



THE STATE TRADING CORPORATION OF INDIA LTD.,
Jawahar Vyapar Bhawan,
Tolstoy Marg, Janpath,
New Delhi, 110001
Phone : +91-11-23313177
+91-11-23701039

THROUGH E-PROCUREMENT

TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING, TRANSPORTING, FORWARDING AND STEVEDORING JOBS FOR EXPORT OF FCI RICE ON CIF EGYPTIAN PORT BASIS EX-KAKINADA SEA PORT.

TENDER NO. & DATE : STC/RICE/EXP/CHA/01/2016-17 DATED 29.06.2016

CLOSING DATE & TIME : AT 1100 HRS. ON
07.07.2016

OPENING DATE & TIME: AT 11:30 HRS. ON
07.07.2016

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

The State Trading Corporation of India Limited (STC) is a Government of India Undertaking under administrative control of Ministry of Commerce & Industry is engaged in export and import of commodities for last few decades. STC intends to export 20,000 tons of Indian Parboiled Rice to Egypt from Food Corporation of India (FCI)'s stocks from Kakinada seaports. Accordingly, bids are invited for appointment of CHAs holding valid Customs House Agent's License and Stevedoring License from Kakinada Seaports Authorities for cargo handling and stevedoring jobs for export of FCI rice in bags on CIF Egyptian Port basis. STC intends to handle a quantity of about 20,000 MT of rice, however no minimum guarantee for quantity to be handled will be given by STC. STC reserves the right to increase or decrease the quantity at its sole discretion. The details of scope of work and terms and conditions for undertaking clearing, handling, forwarding, stevedoring, transporting jobs are as follows.

SCOPE OF WORK AND RESPONSIBILITIES:

1. (a) lifting of bagged rice stocks from FCI godown in and around Kakinada Seaports area to the Transit Shed/covered godown inside the Port premises.
(b) Arranging for intermediate covered godown of capacity of about 5000 MT's space inside the Kakinada Seaports premises at its own cost.
(c) Stuffing of rice in Containers at the covered godown/Container Yard/Transit Shed/ at the Kakinada Seaports premises.
2. Engagement of sufficient labourers for operations like, transportation of rice stock from FCI Godowns, Loading/unloading of rice in bags from Trucks, and stuffing the rice into the Container inside the Kakinada Seaports Premises.
3. Prior to stuffing of rice, CHA shall ensure cleanliness inside the container and three sides of each container be provided with Kraft paper with five (5) kg of silica gel in each container.
4. Engagement of sufficient trucks for movement of cargo from FCI Godowns to Kakinada Seaports Premises. The Weighment of the cargo has been taken on the basis of weighment already done at the time of unloading the cargo from the trucks.
5. During transportation, stocks to be properly covered with plastics /tarpaulin sheet to avoid damage/losses/contamination of cargo.
6. Filing of Shipping bills with Custom and completion of other Port/Customs formalities before and after loading into the vessels, payment of fees/charges etc. on behalf of STC. After getting custom's permission for stocking of containers, CHA shall call for empty containers at the warehouse. After completion of stuffing CHA shall arrange sealing by customs and endorse the container numbers and sale numbers details on the Shipping Bill duly signed and stamped by authorized Officer.

CHA shall co-ordinate the entire work of transportation of empty containers from to Ware house and return transportation of laden container back to Container Terminal and Customs / Port / Terminal, Shipping Line documentation related to the movement. Transportation of empty container from Container Terminal to Ware house. Transportation for return trip of laden container from warehouse to Container Terminal. Co-ordination and documentation with Shipping Line for allotment of empty containers and movement of laden containers into Container Terminal. Documentation and co-ordination for getting Customs clearance at Port and Container Terminal for entry of sealed containers inside Port and Terminal.

7. CHA shall undertake on Board supervision during loading of Containers into the Vessel.
8. CHA to report lifting and movement position of Containers from Container Yard inside the Port Premises and position of loading into the Vessel to STC Hyderabad Office and STC, New Delhi Office on daily basis.
9. CHA has to make all necessary arrangements of equipments such as crane, grabs etc. at its own cost for loading/unloading of export cargo.
10. CHA's role also includes the following:

- a) To arrange all necessary documents before and after completion of loading, including obtaining Bill of Lading, Phytosanitary Certificate, Certificate of Origin, Survey Certificate, Fumigation Certificate etc. & preparation of required shipping documents as per Export Contract/LC and documents to be couriered within 2-3 working days to designated office of STC. In case of delay in the dispatch of shipping documents, CHA shall bear the interest loss due to delay in negotiation/realization of export proceeds.
- b) Tallying the goods at Kakinada Seaports premises.
- c) Making security arrangements at Container Yards at Kakinada Seaports premises.
- e) Ensuring cleanliness at Container Yards in all respects for receipt and storage of cargo and to ensure that there is no deterioration in quality of cargo.
- f) Covering rice cargo with tarpaulins as required.
- g) Taking all reasonable care to ensure that STC's cargo is safe at all stages.
- h) If for any reason, the cargo gets damaged after lifting from FCI Godowns because of improper storage and handling, the total loss shall be payable to STC by CHA as per the rate decided by STC.
- i) CHA shall take all reasonable care to safeguard the material and in case of any damage, immediately inform the Insurance Company, STC, stevedores, agents etc.

(B) ELIGIBILITY CRITERIA FOR KAKINADA SEAPORTS .

- a) CHA to provide valid Custom House Agent's License and Stevedoring License held in their name from Kakinada Seaports Authorities for custom clearance, cargo handling and stevedoring.
- b) CHA should arrange (at their cost) covered intermediate godown space in good condition in all aspects for handling minimum 5,000 MTs of Rice within Kakinada Seaports premises.
- c) CHA to ensure stuffing of between 50 – 80 containers per day.

(C) CONSOLIDATED CHARGES:

1. CHA shall be required to quote all inclusive consolidated charges on per MT (metric tonne) basis for above referred jobs and functions and no extra charges of whatsoever nature under any circumstances shall be payable by STC. The payment shall be released to CHA vessel-wise only after completion of jobs assigned.
2. Any amendment/changes required in the documents, shall be carried out by CHA immediately. CHA shall be held fully responsible for any loss to STC on account of discrepancy in documents.
3. Consolidated charges shall be payable by STC on B/L quantity only and CHA's Bills to be raised on said basis only.
4. Any Statutory Tax levied by the Central/State Government during the currency of the Agreement shall be the sole responsibility of the CHA.

1. (D) TERMS & CONDITIONS:

2. The rates quoted by CHA shall be all inclusive for the scope of work and no other charges of whatsoever nature shall be payable.
3. The rates agreed with CHA shall be in force during the pendency of the agreement. There shall be no escalation in rates agreed to for whatsoever reason.
4. CHA shall arrange for inspection of vessel by the surveyor and supervise and co-ordinate fumigation of the containers before loading the same into the vessel. They shall also obtain a certificate to this effect to the satisfaction of STC.
5. All losses including demurrage, detention resulting in delayed container loading would be to the account of CHA.
6. CHA shall make necessary liaison arrangements with appropriate authorities for speedy berthing/loading of the cargo. CHA shall also co-ordinate with surveyor for inspection of vessel for cleanliness.
7. CHA shall be responsible and accountable for security and safe custody of the cargo, weight and quality of the cargo received and loaded into the vessel.
8. CHA shall be responsible and accountable for weight and quality of rice cargo received from FCI Godown.
9. CHA shall not hypothecate or mortgage or create any lien/charges whatsoever on the goods received by them on behalf of STC under any circumstances. The CHA shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim also.
10. For all cargo received by CHA from FCI Godowns, CHA shall furnish immediately a Trust Deed and an Undertaking in STC's prescribed Proforma on Rs. 100/- Non-Judicial Stamp Paper.
11. CHA shall not refuse to proceed with the shipment as per terms and conditions or go slow in attending to the work or stop the shipment midway, on account of any reason whatsoever.
12. In case of demurrage/detention charges due to non-achievement of the guaranteed rate of stuffing of containers, the same shall be to the account of CHA.
13. CHA shall be responsible for certifying the Facts given in the Time Sheet/SOF prepared by Ship Owner or their agents and sign the same in proof of correctness which shall form the basis of demurrage/dispatch settlement between STC and the foreign Buyer. CHA to submit the copy of SOF before signing to STC.
14. CHA shall be responsible for arranging all Certificates/Documents required for both Quality, Weight etc. from various agencies viz. Surveyor, Government bodies, Port Authorities etc. as prescribed in respect of Export Contract and/or Letter of Credit so as to enable STC to present concerned documents to its Banker for negotiation without delay within stipulated time. These documents and all other shipping documents, including B/L etc. shall be sent by CHA to STC, New Delhi within two days from completion of loading of vessel.
15. CHA shall make arrangements to bring back from the wharf to its Godowns the goods left over due to any reason.
16. CHA shall comply with whatsoever provisions of Workmen Compensation Act, payment of Wages Act, Contract Labour Act and all such enactments related/applicable to all the staff and workers employed by him during the

operation of lifting of goods from FCI Godown/Port Transit Shed/intermediate Port Godown upto on board loading into the vessel.

17. CHA shall indemnify STC against all third party claims arising out of operations performed by him.
18. CHA shall be required to submit daily stock statement to STC Hyderabad and New Delhi Office. In addition to this, stock statements on every fortnight basis giving analysis of stocks from the date of receipt etc. to enable STC to complete various formalities in the matter.
19. CHA shall be required to submit copies of all relevant supporting documents along with Tender including copies of Income Tax Return filed and Audited Balance Sheet of the company for the last three years for information, record and verification by STC.
20. CHA shall also submit a self certificate/undertaking issued by the owner/proprietor of the Company certifying that they have not been debarred/blacklisted by Kakinada Seaports Authority/ Customs/Govt. of India.
21. CHA shall not sub-contract, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly without the prior written permission of STC. For any sub- contract entered into by CHA with the consent of STC, CHA shall continue to be entirely and solely responsible for execution of the contract by such sub-contractor.
22. Appointment of CHA on the above terms shall be for a period of one year from the date of Award of Job. However, STC at its sole discretion reserves its right to terminate the same at any time without assigning any reason thereof.

(E) MAINTENANCE OF RECORDS & SUBMISSION OF REPORT:

1. The CHA shall maintain proper upto date record of goods received, shipped vessel wise and submit the same to STC as and when demanded. The CHA shall submit daily/weekly/monthly stock statements to STC from time to time, in respect of rice stocks lifted from FCI Godown/Port Transit Sheds/intermediate Port Godowns.
2. The CHA shall provide all necessary details/documents to STC/Surveyors/Underwriters as and when demanded.

(F) EMD:

Bidders shall be required to submit interest free EMD of Rs. 10.00 Lakhs (Rupees Ten Lakhs) by way of Demand Draft payable to STC of India Ltd., New Delhi. The original EMD of Rs. 10.00 Lakhs has to be submitted by post/ by hand prior to opening of bids on 07.07.2016 at 1100 Hrs. IST and received by State Trading Corporation of India Limited, New Delhi. The EMD will be addressed to Deputy General Manager, JK Patel in 6th Floor, STC of India Limited, New Delhi, 110001.

(G) PERFORMANCE BANK GAURANTEEE

Successful bidders shall be required to furnish Performance Bank Guarantee in the format to be provided by STC for an amount of Rs.1.00 Crore (Rupees One Crore) from a Scheduled Bank in favour of The State Trading Corporation of India Ltd.,

New Delhi, valid for one year from the date of award within five working days from any scheduled bank.

(H) OTHER CONDITIONS/ PREVIOUS CORRESPONDENCE :

1. After accepting these Terms/Agreement, except any previous communication being expressly made a part of these Terms/Agreement, all previous negotiations and correspondences relating to the Terms/Agreement shall become null and void. Any alterations/amendments, supplements to this contract, shall be valid only in writing and signed by the Authorized Representatives of the parties concerned. All advices, statements and claims connected with the execution of these Terms/Contract or arising out of it, shall be addressed by the parties to each other directly to the address indicated in these Terms/Agreement. Neither party shall have the right to assign its right or obligations arising out of this Terms/Agreement or in connection to any third party without the prior written consent of the other party.
2. Bidder to certify as per certificate as annexure-III that the offer is in complete conformity with the tender terms and conditions without any deviations, whatsoever. Quotations with deviations are liable to be rejected.
3. STC reserves the rights to reject or accept any bid received against tender or cancel the tender in totality without assigning any reason.
4. STC reserves the rights to call for any additional information/documents from any party.
5. Applications of CHA that has been blacklisted by Kakinada Seaports Authority/ Customs/Govt. of India shall be rejected.
6. CHA shall ensure compliance of all the Central/State Government regulations, conventions, policies, guidelines, orders etc. in force related to any or all of the above activities.
7. The appointment of CHA shall be valid for one (1) year as per terms & conditions and same can be extended for further period at the sole discretion of STC on successful performance of the CHA.
8. CHA to abide by all statutory acts or provisions incidental to the operations announced from time to time by central/state/local authorities.
9. In the event of delay/default in performance of the Contract to be signed between STC and CHA, STC will be at liberty to terminate the contract after giving notice of ten days. In the event of termination of Contract signed between STC and CHA, parties agree that all the stocks in possession of CHA will be made over to authorized representative of STC within a period of seven days thereafter.

(I) DOCUMENTS TO BE SUBMITTED WITH TENDER

1. The photocopy of valid Custom House Agent's License and Stevedoring License held in its name for custom clearance, cargo handling and stevedoring
2. Company Profile quoting past experience and proficiency in the similar field of bulk handling/container handling of food grains and agro commodities etc. along with names of principals/clients served during the last 3 years.

3. EMD of Rs. Rs. 10.00 Lakhs (Rupees Ten Lakhs) by way of demand draft payable to STC of India Ltd., New Delhi.
4. Copies of Income tax Return filed.
5. Self Certificate/Undertaking issued by the Chairman/Proprietor of the Company certifying that they have not been debarred/ blacklisted by Kakinada Seaports Authority/ Customs/Govt. of India on the date of submission of offer.
6. Bidders details as per Annexure-I.
7. Certificate as per Annexure-III

Notwithstanding above, the successful bidder has to submit Memorandum and Article of Association and audited balance sheet for the last 3 years.

(J) OTHER TERMS AND CONDITIONS:

1. This tender is subject to Rules/Regulations/instructions issued by Govt. of India with regard to export of rice from India from time to time.
2. STC reserves the right to reject and/or accept all or any offer including the lowest offer without assigning any reasons.
3. The tender is liable to be cancelled at any time at the sole discretion of STC without any compensation to the bidder.
4. STC reserves the right to cancel the enquiry/Tender without assigning any reason. Bid received by fax/e-Mail shall not be entertained.
5. The successful bidder is required to enter in to a Contract with STC separately for this purpose.
6. If at a later date it is found that any bidder/CHA had given incorrect and/or misleading information, STC shall take suitable action including cancellation of bid/Contract, invocation of PBG, etc.
7. If the value of the contract exceeds Rs. 5 Crores, an Integrity Pact is to be signed between the STC and the successful bidder as per the STC standard format.
8. STC reserves the right to call for any document from the bidders as and when required.

SUBMISSION OF OFFER & VALIDITY

The interested Bidders may download tender documents from websites i.e www.stclimited.co.in & www.tenders.gov.in or obtain copy of the same from Deputy General Manager, AC Division, The State Trading Corporation of India Limited, 6th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi, 110001.

MODE OF SUBMISSION OF OFFER/BID:

The offer should be submitted via E-Procurement Portal only. The bidder to submit the bid according to the format specified in Annexure II of this Tender document. All other documents including EMD as mentioned at Clause (I) to be submitted in physical form before opening of the tender i.e. on 07th July, 2016 (1100 Hrs IST).

The last date of submission of tender is 07.07.2016 (Thursday) up to 11.00 Hrs (IST). The bids are to be submitted via E-procurement.

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

The tender shall be opened at 11:30 hours IST on 07.07.2016 (Thursday) in STC New Delhi Office through e-procurement portal.

The offers must be kept valid for acceptance by STC upto 15.07.2016, 1700 hours IST

ANNEXURE-I

TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING, TRANSPORTING, FORWARDING AND STEVEDORING JOBS FOR EXPORT OF FCI RICE ON CIF EGYPTIAN PORT BASIS BASIS.

TENDER NO.STC/RICE/EXP/CHA/01/2016-17DATED 29.06.2016

DETAILS OF THE TENDERER AND EMD

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

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

Signature: _____
Name: _____
Designation: _____
Seal of Firm/Company: _____

Place: _____
Date: _____

ANNEXURE-II

PRICE BIDTENDER NO.TENDER NO. STC/RICE/EXP/CHA/01/2016-17
DATED 29.06.2016FOR KAKINADA SEAPORTS.

TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING, TRANSPORTING, FORWARDING AND STEVEDORING JOBS FOR EXPORT OF FCI RICE ON CIF EGYPTIAN PORT BASIS.

SL. NO.	SCOPE OF WORK/JOBS AND FUNCTIONS	ALL INCLUSIVE CONSOLIDATED CHARGES IN Rs. PMT for transportation of rice stocks from FCI Godown, stuffing the same and loading into the vessel at Kakinada Seaports.
1.	As per detailed terms, conditions, jobs & functions etc. mentioned in above tender documents, duly accepted by Bidder.	
3.	Details of Earnest Money Deposit (EMD) , amount in Rs. & in figure, Demand Draft No. & Date	

Signature: _____
Name: _____
Designation: _____
Seal of Firm/Company: _____

Place: _____ Date: _____

ANNEXURE-III

TENDER NO.STC/RICE/EXP/CHA/01/2016-17DATED 29.06.2016FOR
KAKINADA SEAPORTS.

CERTIFICATE

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

Signature of the Bidder_____

Full Name of Authorized -
Representative_____

Designation_____

Company Seal_____

Place_____

Date_____