Kolkata Region. The secured transportation of cargo is the essence of the services provided by the Agency. The Agency shall act as a Multi Mode Transport operator cum Custom House Agent on behalf of STC, make arrangements to receive/take delivery of goods on behalf of STC from nominated godowns and coordinate all activities after receipt of Delivery Order, till shipment of goods. The Agency will ensure that only approved goods are transported and loaded. Such agency will take appropriate comprehensive insurance of the goods so handed over by STC of India Ltd from the nominated godowns till loading of cargo on the authorized vessel/container(s).</p> <p>b) The weighment shall be recorded for each truck by the Agency and proof thereof shall be produced to STC, as and when demanded. STC shall have the right to nominate its officials/or their representative to supervise the operations.</p> <p>c) The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, shortage, criminal misappropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify STC for any loss, damage or pilferage to the goods, claim of whatsoever nature because of improper storage and handling of stock on behalf of STC. The compensation for loss/damage shall be payable to STC at the rate as ascertained by STC.</p> <p>d) 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.</p> <p>e) It shall be the responsibility of the Agency to make all arrangements like providing adequate labour, supervisors and other necessary equipments/tools, required for lifting the goods from the designated godowns till containerization and loading into the vessel.</p> <p>f) STC’s buyers would be nominating container vessels. The Agency has to make necessary arrangements of equipments such as crane, hooks, grab etc for loading material into the vessels.</p>

		<p>g) For non delivery or short delivery of the consignments STC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by STC shall be final and binding on the Agency.</p> <p>h) It shall be the sole responsibility of Agency to protect the goods from damages, during transportation stocking and loading into the ship. The Agency shall maintain a proper account of quantity lifted from each godown and submit report to STC.</p> <p>i) At the time of shipment the Agency shall arrange safe transportation of containers from designated godown within port premises after pre-inspection, survey and weighment to wharf for effecting shipments through containers/bulk.</p> <p>j) In case of shipment of goods in bulk, full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and STC shall have the right to recover such amount from the bills payable to the Agency.</p> <p>k) The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weightment, etc. and obtain Clean on Board Bill of Lading upon shipment. Any Agency charges/expenses in this regard are to be borne entirely by Agency. Any amendment/Agency required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to STC on account of discrepancy in documents and shall be rectified discrepancy immediately and inform STC accordingly.</p> <p>l) The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit such as Certificate of Origin, Inspection Certificate, packing list including Certificate from NBA etc., and shall be responsible for timely dispatch (within two days after shipment) of same to STC, nominated Branch offices. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation/realization of the proceeds.</p> <p>m) Agency shall keep valid license granted to him by Custom Port Authority, till the completion of the contract, if awarded.</p> <p>n) Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.</p> <p>o) Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods by sea/rail/road.</p>
2.	Maintenance of records/ submission of report:	<p>a) The Agency shall maintain proper upto date record of goods, shipped vessel wise and submit to STC as and when demanded.</p> <p>b) The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents /</p>

		<p>mishaps arising out of any activity in the course of employment.</p> <p>c) The rates mentioned in Price Bid shall include all costs and expenses and Agency is responsible for effecting all payments to labourers and adhering to all statutory requirements thereof.</p>
3.	Performance bank guarantee	<p>a) The Agency shall provide Performance Bank Guarantee in the prescribed format provided by STC from any Scheduled Bank excluding Co-operative Banks for 10% of the Award/Contract Value for proper performance of Agreement. The validity of the BG shall be valid for a period of 180 days initially from the date of issuance in India. STC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency. The PBG to be encashable at the counter of any Scheduled Bank in India on first demand.</p>
4.	Rates	<p>a) The Rates payable by STC to the Agency under various heads under this tender/contract shall be a consolidated Rate which shall be inclusive of cost on all the mentioned services and inclusive of service-tax and other taxes, if any, as per statute.</p> <p>b) All pre-shipment / shipment inspection Agency charges shall be payable by STC.</p> <p>c) All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into the vessel etc., would be to the account of Agency.</p> <p>d) The rates agreed with the Agency shall be in force during the pendency of the contract. There shall be no escalation in rates agreed to for whatsoever reason.</p>
5.	Taxes	<p>a) Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the Tender/Contract during the currency of the Agreement shall be solely borne by the Agency.</p> <p>b) Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement/certificate to this effect would be issued on completion of transaction at the time of settlement of bills.</p>
6.	Submission of bills	<p>a) The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Price Bid. STC will process the bill and arrange to release amount as per Price Bid.</p> <p>b) While releasing payment to the Agency, the following deductions shall be made from the bills:-</p> <p>i) TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.</p>

		<ul style="list-style-type: none"> ii) Losses or Damages suffered by STC for delay in movement beyond schedule given. iii) Value of loss towards handling losses / shortages etc. suffered by STC. iv) Amount due from the Agency, on any other account under this contract or any other contract. v) Loss or damage to property of vessel / port or godown, on account of negligent working of labourers of Agency. vi) Bills received after 90 days of the execution of the job shall not be entertained by STC unless satisfactory explanation is given by the Agency for the delay.
7.	Schedule of payment	<ul style="list-style-type: none"> a) 70% of the amount shall be released to the agency on completion of transportation at the designated port / loading on vessel and submission of Bills. b) Balance 20% of the amount would be released after receipt of Bill of Lading and other shipping documents. c) Balance 10% within 10 days after sailing of the vessel on completion of all documents. d) EMD will be adjusted on satisfactory completion of services.
8.	Claims	<ul style="list-style-type: none"> a) Agency will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of STC. All claims will be lodged promptly and within the prescribed time limit with customs, carriers, vessel agents and shipping lines, insurers, port trust, Municipal Authorities etc. (with a copy to STC) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract. The Agency is required to incorporate the following clause in all refund claim applications/claims filed by them on behalf of STC with Customs, Port Trust, Carriers/Vessel Agent, Insurance, Municipal etc. and any refund arising out of this claim is payable to STC. b) No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by STC. However, if the Agency wants to lodge any claim arising out of this Tender/Contract it will be required to submit the same to STC of India Ltd within a period of 90 days from the date of dispatch of the entire cargo earmarked for each shipment. STC shall not entertain any claim on any account from the Agency after expiry of above period of 90 days.
9.	Rights of STC	<ul style="list-style-type: none"> a) STC reserves the right to appoint one or more Security Agencies within the same territory. b) In the event of Agency not observing any of the terms and conditions, STC has right to terminate the Award and to make alternative arrangements and also recover from the Agency all consequential losses suffered by STC. c) Cargo Handling Agent will have to quote necessarily for all lots but it would be STC's discretion to allocate one / more / all the lots depending

		<p>upon response of Bidders and performance of the Contract.</p> <p>d) STC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.</p> <p>e) STC has right to inspect the Cargo under the custody of the Agency at any time and verify relevant records/documents.</p>
10.	Assignment or sub-letting of contract	The Agency shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of STC. For any subcontract entered into by the Agency with the consent of the STC the Agency shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.
11.	Handling loss/ a) shortage	<p>The gross quantity of the Cargo loaded from godowns / any other Government agency on 100% weightment basis i.e. LR quantity shall be the quantity to be considered for accounting. The difference between LR quantity and B/L quantity shall be handling loss. Agency shall assume the full responsibility for loss.</p> <p>b) STC will have a right to recover the loss from the bills of the Agency as per the rates ascertained by STC.</p>
12.	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 New Delhi. The appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall govern this Contract.
13.	Force majeure	<p>i. During continuance of the Contract, the 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, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.</p> <p>ii. If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then STC shall be excused from the obligations to that extent and STC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.</p> <p>iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any</p>

		<p>claims/damages.</p> <p>iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.</p>
14.	Indemnity The Bidder shall keep	<p>STC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out / or in connection with this Tender.</p> <p>Without prejudice to any other provisions in this Contract, the Agency shall be bound to keep ‘STC of India Ltd’ or any representative or employee of STC and its properties and assets fully indemnified at all times notwithstanding the expiry of the contract against any action, claim or proceedings for any reason whatsoever or under any applicable provision of law, rules, regulations, bye-laws, notifications, direction or order enforceable by law for anything done or omitted to be done by the Agency in contravention of such provisions etc., for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if as a result of any such action, claim or proceedings the Agency or such representative of STC as the case may be, is adjudged to be liable to penalties or to pay any compensation, the same shall be the liability of the Agency and, if STC is required for any reason to take-over the liability, STC shall deduct all such amount arising out of such liabilities from the Security Deposit / Performance Guarantee lying with STC under this contract or any other contract/agreement without prejudice to any other right/remedies available with STC in law or otherwise.</p>
15.	Amendment Any	<p>alternatives / amendments, changes, modifications, addition/deletion to this tender shall be valid only when both the parties to said tender mutually agree in writing and sign the amendment(s).</p>
16.	Notices	<p>Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or mailed to the said party by registered post at the address set forth in the preamble to the tender contained herein unless and until another address shall have been specified in writing by either of the parties to the tender.</p>
17.	Validity	<p>a) This Bid shall be valid for a period of 180 days commencing from the date of its execution/signing by the parties. However, the Bid may be extended by mutual consent of the parties.</p> <p>b) STC reserves the right to extend this Bid for further period of 3 (three) months on existing terms & conditions on its sole discretion.</p> <p>c) STC may terminate the Bid / Offer at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which STC’s opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, STC shall in its sole discretion will be entitled to terminate</p>

		<p>the Bid awarded to the Agency hereunder at their risk, cost and consequences and without involving STC in any liability in that regard. In such an event, STC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to STC the loss, damages and costs and expenses which STC may have to suffer or bear as a result of its having to make such arrangements</p> <p>d) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by STC shall prevail and shall be final and binding on the Agency.</p> <p>e) In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.</p>
18	GENERAL CLAUSE	<p>a) The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities. STC shall not bear any expenses on account of STD/Trunk Call, Fax, e.mail or telegram/courier sent to STC Office(s).</p> <p>b) The Agency shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.</p> <p>c) Throughout this tender period, Agency shall undertake and perform all operations to the satisfaction of STC.</p> <p>d) It is expressly understood and agreed by and between STC and Agency that STC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that STC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.</p>
19.	DIS- CLOSURES:	<p>The associate hereby agrees that in case he commits a default in the payment or repayment of any amount due against them, STC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The associate hereby also</p>

		authorizes STC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments etc.
20.	CONFIDENTIALITY	<p>This Agreement, its provisions and existence as well as any Commercial Data including Price or Technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable Law or Authorized in writing by the other party.</p> <p>All such information shall be used by the other party only for the purpose of performance of this Agreement.</p> <p>The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this Agreement.</p> <p>This provision, as far as practicable, shall apply to all the concerned officials of either party. This clause shall survive upon termination of this Agreement.</p>

(SIGNATURES OF BIDDER)
NAME OF BIDDER

NAME & ADDRESS OF AUTHROISED REPRESENTATIVE WITH COMPANY SEAL

PLACE :

DATE :