

**THE STATE TRADING CORPORATION OF INDIA LTD**

(A GOVT. OF INDIA ENTERPRISE)

5th Floor, Moguls Court, Basheerbagh, Hyderabad- 500001

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**TENDER FOR SALE OF IMPORTED CRUDE PALM OIL & RBD PALMOLEIN**

**Tender No. STC/HYD/EO/SALE/2016-17/1**

**DATED 20/12/2016**

**Closing of the Tender: 04/01/2017 1200 HOURS**

**Opening of the Bids: 04/01/2017 1500 HOURS**

**I. INVITATION FOR BIDS:**

The STC of India Ltd., Hyderabad invites through e-procurement portals of NIC (eprocure.gov.in) offers from interested buyers for sale of following imported material on AS IS WHERE IS AND EX - TANKS BASIS under Custom Bond at Kakinada:

<b>S. No.</b>	<b>Name of Item / Goods/Stocks</b>	<b>Qty. in MT</b>	<b>Goods/Stocks stored at Location</b>
1	<b>CRUDE PALM OIL (CPO)</b>	499.020 MTs	Shore Tank No. 10 of M/s. Agarwal Industries Pvt Ltd.'s Storage Terminal at Plot No. 5A/1, IDA, Vakalapudi Industrial Area, Kakinada-533 007, Andhra Pradesh.
2	<b>RBD PALMOLEIN</b>	2317.530 MTs	Shore Tank No. 3 & 9 of M/s. Agarwal Industries Pvt Ltd.'s Storage Terminal at Plot No. 5A/1, IDA, Vakalapudi Industrial Area, Kakinada-533 007, Andhra Pradesh.

Notes:-

- STC is selling this imported material under Custom Bond as a Pledgee. All sale invoices shall be raised by STC.
- The approximate offered quantity is CPO: 499.020 MTs & RBD Palmolein: 2317.530 MTs. However the actual saleable quantity may vary depending upon the actual availability in the said Tanks.
- Minimum quantity for which the bids have to be submitted is full quantity of CPO (499.020 MTs) and/or 500 MTs of RBD Palmolein.
- Goods to be sold are exclusive of Custom Duty and any other taxes, as applicable.
- Final saleable quantity can be increased or decreased at the sole discretion of STC depending on the availability of the material at the said Tanks and prices received in the tender. In this regard, the decision of the management of STC shall prevail and the same shall be final, conclusive and binding.
- After considering the quantity offered for lifting by Highest acceptable bidder, in case any balance quantity is available for sale, STC at its sole discretion can decide to offer such balance available quantity to bidders in order of their hierarchy in comparative statement i.e. the H1 bidder will be given the first opportunity to accept more quantity at accepted H 1 rates and thereafter other bidders H2.....Hn onwards may be given the opportunity to accept the balance quantity at the same rate as offered to H1 bidder.

- g) In case the EMD amount deposited with bid is lesser than that required based on quantities finalized with bidder, the balance EMD shall have to be deposited within a maximum of 3 banking days from the date of issuance of Letter of Award (LOA), failing which this shall be treated as default and the EMD of the defaulting bidder shall be forfeited.
- h) Tender participants are advised to visit the said Tanks 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- Tank basis. No complaints/Claims on STC pertaining to quality/quantity of stocks etc. shall be entertained.
- i) All charges including labour charges for lifting of stocks in tanks are to the account of buyer.
- j) For pre inspection of the cargo, and for inspection of relevant original import documents including documents like Invoice, Quality/Inspection Certificate etc. contact person is Shri P. Laxminarayana (Mobile No. 9052001506).

Before visiting the Tanks, the tender participants are requested to give prior information to STC Hyderabad official namely Mr. P. Laxminarayana, Chief Manager (Mobile No. 9052001506).

## **II. INSTRUCTIONS TO THE BIDDERS:**

- a) Offer(s) incomplete or deficient, received late and/or not accompanied with valid EMD shall not be accepted.
- b) STC reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
- c) STC reserves the right to forfeit the EMD of successful bidder, in case the successful bidder fails to fulfil any term(s) and condition(s) of the contract/tender.

## **III. PRICE**

- a) Price exclusive of Custom Duty to be quoted as per price bid format in **Annexure-II** on "As is where is and ex-tanks basis". All Taxes/Levies/Cess/Duty i.e all statutory levies shall be applicable extra at actual and shall be to the account of the buyer.
- b) The offers should be made by each Bidder for quantity not less than full quantity of CPO (499.020 MTs) and/or 500 MTs of RBD Palmolein.

## **IV. VALIDITY**

Bid must remain valid for a period of **90 days** from the date of closing of tender i.e 04/01/2017.

## V. EMD

- a) Bid shall be accompanied with a EMD of 2% of the total value of bid through Demand Draft /Pay Order in favour of “The State Trading Corporation of India Ltd.” Payable at Hyderabad. EMD of the unsuccessful bidder(s) shall be returned within 15 days from the date of award of the tender to the successful bidder.
- b) EMD deposited with STC will not be entitled for any interest.
- c) EMD amount will be refunded to the successful bidder only after the entire awarded quantity is lifted by the Bidder and there are no dues against the Bidder in respect of this particular tender.
- d) The details of EMD entered during the Bid submission, and those available in scanned copies should tally with the EMD sent physically, otherwise the Bid may be rejected.
- e) Bids received without EMD of the requisite amount shall be summarily rejected.
- f) STC reserves the right to forfeit the EMD of successful bidder in case the successful bidder –
  - i. Fails to deposit the full payment and/or fails to lift the goods within the stipulated time frame.
  - ii. Commits any breach of Contract or fails to fulfil any term(s) or conditions(s) of the Contract.
- g) EMD of 2% of the total value of bid through Demand Draft /Pay Order in favour of “The State Trading Corporation of India Ltd.” Payable at Hyderabad to be sent addressing to “The Branch Manager, The S.T.C. of India Limited, 5th Floor, Moguls Court, Basheerbagh, Hyderabad -500001” on or before 04.01.2017 at 1200 Hrs.

## VI. DELIVERY

- a) Delivery Order shall be issued by STC’s Hyderabad branch only against 100 % advance payment.
- b) In case the successful bidder fails to make the payments within the stipulated period specified in the LOA, no extension for making payment shall be agreed to and STC, without any notice to the bidder shall have the right to dispose of the goods at the risk and cost of the bidder, and claim the differential amount from the bidder in addition to forfeiture of his EMD.
- c) The successful Bidder will be required to lift the quantity of the item bid for, within 07 days after the date of issue of delivery order. The entire bid quantity will have to be lifted within period mentioned in the LOA.
- d) Time is essence of the contract, and in case of default by successful Bidder in making the payment and/or taking delivery within the prescribed period, as mentioned above, the EMD deposited by him/her with STC, shall be forfeited without any further notice/intimation and STC will be free to dispose of the unlifted quantity, if any at his risk, cost, expenses/consequences. Since the quantities mentioned above are on approximate basis, the successful Bidder 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

## **VII TERMS AND CONDITIONS:**

- a) The stocks as mentioned above are available for sale on "**AS IS WHERE IS AND EX-TANKS BASIS**". Material can be inspected visually at the site.
- b) The bidder has to make his/her own arrangement for packing/transporting of the cargo to take delivery and custom clearance.
- c) 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.
- d) Weight of material certified by the independent surveyors appointed by STC on weighbridge approved by STC or nominated by STC, after taking net and gross weights of the lorries/trucks shall be delivered weight, which shall be final and binding on the buyer and which shall be the basis of issue of sale invoice at the rate accepted in the tender. This weighment shall mandatorily be done in the presence of STC's appointed surveyor. The weighment charges shall be to the buyer's account.
- e) Any deterioration in quality/shortage in transit after delivery i.e. after leaving the Tanks, shall be the sole responsibility of the buyer and STC shall not be liable for any loss/consequential claim, action and/or damages of whatever nature under any Act/Rules/Regulations or otherwise.
- f) The successful Bidder 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.
- g) 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.

## **VIII. SUBMISSION OF BIDS:**

Prospective bidders shall submit their most competitive offer for the above-mentioned goods. Bids against this tender shall be received only electronically through the e-procurement Portal of NIC ([eprocure.gov.in](http://eprocure.gov.in)/[eprocure](http://eprocure)).

The time schedule of opening and closing of tender is as follows:

Tender Closing Time/Date: 1200 hrs. (IST) on 04/01/2017

Tender Opening Time/Date: 1500 hrs. (IST) on 04/01/2017

**Note:** Any further corrigendum/Addendum to the tender documents will be uploaded by STC only on websites: [www.stclimited.co.in](http://www.stclimited.co.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.

## **IX. DOCUMENTS CONSTITUTING CONTRACT:**

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

## **X. PAYMENT:**

The successful bidder will be required to make 100% payment including applicable taxes/levies/cess/duty 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 Hyderabad for entire stock, allotted within the period mentioned in LOA.

## **XI. 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.

## **XII. 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. EMD of the bidder shall be forfeited.
- b. The defaulter may be barred from participating in future tenders of STC.
- c. Any other actions as deemed fit shall be taken by STC.

## **XIII. CANCELLATION OF CONTRACT:**

If the successful bidder fails to fulfil 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 EMD. STC shall not be liable to any damages, risks, costs and consequences, etc. whatsoever, consequent upon such cancellation of the contract.

## **XIV. 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 fulfil 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.

## **XV. 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.

## **XVI: BIDDERS TO NOTE THAT:**

1. 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.
2. The Bidders are advised to check STC website [stclimited.co.in](http://stclimited.co.in) regularly for any amendment / clarification.
3. RTGS Details of STC are as follows:  
NAME OF ACCOUNT: THE STATE TRADING CORPORATION OF INDIA LTD.  
NAME OF THE BANK: **INDUS IND BANK**  
NAME OF THE BRANCH: **SECUNDERABAD BRANCH**  
ACCOUNT NO.: **200999518788**  
IFSC CODE : **INDB0000004**

## ANNEXURE I

**Tender No. STC/HYD/EO/SALE/2016-17/1 Dated: 20/12/2016**

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

We also declare that

1. We are not on any debarred/abeyance list of Government.
2. All Central or state, present or future taxes, duties, cesses, levies etc. as applicable will be extra on our account.
3. The offer is valid for your acceptance till 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 No. STC/HYD/EO/SALE/2016-17/1 Dated 20/12/2016**

**PRICE BID against Tender for the sale of Imported Crude Palm Oil & RBD Palmolein**

NAME OF THE BIDDER:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

CONTACT PERSON:

<b>Sl. No</b>	<b>Material</b>	<b>Quantity (in MTs)</b>	<b>Rate Offered(PMT)</b>	<b>Total Amount</b>
1	<b>CRUDE PALM OIL (CPO)</b>			
2	<b>RBD PALMOLEIN</b>			

Minimum quantity for which the bids have to be submitted is full quantity of CPO (499.020 MTs) and/or 500 MTs of RBD Palmolein.

Prices quoted are Ex-Tank basis excluding the statutory taxes/duties/levies.

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE: