



**THE STATE TRADING CORPORATION OF INDIA LIMITED (STC);
(A Govt. of India Enterprise)**

"STC Trade Centre", A-29, Thiru-Vi-Ka Industrial Estate, Chennai - 600032, INDIA.

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CIN No.: L74899DL1956GOI002674

Regd. Office: **Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi – 110001**

Notice Inviting Tender for appointment of CHAs for Imported Pulses at Chennai.

Tender No: STC/CHN/PUL/CHA/02/2016-17 dated 07.09.2016, closing on 10.09.2016.

1. Bids are invited for appointment of CHAs from such CHAs who are holding valid Customs House License for Clearing, Transporting & Handling of imported consignment of pulses in PP/ Jute bags of 50 KG Nett in Containers at Chennai Port.
2. The bidders may download the tender document from our website www.stclimited.co.in or www.eprocure.gov.in/ www.tenders.gov.in and can also obtain a copy of the same from Sh.S. Balaji, Manager, STC, Chennai at the above mentioned address during office hours on any working day till 17:30 HRS IST on 09.09.2016.
3. The tender is to be submitted in TWO BID SYSTEM by the bidders through **E-procurement portal (www.eprocure.gov.in)** only using their **Digital Signature Certificate (DSC)** :- (A) **Technical Bid** (Part I-Check List) alongwith scan copy of EMD Demand Draft/Pay Order and (B) **Price Bid -Annexure I latest by 14:00 HRS IST on 10.09.2016.**
4. One full set of filled-up and signed technical bid (Part-I,II&III) in original including original EMD Demand Draft/Pay Order along with tender document signed & stamped in each page to be submitted in physical mode in sealed envelope super-scribed as "TECHNICAL BID- TENDER FOR HANDLING, CLEARING & TRANSPORTATION OF AGRO COMMODITIES (PULSES), and Tender No. & date, Name and address of the bidder and shall be addressed to MANAGER (AGRO), "STC Trade Centre", A-29, Thiru-Vi-Ka Industrial Estate, Chennai - 600032" **latest by 14:00 HRS IST on 10.09.2016. In case of non-submission of Technical Bid in physical mode within the stipulated time, the bid shall be summarily rejected.**
5. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.50,000/-(Rupees Fifty Thousand only) (non-interest bearing) in the form of a crossed Demand Draft/Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable in CHENNAI in favour of "THE STC OF INDIA LIMITED". **Any tender not accompanying EMD as per above requirement will be summarily rejected.**
6. The **Technical Bid** (Part I,II and III) complete in all respects should be submitted in sealed envelope latest by **14:00 Hrs IST on 10.09.2016** in the tender box kept at STC CHENNAI office at above mentioned address. The technical bids shall be opened on the same day i.e. 10.09.2016 at 14:30 Hrs [IST] in the presence of the bidders' representatives desirous to be present. In case of any technical bid received in physical/online mode containing the filled **Price Bid -Annexure -I** shall be summarily rejected. **Bids with shortage of any document(s) in the technical bids shall be summarily rejected.** The bidders who qualify in technical bid shall alone be considered for opening their **Price Bid-Annexure-I**.
7. The successful tenderer shall be required to deposit with STC within 3 working days of the acceptance of the tender a Performance Guarantee of Rs.10,00,000/-(Rupees Ten Lac only) in the form of irrevocable Bank Guarantee issued by any nationalized bank in favour of STC as per our prescribed format. The EMD of unsuccessful bidders shall be refunded by STC within 10 days of award of the tender.
8. STC Limited may reject any or all tenders at its own discretion without assigning any reasons to the tenderer / tenderers.

For STC Limited
MANAGER (AGRO)

A. TECHNICAL BID - CHECKLIST (PART I)

Sr. No.	Description	Details
1.	NAME & ADDRESS OF THE CHA AND ITS CONSTITUTION (COMPANY/PARTNERSHIP FIRM/PROPRIETARY CONCERN/INDIVIDUAL ETC.) TELEPHONE NUMBER, FAX NUMBER & EMAIL	
	DD NO. DATE AND BANK-ENCLOSED	YES / NO
2.	NAMES OF THE PROPRIETOR/ PARTNER / DIRECTORS	
3.	CERTIFIED COPY OF COMPANY DEED - ENCLOSED.	YES / NO
4.	YEAR OF ESTABLISHMENT	
5.	AUTHORIZED PERSON(S)' NAME CONTACT NO.	
6.	AUTHORIZATION LETTER FOR SR. NO 5. - ENCLOSED.	YES / NO
7.	CUSTOMS HOUSE LICENSE NO. (CERTIFIED PHOTOCOPY - ENCLOSED)	YES / NO
8.	NAME OF BANK & ADDRESS	
9.	CREDENTIAL CERTIFICATE FROM THE BANK - ENCLOSED	YES / NO
10.	BANK ACCOUNT STATEMENTS FOR MINIMUM LAST 3 MONTHS - ENCLOSED	YES / NO

(TO BE SIGNED AND STAMPED BY BIDDER)

11.	SOLVENCY CERTIFICATE FOR MINIMUM AMOUNT OF RS. 20 LACS FROM HIS AUTHORISED BANK - ENCLOSED	YES / NO
12.	PROOF OF EXPERIENCE - i) HANDLING BAGGED / CONTAINERIZED CONSIGNMENTS OF AGRO COMMODITIES INCLUDING PULSES AT CHENNAI PORT IN THE LAST THREE YEARS INCLUDING DETAILS LIKE NAME OF THE VESSEL, COMMODITY, TONNAGE AND THE VALUE. ii) COPY OF MINIMUM ONE BILL OF ENTRY FOR EACH YEAR - ENCLOSED	YES / NO
13.	CHA SHOULD HAVE HANDLED CONSIGNMENTS OF PULSES WITH GOVERNEMENT ORGANISATION / PUBLIC SECTOR ENTERPRISES / PRIVATE IMPORTERS AT CHENNAI PORT - PROOF ENCLOSED	YES / NO
14.	WHETHER OWNING LORRIES TO UNDERTAKE TRANSPORTATION JOB FROM PORT / CFS TO GODOWN?	YES / NO
12.	WHETHER THE CHA IS AGREEABLE TO ENTER INTO AGREEMENT FOR A PERIOD OF TWO YEARS	YES / NO
13.	INCOME TAX PAN NUMBER - CERTIFIED COPY - ENCLOSED	YES / NO
14.	SERVICE TAX REGISTRATION NUMBER - CERTIFIED COPY - ENCLOSED	YES / NO
15.	AUDITED BALANCE-SHEETS AND PROFIT & LOSS STATEMENTS FOR THE LAST 3 YEARS - ENCLOSED	YES / NO
16.	BIDDER SHOULD NOT HAVE BEEN BLACKLISTED EITHER BY STC OR BY ANY GOVERNMENT DEPARTMENT/ GOVERNMENT UNDERTAKINGS - UNDERTAKING TO THIS EFFECT ENCLOSED	YES / NO

(TO BE SIGNED AND STAMPED BY BIDDER)

TECHNICAL BID – PART II: REQUISITES AND SCOPE OF WORK

THE CHA WILL HAVE TO GUARANTEE THE FOLLOWING SERVICES VERY SPECIFICALLY FOR HANDLING IMPORTED CONSIGNMENT OF PULSES IN PP/ JUTE BAGS OF 50 KG NETT IN CONTAINERS

1. CHA SHOULD HAVE A MINIMUM RELEVANT PAST EXPERIENCE IN THE LAST THREE YEARS OF HANDLING BAGGED/ CONTAINERISED CONSIGNMENTS OF AGRO COMMODITIES INCLUDING PULSES AT CHENNAI PORT.
2. CHA SHOULD HAVE HANDLED CONSIGNMENTS OF PULSES WITH GOVERNEMENT ORGANISATION OR PUBLIC SECTOR ENTERPRISES OR PRIVATE IMPORTERS AT CHENNAI PORT.
3. BIDDER SHOULD BE THOROUGHLY CONVERSANT WITH THE CUSTOMS/FSSAI RULES AND PROCEDURES AND SUPPORTED BY A STRONG CUSTOMS TEAM HAVING KNOWLEDGE OF CUSTOMS LAW TO HANDLE ANY QUERY CONCERNING THE MATTER AND PROCESS THE CUSTOMS RELATED DOCUMENTS ETC. WITHIN A SHORT TIME.
4. BIDDER SHOULD BE WELL INFORMED ABOUT THE WORKING OF THE CHENNAI PORT INCLUDING THE VARIOUS LOCATIONS & GEOGRAPHY OF THE PORT AND LOCATION OF DIFFERENT DOCKS, SHEDS, WAREHOUSES, RAIL HEADS FOR LOADING AND UNLOADING ETC., BESIDES SHOULD BE FULLY CONVERSANT WITH RULES AND REGULATIONS OF THE PORT TRUST.
5. GEOGRAPHIC LOCATIONS OF VARIOUS CFS YARDS SHOULD BE KNOWN FOR CONTAINERISED CARGO AS AND WHEN IMPORTED.
6. BIDDER SHOULD BE FINANCIALLY SOUND AND FURNISH HIS BANK ACCOUNT STATEMENTS FOR MINIMUM LAST 3 MONTHS IN ADDITION TO A CERTIFICATE FROM THE BANK CERTIFYING THE SOUND FINANCIAL STATUS OF THE BIDDER.
7. CHA SHOULD BE ABLE TO PRODUCE SOLVENCY CERTIFICATE FOR MINIMUM AMOUNT OF RS. 20 LACS FROM HIS AUTHORISED BANK. AUDITED BALANCE-SHEETS AND PROFIT & LOSS STATEMENTS FOR THE LAST 3 YEARS TO BE SUBMITTED ALONGWITH BID.
8. MOBILISATION OF TRUCKS/LORRIES ETC. SHOULD BE ARRANGED WITHIN A SHORT NOTICE.
9. PROOF OF EXPERIENCE HAVING HANDLED AGRO PRODUCTS INCLUDING PULSES AT CHENNAI PORT IN THE LAST 3 YEARS SHOULD BE FURNISHED WITH FULL DETAILS LIKE NAME OF THE VESSEL, COMMODITY, TONNAGE AND THE VALUE INCLUDING MINIMUM ONE COPY OF BILL OF ENTRY FOR EACH YEAR.
10. CHA TO ENSURE CLEARANCE OF GOODS WITHIN 5 WORKING DAYS FROM THE DATE OF HANDING OVER OF ORIGINAL BANK ENDORSED SHIPPING DOCUMENTS TO THE CHA AND ENSURE DESPATCH OF MATERIAL TO STC'S GODOWN AT DIFFERENT LOCATIONS OR TO THE BUYER AS PER INSTRUCTIONS GIVEN BY STC FROM TIME TO TIME. STC WILL ENSURE PREPARATION OF DD/PAY ORDER TOWARDS CUSTOMS DUTY/ SHIPPING LINE CHARGES PROMPTLY ON RECEIPT OF DETAILED COST BREAK UP FROM CHA. CHA TO ENSURE SUBMISSION OF COST BREAK UP WITHIN 1 WORKING DAY OF RECEIPT OF ORIGINAL SHIPPING DOCUMENTS AND TO ENSURE TIMELY COLLECTION OF SHIPPING DOCUMENTS AND DD/ PAY ORDER AS AND WHEN CALLED BY STC.
11. CHA TO ENSURE THAT UNDER NO CIRCUMSTANCES THE CLEARANCE OF GOODS SHOULD GET DELAYED BEYOND 10 DAYS, WHICH IS THE NORMAL FREE TIME ALLOWED BY THE SHIPPING LINE, FAILING WHICH ANY DETENTION/DEMURRAGE CHARGES WILL BE SOLELY TO CHA ACCOUNT.

(TO BE SIGNED AND STAMPED BY BIDDER)

12. IN CASE CLEARANCE OF GOODS ARE DELAYED BEYOND 5 WORKING DAYS WITHOUT ANY STATUTORY REASON , PENALTY WILL BE IMPOSED ON THE CHA AS FOLLOWS IN ADDITION TO DETENTION/DEMURRAGE CHARGES AS PER CLAUSE (11):

SR.NO.	PERIOD (DAYS)	PENALTY
1.	06-10 (BOTH INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH INCLUSIVE)	Rs.10000 PER B/E
3.	16-20 (BOTH INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

13. IN CASE THE CLEARANCE OF GOODS IS DELAYED MORE THAN 20 DAYS, STC WILL MAKE ALTERNATIVE ARRANGEMENT FOR CLEARANCE OF GOODS FROM ANY OTHER CHA AND ALL LOSSES/COSTS INCURRED DUE TO DELAY IN ADDITION TO THE PENALTY AS MENTIONED AT CLAUSE 11 AN 12 ABOVE, WILL BE SOLELY TO CHA ACCOUNT.
14. AFTER DISCHARGE OF CARGO AND ITS WEIGHMENT AT A WEIGHBRIDGE NOMINATED BY STC INSIDE THE CFS, THE CHA WILL ARRANGE TRANSPORTATION OF CONTAINER TO STC'S NOMINATED WAREHOUSES AT DIFFERENT LOCATIONS IN CHENNAI REGION (EITHER INTO THE PORT WAREHOUSE OR OUTSIDE THE PORT), DO THE DESTUFFING OF CONTAINERS (IF ANY) , SWEEPING, AND COLLECTION AND STOCKING OF THE CARGO ON IMMEDIATE BASIS.
15. CHA WILL HAVE EXCELLENT WORKING RAPPORT WITH CUSTOMS AND OTHER PORT RELATED ANCILLARY AGENCIES. ALL LOCAL CORRESPONDENCE AND COMMUNICATION REGARDING CLEARANCE ON STC'S BEHALF WILL BE DONE BY CHA.
16. CHA WILL ENSURE SUBMISSION OF DETAILED B/L WISE BILLS TO STC TOWARDS AGENCY/ CLEARING CHARGES IMMEDIATELY AFTER COMPLETION OF CLEARANCE OF GOODS.
17. CHA WILL MONITOR THE PROGRESS OF DISCHARGE ON DAILY BASIS AND GIVE STATUS REPORT ON DAY TO DAY BASIS TO STC APART FROM SUBMISSION OF REPORT REGARDING FINAL QUANTITY RECEIVED.
18. DISPATCH OF ALL KINDS OF CARGO FROM THE PORT AREA SHALL BE DONE ONLY AFTER GETTING CLEAR WRITTEN INSTRUCTIONS FROM STC AND UNDER THE SUPERVISION OF SURVEYOR BY STC FOR THE SAME.
19. CHA WILL ALSO BE RESPONSIBLE FOR RECEIPT OF EMPTY P.P. BAGS FROM STC'S SUPPLIER IN PRESENCE OF SURVEYOR & PROTECTING AGENT NOMINATED BY STC AS WELL AS DELIVERY OF THE STORED CONSIGNMENTS FROM GODOWNS TO PARTIES AFTER RECEIVING CLEAR WRITTEN INSTRUCTIONS FOR THE SAME FROM STC

(TO BE SIGNED AND STAMPED BY BIDDER)

TECHNICAL BID – PART III: DRAFT AGREEMENT

This Agreement is made at Chennai on between **State Trading Corporation of India Limited**, a Company registered under The Companies Act, 1956 having its office at "STC Trade Centre", A-29, Thiru-Vi-Ka Industrial Estate, Chennai - 600032, and its registered office at Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi – 110001, hereinafter called "STC" which legal representatives and assigns on the FIRST PART.

AND

M/s. ----- a Proprietorship/ Partnership/ Company registered under Company's Act, having its registered office at _____, represented by its Proprietor/ Managing Partners/Authorized Official residing at _____, hereinafter called 'CHA', which expression shall unless repugnant to the context shall mean and include its successors, heirs, executors and assigns on the SECOND PART.

WHEREAS STC invited tender for appointment of agent for Clearing and handling of containerized cargo to undertake the work of clearing, handling, and transportation of cargo at nominated **godowns**.

AND WHEREAS party on the Second Part having the necessary infrastructure and facilities for carrying out such an activity have agreed to offer their services and quoted rates against the said Inquiry of STC, after subsequent negotiations between STC and CHA both the parties have agreed to the rates as per Annexure – I

AND WHEREAS STC has issued WORK ORDER No: dtd.....to CHA to undertake the work of clearing, forwarding and transportation of Pulses arriving at Chennai Port in containerized bagged cargo.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. It is confirmed by CHA that they possess valid license bearing No. _____ in their name as Custom House handling agent for undertaking handling operation of agro products.
2. CHA shall ensure that the said license will be kept valid during currency of this agreement.
3. If at any time during currency of the agreement, the said CHA license is cancelled by the concerned authority for any reason, the CHA would intimate the same to STC and for any consequences resulting thereto would indemnify STC.
4. CHA has furnished the Performance Guarantee for Rs. 10,00,000/- (Rupees Ten Lacs only) in the form of irrevocable Bank Guarantee issued by any Nationalized Bank in favour of STC as per our prescribed format for due and satisfactory performance of the contract which shall be valid for initial period of two years with claim period of 6 months, and to be renewed if required by STC till the finalization of contract. The Performance Guarantee shall be released to CHA on successful and satisfactory execution of the said contract. No claim shall be admissible against STC in respect of interest on Performance Guarantee regardless of the time of the release.
5. STC Reserves the right to forfeit the Performance Guarantee if CHA commits any breach of contract or fails to fulfill any term (s) or condition (s) of the contract.
6. CHA on receiving information from Port Authorities or on intimation given by STC's officials of the arrival of the cargo shall promptly arrange and obtain clearance of documents from the port authorities. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.

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7. CHA shall liaise closely with the vessel agent for all necessary arrangements.
8. On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with STC.
9. CHA shall arrange for PHO/PQ, FSSAI clearance, and all other statutory requirements, if any, and submit redeemed PHO/PQ bonds etc. back to STC.
10. CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for the payment of custom duty on behalf of STC and completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities/shipping agent wherever necessary and hand it over to STC for lodging claims with supplier/Insurance company/underwriter/ship owner.
11. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per Annexure I
12. As and when required under exigency, the CHA shall arrange to pay Port charges, Terminal Handling Charges, Container Yard Charges and Container Handling Charges etc. after deducting applicable TDS as per Income Tax Act and the same shall be reimbursed by STC on production of original receipts.
13. CHA shall receive the cargo on behalf of STC at unloading points; get Customs appraisal and all other such formalities and also arrange proper transportation and storage of the cargo in warehouse, which shall be intimated by STC.
14. CHA shall arrange for transit shed(s)/ Customs Bonded Warehouses, if required and shall be responsible for the safe custody of the cargo. The charges for arranging the transit shed/ Customs Bonded Warehouse shall be owned by STC. Cost of loading/unloading of the cargo at port and warehouse along with the transportation shall be to CHA's account.
15. The de-stuffing of containers shall also be the responsibility of the CHA. The de-stuffing activity shall be in the presence of the Surveyors nominated by STC. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the empty containers to the concerned shipping liners.
16. If the cargo is moved from Port to any outside warehouse, the transportation shall be arranged by CHA and it will be the responsibility of the CHA to ensure the safety of the cargo. Any charges for damage incurred to the containers during clearing & handling shall be to CHA's account.
17. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with STC.
18. CHA shall maintain complete account of cargo discharges and containers and shall submit daily/weekly report to STC.
19. CHA shall maintain record of goods received in received in container, empty bags received container-wise and submit to STC as and when demanded.
20. CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the STC, under any circumstances.
21. CHA shall be responsible for any shortage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short, it will be compensated by CHA on demand without prejudice to any other legal remedy.
22. It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from port to warehouse via CFS.
23. CHA shall obtain all permissions, licences /Import permits required from any Government and local bodies for storage of product in the warehouse.
24. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.
25. CHA shall arrange to pay directly all rates, duties, taxes, levies, excise and octroi – state and central – and any other charges and duties etc., if any, payable on the product on behalf of STC, the same shall be reimbursed by STC on production of original receipts.
26. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.

(TO BE SIGNED AND STAMPED BY BIDDER)

27. STC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent STC from doing so.
28. STC reserves the right to terminate the agreement by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of STC during pendency of the contract. STC shall have the right to terminate the agreement without notice in case CHA fails to work fully for the assignment as may be entrusted by STC and discharge its duty in satisfactory manner. STC's decision shall be final on this.
29. On termination of agreement either on completion of the work or in terms of para 28 above, CHA shall deliver to STC all or each of the consignment and all books or accounts and documents relating to STC, which are in their possession or control.
30. STC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
31. In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of STC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.
32. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
33. CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of STC.
34. STC can appoint and utilize the services of other CHA whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.
35. In case of failure on the part of CHA to get the required work done, STC shall get the same done from other agency at the market rates and CHA shall have to bear the difference in the market rate paid by STC and the contractual rate.
36. In case clearance of goods are delayed beyond 5 working days without any Statutory reason, penalty will be imposed on the CHA as follows :

Sl.No.	Delay Period	Penalty
1	06-10 days (both inclusive)	Rs.5000/- per B/E
2	11-15 days (both inclusive)	Rs. 10,000/- per B/E
3	16-20 days (both inclusive)	Rs.15,0000/- per B/E
4	More than 20 days	Rs.20,000/- per B/E

37. In case, clearance of goods is delayed by more than 20 days, STC will make alternative arrangement for clearance of goods from any other CHA and all losses/costs incurred due to delay will be solely to CHA's account in addition to the penalty mentioned at Sl.No.3
38. CHA must have registration number with Employees Provident Fund Authority and also required to have registration under the Contract Labour (Regulation and Abolition Act, 1970), and shall be responsible for filing regular monthly returns with PF Authorities and ESIC besides a declaration to the effect that labourers are covered under Insurance/Workmen Compensation Act, etc.
39. CHA shall always keep STC fully indemnified against all costs, damages, demurrages and other such things in operation due to negligence of CHA or due to their non-performance / underperformance of any services and/or obligations, or any breach of any terms and contract. Notwithstanding, anything contained in the contract, if for any reason STC is disabled or prevented from performing any of its obligation under the contract it shall inform to CHA, who shall have no right to claim any payment whatsoever from STC either by way of price, compensation, damages or otherwise, in respect of the contract. CHA shall also keep STC fully indemnified for the conduct of its employees/agent.
40. CHA shall maintain/arrange to store the cargo in terms of insurance policy to be taken by STC.

(TO BE SIGNED AND STAMPED BY BIDDER)

41. Any dispute or difference in any matter relating to or arising out of the Agreement, if the same is not resolved amicably, shall be settled at Chennai by the sole Arbitrator appointed by STC and the award made in pursuance thereof shall be final and binding on the parties. Arbitration and Conciliation Act 1996 and the rules thereof shall apply. Indian laws will apply. The venue of the Arbitration will be Chennai.
42. The Invitation of Bids, terms and conditions of Tender, Bid of the CHA and Letter of Acceptance issued by STC along with any amendment issued prior to signing of this agreement shall constitute the Contract between the CHA and STC.
43. This Agreement shall be valid for a period of two years from the date of issue of work order. However, the agreement can be extended by mutual consent of the parties.
44. If any portion of this Agreement or its application is construed to be invalid, illegal or unenforceable, then the other portions of the Agreement or its application thereof shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions.
45. Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
46. In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by STC shall prevail and shall be final and binding on the CHA.
47. CHA should not have been black listed / debarred by any of the Govt. Company/ Department and /or Public Sector Enterprise/ Undertaking etc. If successful bidders found to be black listed/debarred by any of the Govt Company/ Department and / or Public Sector Enterprise/Govt Company/ Department and / or Public Sector Enterprise/taking, the contract shall be terminated forthwith, and all expenses incurred in the process of Clearing and Handling of cargo till appointment of new CHA shall be recovered, and party also will be liable to blacklist by STC.

Signed, sealed and delivered by the parties at Chennai on the date and year appearing hereinabove

For CHA.

For STC OF INDIA LIMITED.

Authorized Signatory

Authorized Signatory

Witnesses:

1.

2.

(TO BE SIGNED AND STAMPED BY BIDDER)

PART B : PRICE BID

- **BIDDER TO CLEARLY MENTION WHETHER RATES EXCLUSIVE OF SERVICE TAX**
- **ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS FOR THC, D.O. CHARGES, CFS CHARGES,, IMPORT PERMIT, FSSAI CHARGES, PQ FEES, ADMINISTRATION CHARGES(if any)**
- Validity of price bid till 20.09.2016.

**QUOTATION CALLING LETTER NO : STC/CHN/PUL/CHA/02/2016-17 dated 07.09.2016
PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION
FOR CONTAINERISED BAGGED CARGO**

From:

M/s. _____

TO

**The Manager (Agro),
The STC of India Limited,
CHENNAI.**

Dear Sir,

1. I/We hereby submit our sealed quotation for clearing and handling of the cargo of imported pulses for two years, to be imported through Chennai Port
2. I/We have thoroughly examined and understood all instructions and terms and conditions for the job and hereby agree to abide by the same.
3. I/We have also noted the terms and conditions for indicating the description of clearing, handling and transportation work required to be performed.

4. Rates

I/We offer to work at a composite rate as mentioned below excluding Service Tax for all the operations and activities involved clearing and handling of imported pulses at CHENNAI PORT.

20 feet container Composite rate for Clearing, Handling, forwarding & Transportation charges (including agency charges) :

Transportation from CFS to the warehouses	Rate quoted
CWC Godowns in Chennai Region (Kalmandapam, Ambattur, Royapuram, Madavaram, Chitlapakkam & Chrompet) and TNWC Godowns within the Chennai City Limit.	Rs _____ per container

(TO BE SIGNED AND STAMPED BY BIDDER)

5. We hereby undertake to work at the above rates which are consolidated rate for the entire work as detailed in the Scope of CHA operations in letter for calling the quotation. We further undertake that we shall not claim any extra amount for any auxiliary services rendered which are not specified above but are essential for accomplishing the work.

6. I / We agree that the composite rates quoted by us, will remain firm and static throughout the contract period.

7. The rate quoted by us, are for handling the cargo of pulses received in containers in the packing of 50 kg nett PP bags.

8. I /We agree to keep the offer valid for fifteen working days from the date of opening of tender.

9. For EMD a Demand drafts No.____ _ Dated _____for Rs. 50,000/- (Rupees Fifty Thousand only) is enclosed herewith.

10. I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Shri _____ who shall be duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us instead to carry on the business of the concern, whether any intimation of such change is given to the Manager, STC Chennai or not.

Yours faithfully,

(SIGNATURE OF BIDDER)