



**THE STATE TRADING CORPORATION OF INDIA LTD.**  
**No.55/2848,1<sup>st</sup> Floor, Cherupushpam Lane-1,Kadavanthara, Cochin-682020**

**“NIT FOR APPOINTMENT OF SURVEYOR FOR SUPERVISION OF  
EXPORT OF RED SANDERS WOOD AT COCHIN, KERALA”**

**Tender No.: STC/CHN/RS/SURVEYOR/2018-19/05**

**Dated: 26.11.2018**

**Last date of Submission: 03.12.2018 : 15: 00 Hours**

**Date of Opening: 03.12.2018 : 15: 30 Hours.**

The State Trading Corporation of India Ltd., A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi and having its Branch office at **No.55/2848, 1<sup>st</sup> Floor, Cherupushpam Lane-1, Kadavanthara , Cochin-682020** invites bids for appointment of Surveyor for supervision of Export of **101.30 MTs** of Red Sanders to be exported by STC on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are confiscated by DRI and are stored at various locations at Cochin.

Bidders are to be appointed for carrying out Survey/supervision of export of Red Sanders wood by STC,Cochin.

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

The Bidder should have sufficient experience in the field of Supervision of export of Red Sanders wood/wood logs, etc. and is required to submit documentary evidence in support of past experience alongwith copies of necessary registrations /accreditations with the concerned Authorities regarding survey/supervision work alongwith PAN,GST registration etc.

#### **B. LOCATION OF RED SANDERS :**

The details of locations of Red Sanders stock as provided by DRI is given hereunder:

<b>S.No.</b>	<b>Place and Location of confiscated/seized Red Sanders (Customs port/CFS address)</b>	<b>Approx. Qty. (in MT)</b>
1	Kerala State Warehousing Corporation, Eroor, Tripunithara, Ernakulam(1 <sup>ST</sup> LOT)	12.50
2	Kerala State Warehousing Corporation, Eroor, Tripunithara, Ernakulam(2 <sup>ND</sup> LOT)	27.30
3	Warehouse of Custom House, Cochin, EDC Building, W/Island, Cochin(ONE LOT)	11.215
4	M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin (1 <sup>ST</sup> LOT IN ONE CONTAINER)	13.51
5	M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin(2 <sup>ND</sup> LOT IN ONE CONTAINER)	13.27
6	M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin(3 <sup>RD</sup> LOT IN TWO CONTAINERS)	23.505
	<b>TOTAL</b>	<b>101.30</b>

#### **C. GENERAL TERMS & CONDITIONS:**

- I.** Red Sanders stock (in logs), lying at first three locations mentioned above(Sl. No.1-3) are in loose form and remaining three(Sl. No.4-6) in M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin are kept in four containers.
- II.** The Bidder is required to submit their quotes on lump sum basis (inclusive of all taxes) in Indian Rupees for Survey/Supervision of Red Sanders as per Table given above.
- III.** The red sanders wood lying in the above locations are graded into A, B, C and Non-red sanders wood. Loading into the containers is to be supervised grade-wise, etc as per the requirement of the foreign buyers except non-red sanders wood which will be surrendered to DRI/Customs.The quantity after grading is reported as 96.29405MTs including 1.1574 MTs Non-Red Sanders wood.

- IV. The bidder shall have to comply with all terms and conditions of the tender and submit a signed and stamped copy of the tender document(all pages) along with the bid as a token of acceptance of all terms & conditions without any deviation.
- V. The bidder shall be disqualified in case of furnishing incorrect/incomplete information and for not complying with the tender terms & conditions; the price bid of disqualified bidders shall not be opened.
- VI. The bidder should not have been black listed by any government agency/ PSU at the time of submission of bids. The bidder shall have to submit an affidavit (on stamp paper duly notarized) confirming this along with the bid (As per “Annexure-II”).

**D. SCOPE OF WORK:**

- 1. Survey of Containers at the container yard and certifying fitness of containers for storage/stuffing of Red Sanders(RS) Wood logs.
- 2. Supervision of loading of Red Sanders wood grade-wise while stuffing into containers at the godowns and segregating Non-Red Sanders Wood for handing over to DRI/Customs on completion of loading.
- 3. Weighment of containers before and after stuffing the Red Sanders wood and certifying the same.
- 4. Sealing of containers at the godown or warehouse after completion of loading/ stuffing of the Red Sanders wood cargo.
- 5. Reporting on a daily basis when the export operation is underway and submission of a detailed report of the cargo exported as required by the Importer/STC consisting of container-wise stuffing/ weighment details at various locations, number of logs, grade etc. after successful/satisfactory completion of supervision of export of Red Sanders wood.

**E. OTHER TERMS & CONDITIONS:**

- 1. The bidder shall not be allowed to take out any material from the specified locations under any circumstances. The goods will continue to be in the custody of the Agency holding custody of goods.
- 2. The bidder will be required to complete the assigned job as per the shipment schedule/plan as intimated by STC from the date of issue of Letter of Award.
- 3. The bidder has to submit an EMD of Rs.15,000/- (Rs. Fifteen Thousand only) along with bid by way of Crossed Demand Draft drawn on any Scheduled Bank (other than co-operative bank) payable at Cochin, Kerala in favor of "STC of India Ltd.". Any bid not accompanied with EMD will be summarily rejected.
- 4. EMD of the unsuccessful Bidder(s) will be refunded within seven (7) working days after the finalization of the tender. However, in the case of successful bidder(s) the EMD will be treated as Security Deposit/Performance Guarantee and will be refunded/ adjusted only after completion of the entire contract to the satisfaction of STC. No interest shall be payable either on EMD/Security Deposit.

5. STC may reject any or all the bids at its own discretion without assigning any reasons thereof.
6. The bidder shall be responsible for employing equipments, tools, labour/ workmen at the site in compliance of the prevailing Labour Laws of India at their own cost. STC shall not be liable for any claims/ liabilities arising due to any mis-happening/ accident of workmen deployed by the Bidder for supervision of export of Red Sanders. STC shall also not be liable for any other liability arising out of non-compliance of Labour Laws.
7. In case the Bidder fails to perform, render, execute, fulfill, carryout, discharge or handle any of their work, services/ obligations, responsibility and liabilities under the contract, STC shall be entitled to terminate the contract. Any damages/ cost arising out for arrangement of alternate source shall be the sole responsibility of the Bidder. Also in case of violation of terms & conditions of the tender, violation of any statutory regulations, local laws, STC shall reserve the right to terminate the contract.
8. The Bidder shall have to submit contact details of the authorized officials viz.name & address, telephone/mobile No., email ID for correspondence, GST certificate /PAN card copy etc.
9. Bidder shall keep STC fully indemnified against any claims, losses/damages whatsoever that may be incurred in the process of supervision of export of Red Sanders.

**F. SUBMISSION OF REPORT:**

The bidder will have to send a report on daily basis regarding stuffing/movement of containers location-wise, grade-wise, etc. After successful/satisfactory completion of supervision of export of Red Sanders from all the specified location(s), the bidder shall submit a detailed report of the cargo exported consisting container-wise stuffing/ weighment details at various locations, number of logs, grade, etc within the stipulated time schedule.

**G. RATES:**

The Rates payable by STC to the bidder under the contract shall be firm on lumpsum basis godown/location-wise.

**H. COST AND VALUE OF THE WORK:**

The tentative cost/value of the work awarded as per the rate quoted will vary as per the actual handled/shipped quantity of Red Sanders Wood .

**I. PAYMENT:**

Complete payment plus applicable taxes shall be released to the bidder on successful/satisfactory completion of work and submission of a detailed report as specified in clause (F) above on submission of Bills in Duplicate.

**J. TAXES:**

All present and future statutory taxes levied by the Central/State Governments during the currency of the contract shall be applicable for payments to the bidder and a statement/certificate to this effect will be issued to the bidder.

**K. ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

The bidder shall not sub-contract, transfer, assign or otherwise part with the work /obligations assigned to be performed by the bidder in terms of this tender.

**L. AMENDMENTS:**

The bidders are advised to check STC's website [www.stclimited.co.in](http://www.stclimited.co.in) regularly for any amendments/ clarifications.

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

The bidders may download the tender document from our website [www.stclimited.co.in](http://www.stclimited.co.in) and can also obtain a copy of same from Mr. Sunu Geo Thomas, Manager (Marketing), The STC of India Ltd., STC, No.55/2848( old no.53/522),1<sup>st</sup> Floor, Cherupushpam Lane-1,Kadavanthara, Cochin-682020 during office hours on any working day till 30.11.2018.

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as "Techno- Commercial Bid" and the other as "Price Bid" as per formats given in Annexure IA and IB respectively. Both the envelopes should be separately sealed and superscribed with Tender No. & date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be superscribed with the Tender No.& date, Name & address of the Bidder and shall be addressed to The Branch Manager, The State Trading Corporation of India Ltd, No.55/2848(old no.53/522),1<sup>st</sup> Floor, Cherupushpam Lane-1,Kadavanthara, Cochin-682020. Offers over phone, fax or email will not be entertained.

1. The envelope superscribed as "Techno- Commercial Bid" must contain the following:
  - a) Duly signed and stamped Techno- Commercial Bid as per Annexure "IA".
  - b) Demand Draft of Rs. 15000/- towards EMD.
  - c) Signed and stamped copy of tender Document( all pages).
  - d) Affidavit as per Annexure "II" on stamp paper duly notarised.
  - e) Proof of Experience.
  - f) Copy of PAN/GST registration details.
  - g) Copies of registrations /accreditations from the concerned agencies/authorities regarding supervision/survey work.
  
2. The "Price bid" sealed envelope must contain Price Bid showing prices quoted strictly as per the Annexure "IB" of tender document. The Price Bid must be duly signed and stamped by the bidder.

**NOTE: -Conditional offers 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 bids complete in all respects should be submitted in sealed envelope latest by **15:00 hrs on 30.11.2018** in the tender box kept at the STC office at above mentioned address. Offers should be submitted in STC's Branch Office (Cochin) only. The techno-commercial bids shall be opened on the same day at STC, Cochin office in the presence of the bidders' representatives desirous to be present. The time schedule of the tender is as follows:

Pre-Bid Meeting Time/Date	15.00 hrs. (IST) on 28.11.2018
Bid Submission Start Time/Date	11.00 hrs. (IST) on 26.11.2018
Tender Closing Time/Date	15:00 hrs. (IST) on 03.12.2018
Tender Opening Time/Date (Techno-Commercial & Price Bids)	15:30 hrs. (IST) on 03.12.2018

The Bids shall be valid for 150 days from the date of submission.

**N. INDEMNITY:**

1. The Bidder will indemnify STC of all legal/other obligations of its professionals/employees deployed for STC work.
2. STC also stand absolved of any liability on account of fraud or breach of trust caused by the bidder employees deployed for the performance of work and also for any damages or compensation due to any dispute between the bidder and its employees.
3. 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 including DRI or any Government agencies/departments or bidder deployed employees.
4. The bidder also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree/award/ruling/order obtained against the bidder having tendency to be enforced against the STC. Also the STC shall be indemnified ,from any consequent act 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 incurred or imposed upon.

**O. ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, operation or effect of this contract 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.

**P. FORCE MAJEURE CONDITIONS:**

If during the existence of the contract, either party is unable to perform in whole or in part any obligations under this contract due to conditions/circumstances outside the contracting parties' control such as (but not limited to) War, Hostility, Military Operation or Civil Commotion, Sabotage, Quarantine Restrictions, Acts of God and of Govt. (including but not restricted to prohibition of exports or imports), Fires, Flood, Explosions, Epidemics, Strikes and any other labour trouble, Embargoes, then the date of fulfilment of any obligations, engagements shall be postponed during the time such circumstances are operative. If operation of such circumstances exceeds three months, either party shall have the right to refuse further performance of the contract, in such case neither party shall have the right to claim eventual damages. The party, which is unable to fulfil its obligations under the present contract within 15 days of the occurrence of any of the causes mentioned above, shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or concerned Governmental authorities in the country from where the goods are to be sold or that of the Buyer as the case may be shall be sufficient proof of the existence of the above circumstance and their duration. Non-availability of material and finance other than the conditions indicated above will not be an excuse to the Tenderer for not performing the obligations under this contract

**Q. APPLICABLE LAW AND JURISDICTION:**

The work of bidder will be governed by the laws and procedures framed by the Govt. of India and within the framework of applicable legislation and enactments/amendments made from time to time. All the legal disputes between the STC and the Bidder shall be governed by the Courts/Tribunals/Forums situated in Cochin which shall have exclusive jurisdiction ,to entertain such disputes. Any reference to the High Court in terms of jurisdiction for any disputes shall be the High Court having the control over the courts situated at Cochin.

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**ANNEXURE I(A)**

**TECHNO-COMMERCIAL BID**

TENDER NO: **STC/CHN/RS/SURVEY/2018-19/05**

**DATED: 26/11/2018**

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

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

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

PAN No. \_\_\_\_\_

GST No. \_\_\_\_\_ e-mail id: \_\_\_\_\_

Licence/Registrations/Accreditations with the concerned Authorities regarding  
Survey/Supervision work-

\_\_\_\_\_

Name of Authorized Contact Person \_\_\_\_\_

**DETAILS OF EARNEST MONEY DEPOSIT:**

Demand Draft/Pay Order number & Date (To be attached in Original)

\_\_\_\_\_

Name & branch of the Issuing Bank \_\_\_\_\_

Amount Rs. \_\_\_\_\_

Declaration-

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions. Copies of PAN and GST registration are also attached.

Name and Designation of the Bidder: \_\_\_\_\_

Signature & stamp of the Bidder: \_\_\_\_\_

Date:



**ANNEXURE 1-B**

**PRICE BID**

Services	Detail of Warehouses along with approximate quantity available in each warehouse. Qty in MTs(Approx.)		Rate/MT (in Rs.)	GST/Taxes	Total (in Rs.) incl. of all taxes
	Warehouses	Approx. Qty in MTs			
Survey/ Supervision of Export of Red Sanders Wood seized by DRI as per Tender Document.	Kerala State Warehousing Corporation, Eroor, Tripunthara, Ernakulam	27.30			
	Kerala State Warehousing Corporation, Eroor, Tripunthara, Ernakulam	12.50			
	Warehouse of Custom House, Cochin, EDC Building, W/Island, Cochin	11.22			
	M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin	13.51			
	M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin	13.27			
	M/s Falcon Infrastructures, CFS, Kalamasserry, Cochin	23.51			
	<b>TOTAL</b>	<b>101.30</b>			

**The tentative cost/value(lumpsum) of the work as per the above mentioned rates is**

**Rs.....(Rupees.....)**

**NOTE:-**

- I. Bidder to specify current applicable GST/other taxes, if any. STC will pay these taxes extra at actuals and as per the rates prevailing on the date of invoice.
- II. In case of any changes in rates of GST / other taxes, the bidder will intimate STC about the same along with Documentary evidence.
- III. The evaluation of bids will be done based on the total cost to STC /DRI as on the date of tender opening i.e. after including the applicable GST/other taxes in addition to the lumpsum charges.
- IV. The tentative cost/value of the work awarded as per the rate quoted will vary as per the actual handled/shipped quantity of Red Sanders wood.

Name and Designation of the Bidder: \_\_\_\_\_

Signature & stamp of the Bidder: \_\_\_\_\_

Date:

AFFIDAVIT

Affidavit of Shri \_\_\_\_\_ S/o \_\_\_\_\_ aged about \_\_\_\_\_ years R/o \_\_\_\_\_.

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

1. That I am working as \_\_\_\_\_ ( Name & address of the bidder)
2. That bidder is submitting a bid in response to invitation for bid by STC vide tender no. **STC/CHN/RS/SURVEYOR/2018-19/05** dtd.26.11.2018 for Appointment of Surveyor for Supervision of export of red sanders wood at Cochin.
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, which is still in force.
4. 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 including forfeiture of EMD/ Performance Guarantee.

DEPONENT

Verification:

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of my above affidavit 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

