

The State Trading Corporation of India Ltd

(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001

Phone : 011-2370183 Fax: 011-23701123/23701191

TENDER FOR SALE OF PLEDGED COPPER

Tender No. STC/ HD/ JCL/ 1/ 2014-15 Dated

Closing of the Tender :4.9.2014

Opening of the Bids at : 4.9.2014

I. INVITATION FOR BIDS:

The STC of India Ltd., New Delhi invites sealed offers in two parts bidding system from interested buyers for sale of following material on AS IS WHERE IS EX-GODOWN BASIS :

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

Notes:

1. STC is selling these material as a pledgee. All sale invoices shall be raised by STC.
2. The approximate total quantity offered is 23,356.091 MTs.
3. The bid/offer should be for entire quantity. Any quote for partial quantity will be summarily rejected.
4. Tender participants are advised to visit the warehouse to pre-inspect cargo, until the closure of tender and quotes their rates based on their assessment on as is where is basis. No complaints/Claims on STC pertaining to quality / quantity of stocks etc. shall be entertained.
5. All charges including labour charges for lifting at godowns are to be account of buyer.
6. For pre inspection the cargo, and for inspection of relevant original import documents including documents like Bill of Lading, Invoice, Assay Certificate etc. the interested parties may contact the following :
- 7.

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

II. ELIGIBILITY FOR THE PARTICIPANTS:

Bidders having valid registered user's license are eligible to participate. The tenderers shall have to furnish to STC the attested photocopy of their license along with the offer.

III. TERMS AND CONDITIONS:

1. The stocks as mentioned above are available for sale on "AS IS WHERE IS" basis. No samples are allowed to be drawn. However, material can be inspected visually at the site.
2. The offers should be made by each tender for entire quantity.
3. The bidder has to make their own arrangement for packing/transporting the cargo to take delivery.
4. Price to be quoted in **Annexure II**
5. Bid must remain valid for a period of 90 days from the date of closing of tender i.e bid should be valid till 3.12.14 hrs on 5.30 p.m.
6. Bid should be accompanied with an EMD of Rs.7.50 crore (Rupees Seven Crores fifty lakh only) through Demand Draft / Banker's cheque in favour of "The State Trading Corporation of India Ltd." In case the tender is not awarded the EMD so submitted will be returned by STC within a fortnight from the date of award of the tender. EMD deposited with STC will not be entitled for any interest.
7. The offer complete in all respects along with EMD in sealed envelope addressed to Mrs. Sushma Sachdev, Dy. Manager, The S.T.C. of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-1 should be dropped in the tender box kept at the above address.
8. The offer shall be lot-wise i.e. Blister, Matte, Scrap etc, but evaluation of the tender i.e. L1 will be arrived at by overall quote of all lots.

The following may also be compiled with:

- A. Each page of tender document must be signed by the bidder, as a token of their acceptance of the terms and conditions of this tender.
- B. Offer(s) incomplete or deficient, received late and/or not accompanied with valid EMD shall not be accepted.
- C. STC has the right to accept or reject the offer without assigning any reason whatsoever.

STC reserves the right to forfeit the EMD of successful bidder, in case the successful bidder fails to fulfill any term(s) and condition(s) of the contract.

9. EMD amount will be refunded only after the entire awarded quantity is lifted by the tenderer and there are no dues against the tenderer in respect of this particular tender.
10. Once the bid is submitted, it will be deemed that the bidder has satisfied himself/herself with the terms and conditions of the tender and will abide by the same. The bid once given shall not be allowed to be withdrawn.
11. Weights certified by the independent surveyors appointed by STC on approved weighbridge of STC or nominated by STC, after taking net and gross weights of the lorries/trucks shall be delivered weight which shall be final and binding on the buyer and which shall be the basis of issue of sale invoice at the rate accepted in the tender. This weighment shall mandatorily be done in the presence of STC's appointed surveyor. The weighment charges shall be to buyer's account.
12. The above stock is lying at CWC, JCL Plant will be sold on approved weighbridge of STC or nominated by STC in the manner mentioned in clause 10 above.
13. Any deterioration in quality/shortage in transit after delivery i.e. leaving the godown, the sole responsibility of the buyers and STC shall not be liable for any consequential claim, action and/or damages of whatever nature under Act/Rules/Regulations or otherwise.
14. The successful tenderer will indemnify STC for any liability arising out of the consequential claim/action and/or damages if any of whatever nature under any act or rules/regulations or otherwise.
15. The successful tenderer will be required to make payment by Bank Draft/Pay Order/through RTGS for full sale value of the quantity awarded plus applicable sales tax, local levies, cesses, etc if any, to STC within 5 working days after the date of acceptance of the tender by STC.
16. STC will issue Delivery Order after receipt of full payment as per clause 14 above.
17. The successful tenderer will be required to lift the entire quantity within 10 days after the date of issue of delivery order.
18. Time is essence of the contract, and in case of default by successful tenderer in making the payment and/or taking delivery within the prescribed period, as mentioned above the EMD so deposited by him/her with STC, shall be forfeited without any further notice/intimation and STC will be free to dispose of the un lifted quantity, if any. Since the quantities mentioned above are on approximate basis, the successful tenderer will also be required to lift excess quantity i.e over and above the quantity mentioned in delivery order, if any, at the same rate, terms and conditions.

19. STC reserves the right to accept or reject in full or in part any or all tenders at its absolute discretion without assigning any reason whatsoever.

IV PRICE:

Price to be quoted as per price bid format in **Annexure-II** on ex-warehouse “ as is where is basis”. All Taxes/Levies/Cess/Duty i.e all statutory dues shall be applicable extra at actual and shall be to the account of the buyer.

V SUBMISSION OF BIDS:

Prospective bidders may download the tender document from our website: www.stc.gov.in , www.eprocure.gov.in or www.tenders.gov.in and can also obtain a copy of same from Ms. Sushma Sachdev, Dy. Manager (Marketing) (Ph.011-23313177 extn.2162) / Mr. Deepak Mukharjee, Asstt. Manager, (011-23313177 extn.2288) Cabin no. 628, 6th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi.1 during office hours on any working day till one day prior to the opening of tender.

All bidders are required to submit their lot-wise offers in TWO BID SYSTEM i.e. in two separate envelopes labeled as “Techno-Commercial Bid” and “Price Bid – NOT TO BE OPENED” as per formats given in Annexure I and II respectively. Both the envelopes should be separately sealed and super scribed with Tender No. & Date, Name & Address of Bidder and Date of Tender Opening. Both envelopes should thereafter be kept in a single envelope and sealed. This envelope should also be super scribed with the Tender No., Item Description, Name & address of Bidder and the date of Tender Opening and shall be marked to Mrs. Sushma Sachdev, Deputy Manager (Marketing). The State Trading Corporation of India Ltd., Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110 001. No oral, telephonic, fax, telegraphic or email offers will be entertained.

1. The “Techno-Commerical Bid” sealed envelope must contain the following:
 - a) Duly filled, signed and stamped Techno-Commercial Bid Format as per Annexure I.
 - b) Original EMD in form of either Demand Draft or Pay Order for the quantity being quoted.
 - c) Complete set of STC’s Tender Document duly signed and stamped on each page as token of bidder’s acceptance of all terms and conditions of tender without any deviation.
 - d) Annexure II without filling the Quoted Prices.
2. The “Price Bid” sealed envelop must contain Price Bid showing prices quoted strictly in the format as per Annexure II or Tender document. The Price Bid must be duly signed and stamped by the bidder.

Offer having conditions/deviations are liable to be rejected at the sole discretion of STC. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid.

The bids complete in all respects should be submitted in sealed envelope latest by 1430 hrs on 04/09/2014 in the tender box kept at the Reception at Ground Floor of above address. Offers should be submitted in the Corporate Office (New Delhi) only. Offers received via e-mail, fax, etc. will not be considered and out rightly rejected. The bids shall be opened on the same day at Knowledge Centre, 4th Floor, STC's Office in the presence of the bidders' representatives desirous to be present. The time schedule of opening and closing of tender is as follows:

Tender Closing Time/Date	1430 hrs. (IST) on 4.9.2014
Tender Opening Time/Dated (Techno-Commercial Bids)	1500 hrs. (IST) on 4.9.2014
Tender Opening Time/Date (Price Bids of qualifying bidders)	1600 hrs. (IST) on 8.9.2014

Note:

Any further corrigendum/Addendum to the tender documents will be uploaded by STC only on websites: www.stc.gov.in , www.eprocure.gov.in or www.tenders.gov.in and no press advertisements shall be published for the same.

VI. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bids, the terms and conditions of tender alongwith the any amendment, bid of successful bidder(s), Letter of Award, Delivery Orders and Invoices issued by STC shall constitute the contract between STC and the successful bidder(s).

VII. PAYMENT:

The successful bidder will be required to make 100% payment including applicable taxes, levies to STC by way of Demand Draft / Pay Order / RTGS payment / Account Transfer in the favour of "The State Trading Corporation of India Limited", payable at Delhi for entire stock, within the period mentioned in LOA.

VIII. SURVEYOR:

A surveyor shall be appointed by STC to monitor and supervise the delivery of goods to the successful bidder(s). Cost of surveyor will be to the account of STC up to the stipulated period.

IX. LIQIDATED 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 off the leftover stocks at the risk, cost, consequences and expenses of the bidder, without giving any reasons/notice.
- b) EMD of the bidder shall be forfeited.
- c) The defaulter may be barred from participating future tenders of STC.
- d) Any other actions as deemed fit shall be taken by STC.

X. CANCELLATION OF CONTRACT:

If the successful bidder fails to fulfill their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of Bid Bond/EMD. STC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such cancellation of the contract.

XI. FORCE MAJEURE

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

XII. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will be applicable. The venue of the arbitration will be New Delhi only.

XIII: BIDDERS TO NOTE THAT :

- (1) The owner of the cargo is JCL and STC is only a 'pledgee' and ARCIL has ceded charge on the material. Further, ARCIL has no objection in disposing of the material duly pledged to STC lying in the godown of Central Warehousing Corporation at JCL premises at 747, G.I.D.C. Industrial Estate, Post Box No. 14, P.O. Jhagadia-393 110, Dist. Bharuch(Gujarat).
- (2) The material has been imported by JCL as actual users under Advance Licenses i.e., with certain duty concessions with casted re-export obligation over JCL.
- (3) There are special handling-licenses pertaining to the imported goods as part of the material is hazardous (all documents available with JCL).

- (4) The material stock position mainly contains copper reverts which has been converted by JCL and strictly speaking is not a raw-material which was purchased from STC. STC posses certificates issued by JCL regarding the copper contents in respect of the entire quantity of copper reverts.
- (5) The photocopy of import documents like Bill of Lading, Invoice, Assay Certificates are available with STC. For any information please contact Mrs. Sushma Sachdev, Dy.Manager(Marketing) (Ph.011-23313177 extn.2162)/ Mr. Deepak Mukherjee, Asstt. Manager (011-23313177 extn.2288) Cabin No.628, 6th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg New Delhi - 110001.

(Sushma Sachdev)

Dy. Manager
Off:23313177
Ext.2162

ANNEXURE I

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 registered users holding valid license no.datedand the same is valid. (attested copy enclosed).
2. We also undertake that the ____ purchased by us under the above scheme will be processed in our unit located at..... and sold in conformity with our license conditions.
3. We are not on any debarred/abeyance list of Government.
4. All Central or state, present or future taxes, duties, cesses, levies etc. as applicable will be extra on our account.
5. The offer is valid for your acceptance till one month from date of opening of tender.

Details of Earnest Money Deposit :

DD/PO/UTR No.	DATE	NAME OF BANK, (In case of RTGS- Name of STC's Bank and Branch)	Amount (INR)

Seal of the company

Name, Designation and Signature of Bidder

Date :

Place :

ANNEXURE II

PRICE BID against Tender for the sale of pledged copper

NAME OF THE BIDDER:

ADDRESS:

Telephone No:

Fax No:

Contact Person:

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

Seal of the company

Name, Designation and Signature of Bidder

Date :

Place :

