



**THE STATE TRADING CORPORATION OF INDIA LTD.  
Jawahar Vyapar Bhawan, Tolstoy Marg  
New Delhi-110 001**

**GLOBAL TENDER FOR EXPORT OF 93.733 MT  
“RED SANDERS”**

**TENDERNo. STC/CO/MKTG/RS/2016-17/01.**

**28/09/2016**

- **Pre Bid Conference** At 1400 Hrs. (IST) on 12/10/2016
- **Tender closing time/ date** At 1400 Hrs. (IST) on 18/10/2016
- **Tender Opening time/ Date  
(Techno-Commercial Bids)** At 1500 Hrs. (IST) on 18/10/2016
- **Tender Opening Time/Date  
(Price Bids of qualified Bidders)** At 1500 Hrs. (IST) on 20/10/2016

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 interested overseas buyers for export of **93.733 MTs** of Red Sanders logs in loose form of Indian origin lying at Sanjgaon and Speedy Multimode CFS, Maharashtra, on FOB, Mumbai port, India.

The stocks of Red Sanders are in the possession of Directorate of Revenue Intelligence (DRI), Govt. of India and are stored at Sanjgaon and Speedy Multimode CFS, (Maharashtra) India.

#### **A. QUALIFICATION CRITERIA FOR BIDDERS:**

STC hereby invites bids for export of Red Sanders from interested overseas Bidders or through their authorized representatives in India who fulfill the following eligibility criteria:-

##### **I. Technical:**

- i. The bidder should have 3 years experience in import & export.
- ii. Bidder should have valid membership certificate preferably from a local chamber of commerce or the local chamber must introduce the Bidder.
- iii. The Bidder should not be a entity blacklisted by any Indian govt. agency and they should not export back the red sanders into India and there is no deviation in the tender terms. (A declaration as per Annex II).

##### **II. Financial:**

- i) The bidder should have minimum turnover of US\$ 3 million during the last financial year and cumulative turnover of US\$ 5 million during the last 3 financial years.
- ii) The bidder should have registration with any Tax/Trade Licensing Authority in their country.
- iii) The Bidder should be financially sound (Bank Report or Solvency Certificate from their Banker, equivalent to US\$ 1 million to be enclosed).

In case of currency other than US\$, same will be converted in US\$ as per RBI Reference Rate on Tender Opening Date.

Note: Bidders to submit documents in support of I& II above.

**Technically successful Bidders in earlier tender of Red Sanders floated by STC and Bidders submitting copy of Letter of Award from MMTC/PEC are exempted to submit documents at I (i) & (ii) and II (i) (ii) & (iii) above.**

## B. LOCATIONS & QUANTITY:-

- i) **93.733 MT** Red Sanders stock logs are lying at CWC/ Customs warehouses at RFO, Sanjgaon and Speedy Multimode, CFS, Maharashtra (India) in loose form.
- ii) Shipment period: - **Latest by 31<sup>st</sup> December, 2016.**
- iii) Price: To be quoted on complete lot on as is where is basis in US\$, FOB, Mumbai port for each lot. Goods will be invoiced on B/L weight basis as per Inspection report.

Location and lot-wise stock position of Red Sanders is as under (also see **Annexure- D**):

S.No.	Place & Location of Red Sanders	Lot No.	Quantity MTs
01	RFO Sanjgaon, Mumbai	1	46.611
02		11	10.705
03	Speedy Multimode, Mumbai*	13	6.670
04		15	9.083
05		19	8.064
06		22	4.950
07		26	7.650
	TOTAL		<b>93.733</b>
<b>Note: Containers are not part of the goods being offered.</b>			

\*A complete Grading list showing length, width, Girth, weight, Grade etc. in respect of stock at Speedy Multimode is available for inspection for bidders, with Sh. S.L.Mahajan, Chief Manager, STC, 6<sup>th</sup> Floor, New Delhi. At the time of shipment, variation in weight on lower/ higher side will be entertained only for Sanjgaon lots.

## C. COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from STC website: [www.stclimited.co.in](http://www.stclimited.co.in) Or [www.eprocure.gov.in/www.tenders.gov.in](http://www.eprocure.gov.in/www.tenders.gov.in) from **28<sup>th</sup> September ,2016 to 18<sup>th</sup> Oct., 2016**. Participating bidders will be required to make a non-refundable payment of Rs.6,800/- (Rs.Six thousand eight hundred only) inclusive of 5% VAT, by Demand Draft or Pay Order in favour of "STC of India Ltd." Payable at New Delhi Or in US\$ 100 (US Dollars One hundred only) inclusive of 5% VAT, payable through SWIFT in STC's account at:

Beneficiary name : The STC of India Ltd  
Account No. : 200000550077.  
IFSC Code : INDB0000005.  
Name of Bank : Indusind Bank, Dr. GopaldassBhawan, 28, Barakhamba Road, New Delhi 110 001. (India)  
SWIFT Code : INDBINBBNDH.  
AD Code : 6380006 -2900009.

**D. PRE BID INSPECTION BY BIDDERS:-**

Only interested Bidders may inspect the goods prior to submission of their Bids from **04<sup>th</sup> October, 2016 and 05<sup>th</sup> October, 2016** between 1100 Hrs to 1700 Hrs. at their own expense with prior permission from Mr. Ravi Jadhav, Dy. General Manager (Marketing) (Tel.022-24919285, Mob.09820481070) STC of India Ltd.,3rd Floor, 'C' Wing, Trade World Centre, Kamla Mill, Senapati Bapat Marg, Lower Parel (West) Mumbai-400 013 INDIA. Phone : +91-22-24919656, 24954937 Fax:+91-22-22024877, 2024856, 22852411 E-mail : [mumbai@stclimited.co.in](mailto:mumbai@stclimited.co.in), [ravijadhav@stclimited.co.in](mailto:ravijadhav@stclimited.co.in) or Mr. Siddhartha Parmar (Tel.022-24981203 Mob.09167601230) Or sending a request in writing for satisfying themselves about the quality and quantity of each lot. The L/C will not allow appointment of any third-party certification for quality/ quantity as the goods are being sold on 'As is Where Is Basis" and the quality declared as per Grading Agency/ Forest Department certificate/ document will be final.

**E. PRE BID CONFERENCE:-**

A pre-bid conference will be held on **12<sup>th</sup> October, 2016 at 14.00 Hrs.** in STC's Corporate Office at New Delhi wherein the interested Bidders can seek clarification(s) on issues related to the tender. The interested bidders may attend the Pre Bid Conference after submitting the request letter addressed to Mr. S.L. Mahajan, Chief Manager along with receipt /proof of tender fee deposited by them.

**F. TERMS & CONDITIONS:-**

- i. STC reserves the right to ask bidders for furnishing additional documents/ details other than those specified in the tender, if deemed, necessary.
- ii. No joint venture / consortium bids will be acceptable and such bids shall be summarily rejected.
- iii. The Bidders shall undertake to abide by the statutory regulations/ conventions/ policies of Indian Government issued during the currency of the contract.
- iv. STC reserves the right to accept/ reject any or all of the bids against the tender without assigning any reason thereof.
- v. Irrespective of bidders opting out of tender with STC at any stage, tax collected at source and NBA charges being statutory levies, will not be refunded to bidders / buyers once paid to respective Authorities or become payable as per respective governing laws. The same shall be applicable in case of all statutory charges paid/ payable by STC.
- vi. The Exchange Rate loss at any stage or in any situation starting from bidding to final settlement with Bidders / Buyers shall be to the bidder's /buyer's Account.
- vii. Authorized representative/ agents of foreign buyers are allowed to submit only one bid on behalf of the bidder for a lot. Submission of multiple bids against any lot by the same agent shall be summarily rejected.
- viii. Incomplete and unsigned bids shall not be considered and shall be summarily rejected.
- ix. If any information furnished by the bidder is found to be incorrect/false, STC reserves the right to disqualify the bidder and terminate the contract at any stage of its execution.

- x. Bids must be submitted in English language only. In case any of the bid documents are not in English language, Bidders will also be required to submit certified translated copies alongwith the original bid at their own cost.
- xi. Buyers will co-ordinate with different concerned Govt. Authorities/ Departments for expeditious clearance of their applications for Export License.

**G. EARNEST MONEY DEPOSIT (EMD) :**

The bidder has to deposit EMD in cash through SWIFT/TT mode Or in the form of Bank Guarantee as per (**Annexure-III**) in “US Dollars” in favor of “The State Trading Corporation of India Limited, New Delhi, India” encashable at the counter of any bank in New Delhi, for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs, with validity period of at least 180 days from the date of submission of bids. EMD of the unsuccessful Bidders will be returned/ refunded after 10 working days from the date of Letter of Award to successful bidders. EMD will not bear any interest and will be refunded to the unsuccessful bidders strictly in the same Bank Account from which the EMD has been originally remitted to STC.

In case a Bidder is quoting for multiple lots, they will be required to deposit separate EMD for each lot for the total number of lots being quoted.

**H. PERFORMANCE BANK GUARANTEE (PBG):**

The successful bidder will be required to submit PBG as per the format **Annexure-IV** for 5% of the bid amount, encashable at the counter of any Bank in New Delhi valid for at least 180 days from the date of issue Or remit 5% cash payment towards the same through SWIFT/ TT mode, within **Seven (7)** working days from the date of issue of Letter of Award (LOA).

In case the successful bidder does not remit 5% value of PBG or not submit the equivalent PBG within the stipulated time, then the EMD submitted shall stand forfeited by STC.

**I. ADVANCE PAYMENT & NBA CHARGES:**

The successful Bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in STC’s Account Number given at Clause ‘C’ within **Seven(7) working days** of date of Letter of Award (LOA) which will also be treated as total Performance Guarantee (in addition to 5% PBG). As per the prevalent rules/ guidelines the 5% of the FOB value will have to be paid to National Bio-diversity Authority out of aforesaid 20% advance payment collected from successful Bidders to avoid cash outflow situations.

Note: Applications for registration, signing of Agreement with NBA and submission of voucher specimen (wood sample) discs of one inch thickness will be submitted by the Buyers to IWST, Bangalore at their own expense.

**J. TERMS OF PAYMENT:**

The successful Bidders shall have to make payment through Confirmed irrevocable, Letter of Credit (L/C) payable at Sight, covering 80% (with +/- 5% tolerance) value of awarded quantity of the goods on FOB Mumbai Port basis, to be established within Five (05) working days of STC raising demand after issuance of Export License by DGFT, through any first class International bank in favour of “The State Trading Corporation of India Ltd., New Delhi, India”, to be advised through IndusInd Bank, Dr. Gopaldas Bhawan, 28, Barakhamba Road , New Delhi 110001, negotiable at the counters of any Bank in India.

Successful Bidders who wish to make Cash payment towards 80% value of contract in lieu of payment by L/C, can deposit the funds within Five (05) working days of STC raising demand after issuance of Export License by DGFT, in STC’s Account with IndusInd Bank, details of which are given in Clause ‘C’. Bank charges, if any, will be to the account of bidders.

Failure by successful bidders to remit balance 80% payment alongwith applicable taxes within period stipulated as per Agreement will be liable to forfeiture of total Performance Guarantee.

**K. SUBMISSION OF BIDS & VALIDITY:**

The Bidders are required to submit complete bids in TWO BID SYSTEM i.e. in two separate sealed envelopes, one superscribed as “Techno- Commercial Bid” and the other as “Price Bid” alongwith Tender No., date, Name & Address of the Bidder strictly as per formats given in **Annexure V(A) and V(B)** respectively.

Both envelopes should thereafter be kept in a single third envelope, sealed and superscribed with Tender No., date, Name & address of the Bidder and submitted in the Tender Box kept at Ground Floor Reception in STC’s Corporate Office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110001 latest by **14:00 Hrs.** on **18.10.2016**. Bids sent by post/ Courier should be addressed to Mr. S.L. Mahajan, Chief Manager, S.T.C of India Ltd., 6<sup>th</sup> Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi. Offers over phone, fax or email will not be entertained. For any information/ clarification, Bidders may contact 011-2346 2418, Mob.9873926957 (S.L.Mahajan) & 011-2346 2088, Mob.8800625548 (Ashok Kumar) during office hours.

1. The envelope superscribed as “Techno Commercial Bid must contain following documents related to qualification and must not contain Price Bid :
  - a. Duly signed & stamped Techno-Commercial Bid as per **Annexure V(A)**.
  - b. Proof towards payment / receipt of Tender Cost.
  - c. BG or TT/ Swift Advice towards EMD of US\$ 5000 or US\$ 10,000 as the case may be for each lot of bid quantity (**Annexure - III) excluding Banking charges.**
  - d. Signed and stamped copy of complete tender document as a token of Acceptance.
  - e. Authority letter from Overseas Principals in favour of Authorized Representative.
  - f. Documents in support of last 3 years import export experience Or Certificate of

Auditors/ Chartered Accountants certifying turnover of import –exports of last 3 Financial Years.

- g. Bank Report Or Solvency certificate from Bidder’s Banker to the extent of US\$ 1 million to be furnished.
  - h. Bidder’s valid membership certificate or Letter of introduction from local Chamber of Commerce.
  - i. Copy of Tax registration Certificate/Trade license, issued by the Authority.
  - j. Declaration as per **Annexure–II**.
2. The “Price bid” sealed envelope must contain duly signed and stamped Price Bid showing prices strictly as per the Annexure-V-(B) of tender document.

Conditional offer or Offers with deviations are liable to be rejected at the sole discretion of STC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.

The techno commercial bids shall be opened on **18.10.2016** at 15:00 Hrs. in STC office, New Delhi in the presence of the bidders’ or their representatives desirous to be present. The time schedule of opening and closing of tender is as follows:

Tender Closing Time/Date	14:00 hrs. (IST) on 18.10.2016
Tender Opening Time/Date (Techno-Commercial Bids)	15:00 hrs. (IST) on 18.10.2016

The Price bids of only Techno-Commercially qualified bidders shall be opened at STC Office at New Delhi at **15:00 hrs. (IST) on 20.10.2016** in the presence of Bidders or their Authorized Representative.

**L. EVALUATION OF PRICE BIDS :**

- i) Price bids of only techno-commercially acceptable bidders meeting the pre-Qualification criteria shall be opened. The price Bids shall be checked for arithmetic correctness, if any, based on rate quoted by the Bidder in the Schedule of Rates.
- ii) If some discrepancies are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.

**M. AWARD OF BID:**

H1 bidder will be calculated for each lot. Each lot will be awarded to its corresponding H1 Bidder. Incase, the H1 bidder fails to submit PBG then the offer shall be given to H2 bidder to match and confirm H1’s price and if H2 bidder also



fails to submit PBG or rejects the offer, then the offer shall be given to H3 bidder at H1 bidder's price. This option, however, shall be restricted only up to H3 bidder.

The Bidder, whose bid is accepted by STC, shall be issued Letter of award (LOA) and the Bidder shall have to confirm acceptance within **Five (5)** working days by returning a signed copy of the LOA.

**N. VALIDITY OF BIDS:**

The bid should be valid for at least Six (6) months from the date of submission of bids. 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 may be extended for a further period on mutual consent.

**O. INSURANCE:**

The goods will be sold on FOB basis at Mumbai port, hence, insurance from Load port to discharge port will be to the account of the bidder.

**P. 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.

**Q. 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.

**R. JURISDICTION:**

The applicants hereto agree that the Courts and Tribunals at New Delhi 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.

**S. FORCE MAJEURE:**

- i) Seller shall not be liable 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 thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, 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 Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.



- 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.
- v) A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

**T. GENERAL TERM:**

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 agree, 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.

In case of cancellation of shipments / Agreements due to any reason whatsoever beyond control of STC or due to policy change by Government for export of Red Sanders, the funds deposited by bidders will not carry any interest and STC will not bear the exchange loss or any other pecuniary loss whatsoever which exclusively shall be to the account of Bidders, while returning the funds at any stage.

**U. 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.

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## **LIST OF ANNEXURES**

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| <b>5. ANNEXURE V (A)</b> | <b>Techno-Commercial Bid format</b>                                 |
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ANNEXURE –ILOT-WISE & GRADE-WISE DETAILS OF RED SANDERS

**NOTE:** The lots no.1 is lying in loose stacking form & lot no. 11 in container at Sanjgaon and Lot Nos. 13,15,19,22 & 26 at Speedy Multimode CFS in containers. A complete Grading list showing length, width, girth weight etc., in respect of stock at Speedy Multimode is available for inspection by Bidders with Mr. S.L.Mahajan, Chief Manager, 6<sup>th</sup> Floor, STC, New Delhi.

Lot No.	Identification of lot	Grade	No. of Logs	Grade wise weight approx. (MT)	Total Lot weight (MT)
1.	File No- DRI/MZU/C/INV- 13/2004-05	A	6	0.170	<b>46.61</b>
		B	128	3.910	
		C	401	11.081	
		N	1254	31.450	
11.	BAXU2631590	B	6	0.189	<b>10.705</b>
		C	402	10.516	
13.	FCIU2168740	B	11	0.296	<b>6.670</b>
		C	241	6.374	
15.	TCKU3656312	C	399	9.083	<b>9.083</b>
19.	TTNU2188852	B	4	0.154	<b>8.064</b>
		C	300	7.910	
22.	BAXU2602592	B	15	0.355	<b>4.950</b>
		C	204	4.595	
26.	BAXU5014653	A	14	0.464	<b>7.650</b>
		B	30	1.048	
		C	317	6.138	
<b>TOTAL</b>					<b>93.733</b>
<b>Note: Containers is not the part of goods being offered.</b>					

**TENDER NO. STC/CO/MKTG/RS/2016-17/01.**

**28/09/2016.**

**DECLARATION**

(To be attested by Local Chamber of Commerce Or  
Indian Embassy or Notary public on Company's letter head)

Declaration of \_\_\_\_\_ S/o Mr. \_\_\_\_\_ aged \_\_\_\_ years R/o  
\_\_\_\_\_

I, the above named deponent do hereby solemnly affirm and declare as under:

- 1) That I \_\_\_\_\_ am working as \_\_\_\_\_ with  
M/s. \_\_\_\_\_ ( name , designation & address of the  
bidder)
- 2) That bidder is submitting a bid for Lot(s) No. \_\_\_\_\_ totaling a quantity of  
\_\_\_\_\_ MTs in response to invitation for export of **93.733 MT** of Red Sanders  
FOB, Mumbai Ports, India.
- 3) That no order for Blacklisting/ Banning of the bidder has been passed for participation  
in tenders issued by any of the Government/ Semi Government companies in India or  
in country of registration of the co., which is still in force.
- 4) I \_\_\_\_\_ hereby solemnly declare that I or our Company will not re-export  
Red Sanders imported/ purchased through STC's tender, into India.
- 5) That there is no deviation in the terms and conditions of the tender in our Bid  
document.
- 6) That if at any point of time the declarations given above are found to be incorrect, 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 00.00.2016 that the contents of the above declaration are true to  
the best of my knowledge. No part of it is false and nothing material or relevant information  
has been concealed there from.

DEPONENT

PLACE:

DATE:

TENDER NO. STC/CO/MKTG/RS/2016-17/01.

28/09/2016

**BANK GURANTEE PROFORMA**

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and en-cashable at the counter of any Indian Bank)

**(BG for US\$ 5000 for lots below 10 MTs and US\$ 10,000 for Lots exceeding 10 MTs)**

M/s State Trading Corporation of India Ltd.,  
Jawahar Vyapar Bhawan,  
Tolstoy Marg,  
NEW DELHI-110 001.

Dear Sirs,

WHEREAS M/s \_\_\_\_\_ (Bidder) has offered to purchase Lot No. \_\_\_\_\_ comprising \_\_\_\_\_ MTs of Red Sanders from The State Trading Corporation of India Limited, hereinafter referred to as "STC " and the Bidder is required to submit a Earnest Money Deposit value of which is US\$ \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) as a Guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC the amount of US\$ \_\_\_\_\_ (US\$ \_\_\_\_\_ only), in case the Bidder wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by STC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from STC the payment shall be made immediately. This Guarantee shall be irrevocable and shall remain valid till 180 days from date of issuance and payable across the counters on the close of working hours at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) and it will remain in force upto **180 days** from the date of issue in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till \_\_\_\_\_, 2015, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under.

We, \_\_\_\_\_ Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the Constitution of said Bidder/STC.

DATED:

FOR BANK

PLACE:

Note: **EMD to be furnished in US\$ only.**

TENDER NO. STC/CO/MKTG/RS/2016-17/01

28/09/2016

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any first class International Bank and issued by their correspondent Bank in India)

M/s State Trading Corporation of India Ltd.,  
Manufactured Products Division  
Jawahar Vyapar Bhawan,  
1, Tolstoy Marg,  
New Delhi- 110 001. (INDIA).

Whereas State Trading Corporation of India Ltd., Manufactured Products Division ,Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi- 110 001 (INDIA) (hereinafter called 'STC') which term shall include the successors and assigns has floated tender for Export of Red Sanders on lot-wise basis FOB, Mumbai, Ports.

AND WHEREAS M/s. \_\_\_\_\_(hereinafter called the Applicant) intend to import/ purchase a quantity of \_\_\_\_\_MTs against Lot No(s).\_\_\_\_\_Red Sanders from STC against the Letter of Award No..... dt..... on FOB Mumbai port basis and for due performance of the obligations of the Importer/Purchaser, we \_\_\_\_\_(Bank) submit irrevocable and non-transferable Performance Guarantee by way of Bank Guarantee in favour of STC.

AND WHEREAS, we \_\_\_\_\_Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnished Bank Guarantee on behalf of the Applicant in favour of STC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON \_\_\_\_\_WITNESSETH AS UNDER :-

1. Against Contract No./LOA \_\_\_\_\_ Dated 00/00/2017 entered into between the STC (hereinafter called the Seller) and M/s \_\_\_\_\_ (hereinafter called the Buyer) this is to confirm that as per terms of STC's Bid document, we, \_\_\_\_\_(Bank) hereby unconditionally and irrevocably guarantee to pay to STC immediately on its first demand, **5% (Five percent)** of the Contract value i.e. US\$.....(US Dollars.....only) 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 STC of India Ltd., for any failure /default in performing any term and condition of Contract No. \_\_\_\_\_ dated \_\_\_\_\_. 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 across the counters on the close of working hours at New Delhi.

However, our liability under this Guarantee shall be restricted to an amount not exceeding US\$.....

2. We also undertake to pay to STC any money so demanded notwithstanding 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 Guarantee this shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.

3. 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 forebear 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.

4. This Guarantee is valid for a period of 180 days from the date of issue and claim against this Guarantee can be demanded upto 15 days from the date of expiry of Guarantee period and we undertake to pay the amount to STC by demand draft across the counter.

5. We shall forthwith irrevocably bind ourselves and undertake to pay to STC the amount claimed by it upto the amount guarantees.

6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of STC in writing.

7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.

8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of US\$.....(US Dollars.....Only)..... 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 New Delhi.

**Sign. Of Authorized Official of Bank**

Witnesses:

- 1.
- 2.



**TECHNO-COMMERCIAL BID**

**TENDER NO. STC/CO/MKTG/ RS/2016-17/01.**

**28/09/2016**

Name of the Bidder Company: \_\_\_\_\_  
Address of the Bidder: \_\_\_\_\_  
Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Telex No. \_\_\_\_\_  
Company Registration No. \_\_\_\_\_  
PAN No. \_\_\_\_\_  
Sales Tax/VAT No./Tax Regn No. \_\_\_\_\_  
Company's e-mail ID: \_\_\_\_\_  
Contact Person with **E.mail ID** and Phone Nos. \_\_\_\_\_

**FINANCIAL DETAILS (All figures to be mentioned in USD)**

Financial Year	Turnover in US\$
2015-16	
2014-15	
2013-14	

**DETAILS OF EXPERIENCE (Bidders may provide detail in separate sheet, if required)**

Years	Import/ Export	Commodity	Value in US\$
2015-16			
2014-15			
2013-14			

**DETAILS OF EARNEST MONEY DEPOSIT**

Copy of TT/SWIFT Advice Ref. No. OR BG No. & Date (To be submitted in Original)	
Name of the Issuing Bank	
Amount / US\$	

**DETAILS OF TENDER COST:**

Details of payment of Tender cost Rs.6,800/ US\$ 100	
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We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same without any deviations. The signed and stamped copy of the Tender Document is being enclosed herewith, towards our unconditional acceptance of Tender Terms and Conditions.

Signature & stamp of the Bidder  
Name & Designation

**PRICE BID**

<b>1) Prices to be quoted lot wise in lumpsum in US\$ FOB, Mumbai Port basis. Bidders can quote for One or More lots. Part quantity Not allowed.</b>	<b>Lot No.</b>	<b>Quantity MTs</b>	<b>Price FOB Mumbai Port in US\$ (Lot-wise)</b>
<b>2) Lots Nos. 1 and 11 are at Sanjgaon, Mumbai and other Lots are at Speedy Multimode, Mumbai.</b>	1	46.611	
	11	10.705	
	13	6.670	
	15	9.083	
	19	8.064	
	22	4.950	
	26	7.650	
<b>TOTAL:</b>		<b>93.733</b>	

**Note:** Any Taxes or Duties/ levies payable for export of Red Sanders from India would be charged EXTRA on actual basis from the Bidders.

**Signatures with Stamp**

Declaration: We, M/s. \_\_\_\_\_ hereby declare that any duties /taxes or levies imposed by Govt. of India or any Tax authorities on export of Red Sanders from India will be paid by us and we shall be fully liable for such payment(s) and shall be responsible for any default thereof.

**Signatures with Stamp**

**CONTRACT FOR EXPORT OF RED SANDERS**

**Contract No. STC/CO/MKTG/RS/2016-17/01.**

**28/09/2016.**

THIS CONTRACT is made at New Delhi on \_\_\_\_\_, 2016 Between:

**BUYER:** M/s. \_\_\_\_\_

**And**

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

STC and the BUYER shall hereinafter be individually referred to as a “Party” and collectively as the “Parties”.

**WHEREAS:**

- STC is a Central Public Sector Enterprise under administrative control of Department of Commerce, Ministry of Commerce and Industry, Government of India and is dealing in International and domestic trading of commodities/ products such as minerals, metals, precious metals, fertilizer and fertilizer raw materials, coal/coke and agro commodities etc;
- BUYER: M/s. \_\_\_\_\_
- Where as BUYERS agree to buy Lot No(s.) \_\_\_\_\_ totaling a quantity of \_\_\_\_\_ MT of Red Sanders from the SELLER.
- Both the parties agree that the exports will be in compliance of the Foreign Trade Policy of Government of India as amended, from time to time.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

<b>S. No.</b>	<b>Item</b>	<b>Description</b>
<b>1.</b>	<b>Commodity</b>	Red Sanders
<b>2.</b>	<b>Details of stock</b>	Graded and marked Red Sanders in logs . The location of stock is RFO, SANJGAON and SPEEDY MULTIMODE CFS, MAHARASHTRA. <b>(To be specified as per award)</b>
<b>3.</b>	<b>Price</b>	US\$ PMT FOB, Mumbai Port basis.
<b>4.</b>	<b>Shipment Period</b>	Latest by 31 <sup>st</sup> December, 2016 <b>(On best efforts basis)</b>
<b>5.</b>	<b>Vessel nomination</b>	The Buyer will nominate the vessel and intimate STC about firm arrangement with the shipping line/ containers for lifting and stuffing of goods at designated location within <b>20 days</b> of

		<p>issue of Letter of Award.</p> <p>Loading related operational issues to be clarified by STC during pre-bid meeting.</p>
6.	<b>Terms of Payment</b>	<p>Successful bidder will have to remit balance payment of 80% in total by TT/SWIFT or establish Confirmed, Irrevocable LC in US\$ payable at sight, governed by UCP 600 through any 1st class international bank conforming to SELLER'S standard format within <b>05 working days</b> from the date of issuance of DGFT Export License, covering 80% value of offered quantity of the material with positive tolerance, on the basis of FOB value, in favour of "The STC of India Ltd., New Delhi". The LC should be advised through IndusInd Bank, New Delhi negotiable at the counters of any bank in India.</p> <p>Opening of operative L/C within stipulated time is an essential condition. Sellers are at liberty to terminate the contract and claim damages/ losses in case of such failure. Buyer will keep the L/C valid for <b>3 months</b> from date of issue.</p> <p>Note: The Exchange Rate loss, if any, accrued at any stage or in any situation during pendency of execution of shipment, shall be to the bidder's/ buyer Account.</p>
7.	<b>Performance Bank Guarantee</b>	<p>The Buyer has submitted 5% Performance Guarantee (PG) of US\$_____ and 20% advance payment of US\$ _____ as per Letter of Award. Taxes already collected at source at applicable rate.</p> <ul style="list-style-type: none"> <li>- In case of failure to deposit balance 80% or L/C value as per 6 above, the entire 25% payment will be treated as PG and will be forfeited.</li> <li>- Seller will pay 5% of the Invoice value i.e. foreign exchange proceeds to National Bio-diversity Authority, as per the prevalent rules/ guidelines out of aforesaid 20% advance payment collected.</li> <li>- Buyer will apply to NBA and complete the formalities of registration and signing of Agreement with NBA and submission of voucher specimen to IWST, Bangalore.</li> <li>- In case the shipment is not effected for want of Govt. clearances, issuance of Certificate of Origin, DGFT License etc. not within the control of seller, within the shipment date given at S.No.4 above, the last date will be mutually extended or failing which STC will refund the advance plus PBG amount to buyers. The exchange loss, if any, will be to the buyer's account.</li> <li>- 5% PBG will be refunded after successful execution of the Agreement</li> </ul>

8.	<b>Advance Payment</b>	<p>Successful bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in STC's Account Number given below within Seven (7) working days of date of Letter of Award (LOA) which will also be treated as total Performance Guarantee (in addition to 5% PBG). The 5% of the Invoice value i.e. foreign exchange proceeds will be paid to National Bio-diversity Authority, as per the prevalent rules/guidelines out of aforesaid 20% advance payment collected.</p> <p>Beneficiary name :The STC of India Ltd.  Account No. : 200000550077.  IFSC Code : INDB0000005.  Name of Bank :Indusind Bank,</p> <p>Address: :Dr. Gopaldass Bhawan,  :28,Barakhamba Road, New Delhi,  India.</p> <p>SWIFT Code : INDBINBBNDH.  AD Code : 6380006 -2900009.</p> <p>Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee as above.</p>
9.	<b>L/C negotiating documents</b>	<p>LC as mentioned at S.No.6 must allow payment by negotiation against following documents:</p> <ul style="list-style-type: none"> <li>• Full set of Clean Ocean or Charter party Bill(s) of Lading.</li> <li>• Signed Commercial Invoice(s).</li> <li>• Certificate of Origin.</li> <li>• Certificate of Quality/ Quantity &amp; Stuffing</li> <li>• Packing List- 3 Original</li> <li>• Original of Fumigation Certificate</li> <li>• Original Phyto sanitary certificate</li> <li>• Original CITES Permit”</li> </ul> <p>All bank and other charges incurred outside the territory of India shall be borne and paid for by the Buyer.</p>
10.	<b>Inspection</b>	<p>No third party inspection for quality/ quantity will be allowed as the goods are being sold on “As is Where is Basis” and the quality declared by Forest Department /Grading Agency will be deemed as final.</p> <p>The buyer will be allowed to appoint a third party or send his own representative to supervise stuffing of Red Sanders in the containers who will sign the quality/ quantity/ stuffing certificate upon stuffing of goods who will sign quality/quantity</p>

		<p>&amp; stuffing certificate and the cost shall be borne by the Buyer. The actual quantity loaded (total not the break up) will be mentioned on the certificate which will form the basis for negotiation under L/C.</p> <p><b>Registration with NBA:</b> Applications for registration, signing of Agreement with NBA and submission of voucher specimen (wood sample) discs of one inch thickness will be submitted and executed by the Buyers to IWST, Bangalore at their own expense.</p>
11.	<b>Surveyor</b>	A surveyor shall be appointed by STC to monitor and supervise loading of goods on vessel nominated by successful bidder (s).
12.	<b>Insurance</b>	The goods will be sold on FOB basis at Mumbai port, hence, insurance from Load port to discharge port will be to the account of the bidder.
13.	<b>Representations &amp; Warranties</b>	<p>Representations and Warranties of BUYER: BUYER makes the following unqualified Warranties and Representations to STC that:</p> <ul style="list-style-type: none"> <li>• BUYER is a company duly organized, validly existing and in good standing under the laws of India or buyer's country and has all necessary powers to execute and deliver this CONTRACT and perform all its obligations on time under the CONTRACT;</li> <li>• This CONTRACT has been duly authorized by all requisite corporate or other action on the part of BUYER and is a valid and legally binding obligation of BUYER enforceable in accordance with its terms;</li> </ul> <p>The execution, delivery and performance of this CONTRACT does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental approval obtained by BUYER.</p> <p>Any misrepresentation or breach of Warranty shall be deemed to be material breach of terms of the CONTRACT. In case defect or discrepancy is established as material defect STC/SELLER will not be bear the loss.</p>
14.	<b>Force Majeure</b>	I. Seller shall not be liable 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 thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort,

		<p>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>a. II. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.</p> <p>b.</p> <p>c. III. If the operation of such conditions continues to exceed three (3) months, 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.</p> <p>d. 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> <p>e. V. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.</p> <p>f.</p>
15.	<b>Settlement of Dispute- Arbitration and Governing Law</b>	<p>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.</p>
16.	<b>Confidentiality</b>	<p>This CONTRACT, 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 CONTRACT.</p> <p>The restriction 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</p>



		<p>either Party at any time in connection with this CONTRACT.</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 CONTRACT.</p>
17.	<b>General Term</b>	<p>This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT.</p> <p>All terms &amp; conditions of the global tender forms a part of this contract and shall be enforceable. In case there is any discrepancy/dispute amongst the terms of the contract and the tender, the terms of the contract shall be final and binding.</p> <p>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 Govt. 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> <p>STC will forfeit the EMD of the bidder if scanned copy of signed Agreement(s) are not returned to STC by the buyer within 3 working days on STC's e.mail and original later on by courier/ post.</p> <p>Irrespective of bidders opting out of tender with STC at any stage, tax collected at source and NBA charges being statutory levies, will not be refunded to bidders / buyers once paid to respective Authorities or become payable as per respective governing laws. The same shall be applicable in case of all statutory charges paid ,incurred by STC.</p> <p>The Exchange Rate loss at any stage starting from bidding to final settlement with Bidders / Buyers shall be to the</p>

		bidder's /buyer's Account.  Buyers will co-ordinate with different concerned Govt. Authorities/ Departments for expeditious clearance of their applications for Export License.
<b>18.</b>	<b>Termination</b>	If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD. STC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such terminate of the contract.
<b>19.</b>	<b>Indemnity</b>	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.  In case of cancellation of shipments / Agreements due to any reason whatsoever beyond control of STC or due to policy change by Government for export of Red Sanders, STC will not bear the exchange loss or any other pecuniary loss at any stage and the financial loss, if any, shall exclusively to the account of Bidders.
<b>20.</b>	<b>Jurisdiction</b>	The applicants hereto agree that the Courts and Tribunals at New Delhi 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.
<b>21.</b>	<b>Disclaimer</b>	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.

FOR & ON BEHALF OF STC

FOR & ON BEHALF OF BUYER

<b>M/s The State Trading Corporation of India Ltd.</b>	<b>M/s.</b>
Witness: 1. Designation	Witness: 2. Designation

Place: New Delhi

Date: 28.09.2016.