



## **The State Trading Corporation of India Ltd, New Delhi**

Jawahar Vyapar Bhawan  
1, Tolstoy Marg  
New Delhi-110 001

Website: [www.stclimited.co.in](http://www.stclimited.co.in)

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CIN No.: L74899DL1956GOI002674

### **E-TENDER FOR OCEAN CONTAINER FREIGHT SERVICES FOR EXPORT OF 100 MT OF INDIAN RAW RICE FROM KAKINADA SEAPORT TO COLOMBO PORT AT SRI LANKA ON CIF BASIS**

TENDER NO: STC/RICE/EXP/FREIGHT/01/2017-18 DATED: 7<sup>th</sup> April, 2017  
CLOSING AT 1100 HRS IST ON 11<sup>th</sup> April, 2017

*COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM DEPUTY GENERAL  
MANAGER(AGRO) OR CAN BE DOWNLOADED FROM THE FOLLOWING WEB SITES:  
<http://www.stclimited.gov.in>, <http://tenders.gov.in>, & <http://eprocure.gov.in>*



**THE STATE TRADING CORPORATION OF INDIA LIMITED**  
(A Govt. of India Enterprise)  
Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi – 110001  
CIN No.: L74899DL1956GOI002674

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**1. Invitation for Bids**

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 many decades. STC intends to export 100 MTs of Indian Raw Rice to Sri Lanka from Food Corporation of India (FCI)'s stocks from Kakinada seaports.

Accordingly, the STC Ltd., Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110001, India invites bids from the registered, licensed and established **Main Line Operators (MLO) or Non-Vessel owning common carriers (NVOCC) or their accredited agencies** for providing four to five (04 to 05) numbers of 20 feet empty clean GP Dry Containers for shipment of 100 MTs Indian Raw Rice in bags in containers and deliver safely at the designated discharges port on CIF Colombo, Sri Lanka basis as per the terms and conditions mentioned hereunder: -

**2. Item(s), Quantity and Shipment Period**

S. No.	Item	Quantity	Shipment period	Port of Loading	Port of Discharge
1	Indian Raw Rice (Common Variety) in bags	100 MT	Shipment to be Effected Immediately	Kakinada Seaport	Colombo, Sri Lanka

**3. Scope of work and Terms & Conditions for shipment of Indian Raw Rice**

- Providing availability of four to five (04 to 05) numbers of 20 feet empty clean GP Dry Containers at Kakinada Seaports immediately for shipment of 100 MTs Indian Raw Rice in bags to Colombo, Sri Lanka.
- Prior intimation shall be given to STC for the schedule of arrival of Container vessels at Kakinada Seaports.

- c. Providing advance intimation regarding number of containers allotted to STC, ETA/ETD of your container vessel at Kakinada Seaports.
- d. Giving full advance details of itinerary of your container vessel, connecting details at intermediate ports as the case may be and ETA of the container vessel at discharge port to which the cargo is booked, in writing to the Owner at the time of offering the containers and immediately after shipment.
- e. Details of voyage period from Kakinada Seaports to Colombo, Sri Lanka Port, separately for both in case of direct shipment and in case of transshipment.
- f. Placement of empty containers near the Cargo inside Port for stuffing, in your arrangement and at your cost. The containers allotted should be in good, dry, seaworthy condition and should be free from any damages as certified by STC's surveyor.
- g. All incidental & maritime charges of the discharge ports should be taken care by the carrier and in no case, should be charged to the consignee. Similarly, Emergency Bunker Surcharges, Standard Bunker Factor, Emergency Risk Surcharge, Security Surcharge, Agency charges etc. should be taken care by the carrier and the same should not be charged to the consignee.
- h. Weight restrictions for 20 feet containers at any of the designated discharge ports shall be intimated to STC before stuffing the rice in bags into the Container. In no case should any penalty be charged to the consignee at the discharge port on account of container over weight.
- i. After completion of stuffing, the Container should be transported from the stuffing area to the wharf/vessel land for subsequent loading and securing on board the vessel for shipment at bidder's cost.
- j. Stuffed containers are to be handled with utmost care and with all safety precautions to avoid damage to the Cargo.
- k. Actual date and time of delivery at the final destination shall be intimated to STC in writing. The cargo should be delivered to the destination within normal shipping time without undue delays en-route.
- l. To deliver the cargo correctly to the right consignee at the destination port as per the Bill of Lading *in the same condition as stuffed at the load port*. Any damage to the cargo due to improper/mishandling of containers at load port/ en-route voyage/ discharge port shall be to the bidder's account.
- m. **To allow the consignee in the recipient country a minimum of 14 (Fourteen) days container detention-free time at the destination ports. The respective Bills of Lading should have necessary stipulations to that effect. "This is a must".**
- n. To carry out all activities direct or indirectly connected with the performance of the above work.

#### **4. Eligibility Criteria for Kakinada Seaports**

- a. The bidder must be a Main Line Operator (MLO) or Non-Vessel Owning Common Carrier (NVOCC) or their accredited agencies.
- b. The bidder must have minimum experience of two years in similar type of job from any Indian Port.
- c. The bidder must comply with all license/permission requirements for operating container services from Kakinada Seaports.
- d. The bidder must have stevedoring license from Kakinada Seaports for operating container/terminal handling services.
- e. Bidder shall comply with all provisions of Workmen Compensation Act, payment of Wages Act, Contract Labour Act, Indian Contract Act and all such enactments related/applicable to all the staff and workers employed by him during the operation of

lifting of goods from Container Station at Kakinada Seaports/Port Transit Shed/intermediate Port Godown up to loading on board the vessel.

- f. Bidder shall indemnify STC as per the provisions of the ‘**Indemnity**’ Clause of this tender document.
- g. **Bidder shall submit the details of equipment/containers and ETA of vessel proposed to be committed for the work as per Technical bid (Annexure-I).**
- h. Bidder shall ensure compliance with all the Central/State Government regulations, conventions, policies, guidelines, orders etc. in force related to any or all of the above activities.

**5. Earnest Money Deposit (EMD)**

- a. INR 10,000/- (Rupees Ten Thousand only) is to be deposited as EMD.
- b. Bidder to submit an Earnest Money Deposit of INR 10,000/- in the form of RTGS Transfer: In the form of cash. STC’s Bank details for RTGS Transfer are as follows:

Bank Name and Branch	Indusind Bank, 28, Barakhamba Road, Dr. Gopaldas Bhawan, New Delhi – 110001 Phone No. - 011 23738040
Beneficiary Name	The State Trading Corporation of India Limited, New Delhi
Account Number	200000550077
IFSC code for RTGS	INDB0000005
Account Type	Current

- c. The offers received without proof of deposit of EMD shall be summarily rejected.
- d. EMD of the unsuccessful Bidder(s), including those whose bid(s) are not accepted will be returned after ten (10) days from the award of the tender to the successful Bidder(s). STC shall not be liable for any interest or any other payment at the time of such return.

**6. Performance Guarantee (PG)**

- a. The INR 10,000/- (Rupees Ten Thousand only) EMD deposit of the successful bidder, received through RTGS, shall be retained with STC as Performance Guarantee for due and satisfactory performance of the Contract.
- b. The Performance Guarantee shall be released after 6 months from the date of issue of Letter of Award (LOA) or till satisfactory completion of the transaction (whichever is later).
- c. Satisfactory performance of the Contract includes delivery of the cargo strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.

**7. Commencement of Work**

The work covered by this tender shall commence immediately from the date of issuance of Letter of Award (LOA) from STC to the bidder.

**8. Freight Rates**

The freight rates quoted by the Main Line Operator (MLO) / Non-Vessel Owning Common Carrier (NVOCC) shall be in INR (Rs.) on consolidated basis per “20 Feet GP Dry Container” which includes Terminal Handling Charges (THC) at Load Port and Discharge Port, all local charges at Load Port and Discharge Port and all applicable Documentation Charges at Load Port and Discharge Port inclusive of all applicable taxes and duties as per Price Bid at

“Annexure-II”.

## 9. Validity of Offer

Rates quoted by the bidder shall be valid up to 45 days from the date of opening of bids.

## 10. Freight Payment & Release of Bill of Lading

- a. The freight payment shall be made against the release of Bills of Lading. The payment will be released in Electronic Mode as per the bank details given by the bidder at the time of submission of their bids.
- b. The Bill of Lading shall be released, duly signed and stamped soon after the stuffing of Containers and shipped on Board. Release of Bill of Lading should not be delayed under any circumstances. In case of delay in releasing the Bill of Lading, the consequential losses/damages if any shall be to the account of the Main Line Operator (MLO) / Non-Vessel Owning Common Carrier (NVOCC).
- c. In case of delay in receipt of original Bill of Lading by the Consignee due to any unforeseen problems, on our request, Main Line Operator (MLO) / Non-Vessel Owning Common Carrier (NVOCC) should be in a position to advise their counterpart at the destination port and arrange for delivery of cargo to the consignee against NOC from the shipper and valid indemnity bond/Bank Guarantee from the consignee without any delay and additional charges.
- d. Shipment of Container cargo shall be effected only through General Insurance Corporation approved vessels.

## 11. Submission of Offer/Bid

Bidders shall submit their offers **in electronic form only**, in two-bid format:

### Part A: Technical Bid: (electronic form only).

- a. The documents to be enclosed with electronic technical bid are:
  - i) Technical Bid as per **Annexure-I**
  - ii) Proof of deposit of EMD
  - iii) STC's E-Tender document duly signed in original and stamped on all pages confirming that the Bid is strictly as per terms and conditions of E-Tender and all the terms and conditions of the tender have been duly accepted.
- b. Technical bid is to be uploaded in electronic mode before closing of tender.

### Part B: Price Bid

- a. Price Bid as per **Annexure-II** is also to be submitted before the closing of tender through electronic mode only.

Both “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted through electronic mode before closing of tender. Technical Bid and Price Bid are to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

For submission of bids, Bidders may log on to website [www.eprocure.gov.in](http://www.eprocure.gov.in)

**TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED AT ANNEXURE-III.**

**PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM SHALL NOT BE ACCEPTED.**

Offers should be submitted as per Bids format provided at **Annexure-I & Annexure-II**.

The technical bid received for tender shall be **opened at 1130 Hrs IST on 11<sup>th</sup> April, 2017.**

- Any litigation and/or arbitration between STC and the bidder, summons, notices or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder at their registered office.
- Each page/document must be duly signed and stamped, as per the official seal, by the Bidder.
- Letter(s) of acceptance/Letter of Award will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of Bid.
- Offer(s) incomplete or deficient, received late and/or not accompanied by valid proof of deposit of EMD may be rejected at the discretion of the STC.

## **12. Tender Document**

The interested Bidders may download tender documents from websites i.e. <http://www.stclimited.gov.in>, <http://tenders.gov.in>, & <http://eprocure.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. Bidders may visit above website(s) regularly for any updates on terms and conditions of the tender.

## **13. Deviations**

No deviation shall be allowed from the Tender terms and conditions. Bids with deviations shall be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format in “**Annexure-I**”.

## **14. Documents Constituting the Contract**

The invitation of Bids, the terms and conditions of Tender, Offer of the Bidder and Letter of Acceptance/ Letter of Award (LOA) issued by the STC along with any amendment issued shall constitute the Contract between the STC and the successful bidder(s).

## **15. Force Majeure**

- a. If at any time during the existence of this Agreement, either party is unable to perform in whole or in part any obligations under this Agreement because of war, hostility, civil commotion, sabotage, quarantine restrictions, act of God and act of Government (including but not restricted to prohibition of exports or imports), fires, flood, explosions, strikes, embargoes then the date of fulfilment shall be postponed during the time when such circumstances operative.
- b. Any waiver/extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- c. If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the Agreement in which case neither party shall have the right to claim eventual damages.
- d. The party, which is unable to fulfil its engagements under the present Agreement, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances preventing performance of the Agreement. The Certificate(s) issued by the concerned Chamber of Commerce shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw-material etc. will not be an excuse for not performing their obligations under this Agreement.

## **16. Arbitration**

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled 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 apply. The venue of the Arbitration will be New Delhi.

## **17. Indemnity**

- a. In case of any breach of terms and conditions or for any misconduct The bidder will indemnify STC of all legal/other obligations of its professionals/employees involved for performance of services under this agreement.
- b. STC also stand absolved of any liability on account of fraud or breach of trust caused by the bidder or its employees engaged for the performance of services and also for any damages or compensation due to any dispute between the bidder and its employees.
- c. STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party or bidder or its employees.
- d. The company also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree obtained against the bidder having tendency to be enforced against the STC. Also, the STC shall be indemnified, from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of bidder to the extent of cost/legal expenses/interest imposed upon.

## **18. Laws and Jurisdiction**

This Tender will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between Parties shall be adjudicated/resolved or be filed before the courts/tribunals/forums situated in Delhi which shall have the exclusive jurisdiction, to such disputes.

## **19. Confidentiality**

The terms and conditions of this Tender and all information provided by a Party to another under or in relation to this Tender or relating to the affairs of the Party providing such information or any of its employees/affiliates shall be confidential information. Confidential Information shall not include information: (i) which is publicly available at the time of its disclosure or provision by the Party first providing it; (ii) which is or becomes part of the public domain through no fault of the Party receiving such information; (iii) which is lawfully received from a third party without any breach of a confidentiality relationship with the Party disclosing such information; and (iv) which was already known by the Party receiving such information (as can be demonstrated by the recipient Party's written records or other reasonable evidence).

All the information which is treated as confidential shall be treated in accordance with the Laws of India including Right to Information Act 2005.

## **20. Other Terms And Conditions:**

- a. This tender is subject to Rules/Regulations/instructions issued by Govt. of India with

- regard to export from India to foreign countries from time to time.
- b. No legal relations are intended to come into effect through this tender.
  - c. Bid received by fax/e-Mail shall not be entertained.
  - d. The successful bidder shall be issued a Letter of Award (LOA) from STC for this purpose.
  - e. If at a later date, it is found that any bidder had given incorrect and/or misleading information, STC shall take suitable action including cancellation of bid/Contract, forfeiture of EMD/Performance Guarantee amount, etc.
  - f. STC reserves the right to:
    - i) Issue written amendments to this tender, including varying the specified requirements.
    - ii) Suspend or cancel this empanelment process, in whole or in part, at any stage prior to completion of contractual negotiations, without incurring any liability.
    - iii) Call for any document from the bidders as and when required.
    - iv) Accept or decline any or all responses.
    - v) Not to give any reason for any rejection of any respondent or response, or for any suspension or cancellation of this tendering process.
    - vi) Select or shortlist of any number of responses on any basis and enter into negotiations with any shortlisted applicants.
    - vii) Alter any date or time in the process.

DY. GENERAL MANAGER (MARKETING)



**TECHNICAL BID**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No: \_\_\_\_\_ Telex No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**1. Details of equipment/ containers and vessel proposed to be committed for shipment of Indian raw rice immediately**

Sl. No.	Types of equipment/ Containers/ Feeder Vessel/ Mother Vessel	Date-wise numbers of containers proposed to be available at Kakinada Seaports	
		Date	Nos. of Container
1.	Containers		
2.	Feeder Vessel	Proposed ETA at Kakinada Seaports	
3.	Mother Vessel	Proposed ETA at Colombo Port	

**2. Details of Earnest Money Deposit:**

RTGS No. & Bank Name	Date	Amount (in INR)

- It is certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify \_\_\_\_\_

- It is certified that, as on date, we have not been black-listed by STC or any other government agency or CPSU/CPSE or by any State Public Service Utility.

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfilment of the contract/letter of award.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Date \_\_\_\_\_

Seal of Company \_\_\_\_\_

**PRICE BID**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No: \_\_\_\_\_ Telex No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

We are pleased to submit our offer for Ocean Freight Rate in INR per “20 Feet GP Dry Container” from Kakinada Seaports to Colombo Port, Sri Lanka against the said tender as per the following details:

Sl. No.	Destination Port	<b>Consolidated container Freight Rate in INR per “20 Feet GP Dry Container” including Terminal Handling Charges (THC) at Load Port and Discharge Port, all local charges at Load Port and Discharge Port and all applicable Documentation Charges at Load Port and Discharge Port including all applicable Taxes and Duties</b>
1.	Colombo, Sri Lanka	

We further confirm that all the Tender terms & conditions are acceptable to us and will be performed on back to back basis.

Yours Sincerely,

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Date \_\_\_\_\_

Seal of Company \_\_\_\_\_

**SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.**

E-Tender is available on STC's website and e-procurement website URL: - <http://www.stclimited.gov.in>, <http://tenders.gov.in>, & <http://eprocure.gov.in> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal of NIC [www.eprocure.gov.in](http://www.eprocure.gov.in) (a onetime activity) independent of each other as given below.

**Procedure for Obtaining Digital Certificate**

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site [www.eprocure.gov.in](http://www.eprocure.gov.in).

**NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.**

**Procedure for Registering in E-Procurement Portal**

Further, the bidder will have to register with E-Procurement portal. For registering, please go to **URL:- [www.eprocure.gov.in](http://www.eprocure.gov.in)** and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, as per details given below.

**Note:** For any queries relating to the process of online bid submission or queries relating to Procurement Portal ([eprocure.gov.in](http://eprocure.gov.in)), the bidders may contact CPP Portal Helpdesk.

Proof of Earnest Money Deposition in physical form, if applicable, should reach us on or before closing date and time of tender.

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