

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

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001  
Phone: 011-23701083/23462162 Fax: 011-23701123/23701191

**TENDER FOR SALE OF PLEDGED COPPER**

**Tender Ref. No. STC/HD/JCL/2/2014-15 Dated\_06.08.2014 \_**

**Closing of the Tender: 1430 Hrs on 09.09.2014**

**Opening of the Bids: 1500 Hrs on 09.09.2014**

**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:

<b>Location</b>	<b>Name of Item</b>	<b>Qty .in Mts.(Approx.)</b>	<b>% of copper content</b>
CWC Godown, M/s. Jhagadia Copper Ltd., 747, GIDC Industrial Estate, P.O. Box No.14, P.O. Jhagadia- 393110 Distt. Bharuch (Gujarat)	Copper Blister	393.266 MTs	89.83 - 95
	Copper Matte	249.828 MTs	40
	Copper Scrap	59.240 MTs	94 - 96
	Copper Reverts	21630.703 MTs	30
	Copper Waste	1023.054 MTs	80
Total		23,356.091 MTs	

**Notes:**

1. STC is selling this material as a Pledgee. All sale invoices shall be raised by STC.
2. The approximate total quantity offered is 23,356.091 MTs.
3. The bid/offer should be for entire quantity. Any quote for partial quantity will be summarily rejected.
4. 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. No complaints/Claims on STC pertaining to quality/quantity of stocks etc. shall be entertained.
5. All charges including labour charges for lifting of stocks at godowns are to the account of buyer.
6. For pre inspection of the cargo, and for inspection of relevant original import documents including documents like Bill of Lading, Invoice, Assay Certificate etc. the interested parties may contact the following :

<b>Contact Person</b>	<b>Working at</b>	<b>Mobile no./Office No.</b>
Sh.B.P. Maurya	CWC	09726320981
Shri Ajay Lele	EMS Securtization Service Pvt.Ltd.	09821613978
Shri M.V. Suresh	ARCIL	022-66581300

## **II. ELIGIBILITY FOR THE PARTICIPANTS:**

Bidders having relevant valid licences are eligible to participate. The tenderers shall have to furnish to STC the attested photocopy of their license along with the offer.

### **II (a). 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.
- B. Offer(s) incomplete or deficient, received late and/or not accompanied with valid EMD shall not be accepted.
- C. STC has 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.

## **III. TERMS AND CONDITIONS:**

1. The stocks as mentioned above are available for sale on "**AS IS WHERE IS AND EX-GODOWN BASIS**" basis. No samples are allowed to be drawn. However, material can be inspected visually at the site.
2. The offers should be made by each tenderer for entire quantity.
3. The bidder has to make its own arrangement for packing/transporting the cargo to take delivery.
4. Price to be quoted in **Annexure II**.
5. Bid must remain valid for a period of **90 days** from the date of closing of tender i.e bid should be valid till 1730 Hrs. on 08.12.14.
6. Bid should be accompanied with an EMD of **INR. 7.5 Crore** (Indian Rupees Seven Crore fifty lac only) or USD1,250,000 (US\$ One Million Twenty Five Thousand Dollars Only) through Demand Draft / Banker's Cheque/ RTGS in favour of "The

State Trading Corporation of India Ltd.” Payable at New Delhi. EMD of the unsuccessful bidder(s) shall be returned within 15 days from the date of award of the tender to the successful bidder. EMD deposited with STC will not be entitled for any interest.

- 7.** The offer complete in all respects along with EMD in sealed envelope should be addressed to Ms. Sushma Sachdev, 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 lot-wise i.e. Blister, Matte, Scrap etc, but evaluation of the tender i.e. H1 will be arrived at by highest overall quote of all lots.
- 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 approved weighbridge of 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 buyer’s account.
- 12.** The above stock is lying at CWC, JCL Plant and will be sold on approved weighbridge of 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 godown, shall be the sole responsibility of the buyers and STC shall not be liable for any 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 for full sale value of the quantity awarded plus applicable sales tax, local levies, cesses, etc if any, to STC within 5 working days after the date of acceptance of the tender by STC.
- 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 within 10 days after the date of issue of delivery order.
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. 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** on ex-warehouse “As is where is and ex-godown basis”. All Taxes/Levies/Cess/Duty i.e all statutory dues shall be applicable extra 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](http://www.stc.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) and can also obtain a copy of same from Ms. Sushma Sachdev, Dy. Manager (Marketing) (Ph.011-23313177 extn.2162) / Mr. Deepak Mukharjee, Asstt. Manager, ( 011-23313177 extn.2288) Cabin no. 628, 6<sup>th</sup> Floor, 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 and II 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 Ms. Sushma Sachdev, 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-Commerical 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/Pay Order/RTGS 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 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 1430 hrs on 09/09/2014 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, 4<sup>th</sup> 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 : 1430 hrs. (IST) on 09.09.2014  
Tender Opening Time/Date : 1500 hrs. (IST) on 09.09.2014  
(Techno-Commercial Bids)

Date of Price Bid opening shall be communicated to those who qualify in the Techno-Commercial Bid.

**Note:** Any further corrigendum/Addendum to the tender documents will be uploaded by STC only on websites: [www.stc.gov.in](http://www.stc.gov.in) , [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://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 alongwith the any amendment, 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 Delhi for entire stock, within 5 working days from the issue 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 risks, costs and consequences, 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) The material was imported by STC during the year 2008-09 for Jhagadia Copper Limited (JCL) as actual users under their Advance Licenses i.e., with certain custom duty concessions with casted export obligation on JCL. Special handling-licenses may be required for the imported goods as part of the material is hazardous (all documents available with JCL).
- (2) The material was sold on High Seas by STC to JCL on credit and the entire stocks stand pledged to STC.
- (3) Assets of JCL were taken over by M/s Assets Reconstruction Corporation (India) Ltd., (ARCIL) Mumbai in September 2009 but the stocks continue to be pledged to STC.
- (4) ARCIL has ceded charge on the material and has no objections. Further, ARCIL has no objection in disposing of the material duly pledged to STC lying in the godown of Central Warehousing Corporation at JCL premises at 747, G.I.D.C. Industrial Estate, Post Box No.14, P.O. Jhagadia-393 110, Dist. Bharuch(Gujarat).
- (5) The material stock mainly contains copper reverts produced by JCL by converting the raw-material imported by STC. STC possesses certificates issued by JCL regarding the copper contents in respect of the entire quantity of copper reverts.
- (6) The photocopy of import documents like Bill of Lading, Invoice, Assay Certificates are available with STC. For any information please contact Ms. Sushma Sachdev, Dy.Manager (Marketing) (Ph.011-23462162)/ Mr. Deepak Mukherjee, Asstt. Manager (011-23462288) Cabin No.628, 6<sup>th</sup> Floor, Jawahar Vyapar Bhawan, Tolstoy Marg New Delhi – 110001.
- (7) It shall be the sole responsibility, cost and risk 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.
- (8) RTGS Details of STC are as follows:

NAME OF ACCOUNT: THE STATE TRADING CORPORATION OF INDIA LTD.  
ACCOUNT NO.: 200000550077 (INDUSIND BANK)  
IFSC CODE : INDB0000005  
SWIFT : INDBINBBNDH  
AD CODE : 6380006-2900009

(Sushma Sachdev)  
Dy. Manager  
Off: 011-23313177  
Ext.2162

**ANNEXURE I**

**Tender Ref. No. STC/HD/JCL/2/2014-15 Dated 06.08.2014**

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 hold valid license no:
  - a) ..... dated .....
  - b) ..... dated .....
  - c) ..... dated .....

...  
...

(Attested Copies of the relevant licences are enclosed)

2. We also undertake that the stock purchased by us under the above tender will be processed in our unit located at..... and sold in conformity with our license conditions.
3. We are not on any debarred/abeyance list of Government.
4. All Central or state, present or future taxes, duties, cesses, levies etc. as applicable will be extra on our account.
5. The offer is valid for your acceptance till 90 days from date of opening of tender.

Details of Earnest Money Deposit:

<b>DD/PO/ UTR No.</b>	<b>DATE</b>	<b>NAME OF BANK</b>	<b>Amount (INR)</b>

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE :



**ANNEXURE II**

**Tender Ref. No. STC/HD/JCL/2/2014-15 Dated 06.08.2014**

PRICE BID against Tender for the sale of pledged copper

NAME OF THE BIDDER:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

CONTACT PERSON:

Sl. No	Material	Approx. Quantity (in MTs)	Rate Offered(PMT)	Total Amount
1.	Copper Blister	393.266 MTs		
2.	Copper Matte	249.828 MTs		
3.	Copper Scrap	59.240 MTs		
4.	Copper Reverts	21630.703 MTs		
5.	Copper Waste	1023.054 MTs		
		<b>TOTAL AMOUNT</b>		

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE: