

THE STATE TRADING CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001
Phone: 011-23701083/23462484 Fax: 011-23701123/23701191

TENDER FOR SALE OF PLEDGED LAM COKE AND CHROME ORE LUMPS

Tender Ref. No. STC/HD/BAL/2/2015-16 Dated 17.04.2015

Closing of the Tender: 1100 Hrs on 19.05.2015

Opening of the Bids: 1200 Hrs on 19.05.2015

I. INVITATION FOR BIDS:

The STC of India Ltd., New Delhi invites sealed offers in two parts bidding system from interested buyers for sale of following material on AS IS WHERE IS AND EX-GODOWN BASIS:

S.No.	Name of Item	Qty .in Mts.(Approx.)	Location
1.)	LAM COKE	19,232.34 MTs	CWC Godown, M/s. Balasore Alloys Limited (BAL), Balgopalpur, Balasore, Odisha
2.)	CHROME ORE LUMPS	4,634.09 MTs	

Notes:

1. STC is selling this material as a Pledgee.
2. The bid/offer should be for entire quantity of a particular item as per Annexures (II & III). Any quote for partial quantity of a particular item will be summarily rejected.
3. Tender participants are advised to visit the warehouse to pre-inspect the cargo, until the closure of tender and quote their rates based on their assessment on as is where is and Ex-Godown basis.
4. All charges including labour charges for lifting of stocks at godowns are to the account of buyer.
5. For pre inspection of the cargo, and for inspection of relevant photo copies of documents including documents like Invoice, Quality/Inspection Certificate etc. the interested parties may contact the following officials during office hours from 1000 hours to 1700 hours:

Contact Person	Working at	Mobile no./Office No.
Sh. Lawrence Kullu,DM	STC New Delhi	09868155526
Shri Somesh Banik, JGM	STC, Kolkata	09903049381
Sh. Nikunj Pansari	BAL	09831512369
Sh. J.K.Sen	CWC	06782257309

II. INSTRUCTIONS TO THE BIDDERS:

- A. Each page of tender document must be duly signed by the bidder, as a token of their acceptance of the terms and conditions of this tender. Bidder(s) bidding for only one item should leave the Annexure corresponding to the other item (For which bidder is not bidding) blank cancelled but bidder(s) must duly sign the page.
- B. Offer(s) incomplete or deficient, received late and/or not accompanied with valid EMD shall not be accepted.
- C. STC reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
- D. STC reserves the right to forfeit the EMD of successful bidder, in case the successful bidder fails to fulfill any term(s) and condition(s) of the contract/tender.

III. TERMS AND CONDITIONS:

- 1. The stocks as mentioned above are available for sale on "**AS IS WHERE IS AND EX-GODOWN BASIS**". Material can be inspected visually at the site. No samples are allowed to be drawn.
- 2. The offers should be made by each tenderer for entire quantity as per Annexure II & III.
- 3. The bidder has to make its own arrangement for packing/transporting of the cargo to take delivery.
- 4. Price to be quoted in **Annexure II & Annexure III separately for the entire quantity of a particular item**. The bidder(s) may bid for entire quantity of LAM COKE and/or the entire Quantity of CHROME ORE LUMPS **separately**. Commodity-wise evaluation will be done.
- 5. Bid must remain valid for a period of **180 days** from the date of closing of tender.
- 6. Bid should be accompanied with an EMD as follows:

S.No.	Item	EMD Amount(INR)	USD
1.)	LAM COKE	2,00,00,000	335,000
2.)	CHROME ORE LUMPS	30,00,000	50,000

EMD

The EMD can be paid through Demand Draft / Banker's Cheque in favour of "The State Trading Corporation of India Ltd." Payable at New Delhi. **Bidder(s) bidding for both the items shall have to submit separate EMD for each item;**

- i) Bids without requisite EMD or insufficient EMD shall be summarily rejected;
 - ii) The EMD shall not bear any interest;
 - iii) The EMD of all the bidders will be returned promptly but not until the award of contract is finalized.
7. The offer complete in all respect along with EMD in sealed envelope should be addressed to Mr. Lawrence Kullu, Dy. Manager, The S.T.C. of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 and dropped in the tender box kept at the Ground Floor at the above address.
8. The offer shall be Item-Wise i.e. LAM COKE, CHROME ORE LUMPS and evaluation of the tender i.e. H1 will be arrived at by highest quote for each item **separately**.
9. EMD amount will be refunded to the successful bidder only after the entire awarded quantity is lifted by the tenderer and there are no dues against the tenderer in respect of this particular tender.
10. Once the bid is submitted, it will be deemed that the bidder has satisfied himself/herself with the terms and conditions of the tender and will abide by the same. The bid once given shall not be allowed to be withdrawn.
11. Weight of material certified by the independent surveyors appointed by STC on weighbridge approved by STC or nominated by STC, after taking net and gross weights of the lorries/trucks shall be delivered weight, which shall be final and binding on the buyer and which shall be the basis of issue of sale invoice at the rate accepted in the tender. This weighment shall mandatorily be done in the presence of STC's appointed surveyor. The weighment charges shall be to the buyer's account.
12. The above stock is lying at CWC, Balasore Alloys Limited, Balgopalpur, Balasore, Odisha and will be sold on the weighbridge approved by STC or nominated by STC in the manner mentioned in clause 11 above.
13. Any deterioration in quality/shortage in transit after delivery i.e. after leaving the warehouse/godown, shall be the sole responsibility of the buyer and STC shall not be liable for any loss/consequential claim, action and/or damages of whatever nature under any Act/Rules/Regulations or otherwise.
14. The successful tenderer will indemnify STC for any liability arising out of the consequential claim/action and/or damages if any of whatever nature under any act or rules/regulations or otherwise.
15. The successful tenderer will be required to make payment by Bank Draft/Pay Order/through RTGS for full sale value of the quantity awarded plus applicable statutory levies like sales tax, local levies, cess, etc if any, to STC **within 5 working days from the date of acceptance of letter of award.**

16. STC will issue Delivery Order after receipt of full payment as per clause 15 above.
17. The successful tenderer will be required to lift the entire quantity of the item bid for, **within 90 days after the date of issue of delivery order**. However, STC has the right to increase the delivery period.
18. Time is essence of the contract, and in case of default by successful tenderer in making the payment and/or taking delivery within the prescribed period, as mentioned above, the EMD deposited by him/her with STC, shall be forfeited without any further notice/intimation and STC will be free to dispose of the unlifted quantity, if any at his risk, cost, expenses/consequences. Since the quantities mentioned above are on approximate basis, the successful tenderer will also be required to lift excess quantity i.e over and above the quantity mentioned in **delivery order**, if any, at the same rate, terms and conditions.
19. STC reserves the right to accept or reject in full or in part any or all tenders at its absolute discretion without assigning any reason whatsoever.

IV PRICE:

Price to be quoted as per price bid format in **Annexure-II** and/or **Annexure – III** on “As is where is and ex-godown basis”. All Taxes/Levies/Cess/Duty i.e. all statutory levies shall be applicable at actual and shall be to the account of the buyer.

V SUBMISSION OF BIDS:

Prospective bidders may download the tender document from our website: www.stc.gov.in, www.eprocure.gov.in or www.tenders.gov.in and can also obtain a copy of same from Mr. Lawrence Kullu, Dy. Manager (Marketing) (Ph.011-23462484), 6th Floor Annexe, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 during office hours on any working day till one day prior to the opening of tender.

All bidders are required to submit their lot-wise 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 I,II, & III 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 single envelope and sealed. This envelope should also be super scribed with the Tender No., Name & address of Bidder and the date of Tender Opening and shall be marked to Mr. Lawrence Kullu, Deputy Manager (Marketing). The State Trading Corporation of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001. 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.
 - b) Original EMD in form of Demand Draft/Banker’s Cheque for the value specified.
 - 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 II and/or Annexure III of Tender document. The Price Bid must be duly signed and stamped by the bidder.

Offer 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 1100 hrs on 19.05.2015 in the tender box kept at the Reception at Ground Floor of above address. Offers should be submitted in the Corporate Office (New Delhi) only. Offers received via e-mail, fax, etc. will not be considered and outrightly rejected. The bids shall be opened on the same day at Knowledge Centre, 4th Floor, STC’s Office 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	:	1100 hrs. (IST) on	19.05.2015
Tender Opening Time/Date	:		
i) (Techno-Commercial Bids)	:	1200 hrs. (IST) on	19.05.2015
ii) (Price Bid)	:	1600 hrs (IST) on	19.05.2015

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.**

VI. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bids, the terms and conditions of tender along with the any Corrigendum/Addendum, bid of successful bidder(s), Letter of Award, Delivery Orders and Invoices issued by STC shall constitute the contract between STC and the successful bidder(s).

VII. 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 the favour of “The State Trading Corporation of India Limited”, payable at New Delhi for entire stock, **within 5 working days from the acceptance of Letter of Award (LOA).**

VIII. SURVEYOR:

A surveyor shall be appointed by STC to monitor and supervise the delivery of goods to the successful bidder(s). Cost of surveyor will be to the account of STC up to the stipulated period.

IX. 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 period as has been mentioned under the tender, STC will be free to rescind the contract and take the following actions:

- a) STC without any further notice, shall have liberty to dispose of the leftover stocks at the risk, cost, consequences and expenses of the bidder, without giving any reasons/notice;
- b) EMD of the bidder shall be forfeited;
- c) The defaulter may be barred from participating in future tenders of STC;
- d) Any other actions as deemed fit shall be taken by STC.

X. CANCELLATION OF CONTRACT:

If the successful bidder 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 damages, risks, costs and consequences, etc. whatsoever, consequent upon such cancellation of the contract.

XI. 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 the STC/Successful Bidder from wholly or partially carrying out his 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.

XII. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will be applicable. The venue of the arbitration will be New Delhi only.

XIII: 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.

(Lawrence Kullu)
Dy. Manager
Off: 011-23462484

ANNEXURE I

Tender Ref. No. STC/HD/BAL/2/2015-16 dated 17.04.2015_ _

We have carefully gone through the terms and conditions of the Tender Document and here by agree to abide by the same for the fulfillment of the contract.

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 180 days from date of closing of tender.

Details of Earnest Money Deposit:

DD/BC No.	DATE	NAME OF BANK	Amount (INR)

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE :

ANNEXURE II

Tender Ref. No. STC/HD/BAL/2/2015-16 dated 17.04.2015 _

PRICE BID against Tender for the sale of pledged LAM Coke

NAME OF THE BIDDER:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

CONTACT PERSON:

Sl. No	Material	Approx. Quantity (in MTs)	Rate Offered (PMT) *	Total Amount
1.	LAM COKE	19,232.340 MTs		

- Rate is exclusive of any tax/levies/duties etc., and the same have to be paid by successful bidder separately.

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE:

ANNEXURE III

Tender Ref. No. STC/HD/BAL/2/2015-16 dated 17.04.2015__

PRICE BID against Tender for the sale of pledged Chrome Ore Lumps

NAME OF THE BIDDER:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

CONTACT PERSON:

Sl. No	Material	Approx. Quantity (in MTs)	Rate Offered(PMT) *	Total Amount
1.	CHROME ORE LUMPS	4,634.09 MTs		

- Rate is exclusive of any tax/levies/duties etc., and the same have to be paid by successful bidder separately.

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE: