

**THE STATE TRADING CORPORATION OF INDIA LTD**

(A GOVT. OF INDIA ENTERPRISE)

5th Floor, Moguls Court, Basheerbagh, Hyderabad- 300001

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**TENDER FOR SALE OF METALLURGICAL COKE**

**Tender Ref. No. STC/HYD/HC/SALE/2014-15/01 DATED 31/12/2014**

**Closing of the Tender: 02/02/2015 1500 HOURS**

**Opening of the Bids: 02/02/2015 1600 HOURS**

**I. INVITATION FOR BIDS:**

The STC of India Ltd., Hyderabad invites sealed offers in two parts bidding system from interested buyers for sale of following material on AS IS WHERE IS AND EXGODOWN BASIS:

| S.No. | Name of Item       | Qty .in Mts.(Approx.) | Location  |
|-------|--------------------|-----------------------|---|
| 1     | Metallurgical Coke | 13751.400             | M/s Origo Commodities India Pvt Ltd, Dankuni Steel Plant, Dushi village, Srikakulam, Andhra Pradesh |

Notes:-

- a) STC is selling this material as a Pledgee.
- b) The approximate offered quantity is 13751.400. However the actual saleable quantity may vary depending upon the actual availability at the said Warehouse.
- c) Minimum quantity for which the bids have to be submitted is 3000 MTs. Bidders may quote for any quantity from 3000 MTs (Minimum) to 13751.400 MTs.
- d) Final saleable quantity can be increased or decreased at the sole discretion of STC depending on the availability of the material at warehouse 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.
- e) 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.
- f) 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.
- g) Tender participants are advised to visit the warehouse 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- Godown basis. No complaints/Claims on STC pertaining to quality/quantity of stocks etc. shall be entertained.

- h) All charges including labour charges for lifting of stocks at godowns are to the account of buyer.
- i) For pre inspection of the cargo, and for inspection of relevant original import documents including documents like Invoice, Quality/Inspection Certificate etc. contact person at the above mentioned warehouse is Shri N Sathish (Mobile No. 9666111879).

Before visiting the warehouse, the tender participants are requested to give prior information to STC Hyderabad officials namely Mr. N. Sarat Babu, Deputy General Manager, STC Hyderabad (Mobile No. 9030000392) or Mr. Ankit Gupta, Assistant Manager (Mobile No. 9650557739), who shall advise Mr. N Sathish to allow inspection of cargo.

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

- a) Each page of tender document must be duly 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 reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
- d) 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 to be quoted as per price bid format in **Annexure-II** on “As is where is and ex-godown 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 tenderer for quantity not less than 3000 MT.

## **IV. VALIDITY**

Bid must remain valid for a period of **90 days** from the date of closing of tender i.e 02/02/2015

## **V. EMD**

- a) Bid shall be accompanied with a Bid Bond/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 tenderer and there are no dues against the tenderer in respect of this particular tender.
- d) Bids received without EMD of the requisite amount shall be summarily rejected.

- e) 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. The offer complete in all respect along with EMD in sealed envelope should be addressed to Deputy General Manager, The S.T.C. of India Limited, 5th Floor, Moguls Court, Basheerbagh, Hyderabad -500001 and dropped in the tender box kept at the above address.

## **VI. DELIVERY**

- a) Deliveries can be made in multiple lots, with a minimum lot size being of 1500 MTs. For each lot, on the request of the buyer, Delivery Order shall be issued by STC's Hyderabad branch only against 100 % advance cash payment for that lot.
- 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 off 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 tenderer 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 tenderer 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 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

## **VII TERMS AND CONDITIONS:**

- a) The stocks as mentioned above are available for sale on "**AS IS WHERE IS AND EXGODOWNBASIS**". Material can be inspected visually at the site.
- b) The bidder has to make its own arrangement for packing/transporting of the cargo to take delivery.
- 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) The above stock is lying at DSL Plant, Dusi village, Srikakulam and will be sold on the weighbridge approved by STC or nominated by STC in the manner mentioned in clause 4 above.
- f) Any deterioration in quality/shortage in transit after delivery i.e. after leaving the warehouse/godown, 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.
- g) 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.
- h) 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 may download the tender document from our website: [www.stc.gov.in](http://www.stc.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) and can also obtain a copy of same from The S.T.C. of India Limited, 5th Floor, Moguls Court, Hyderabad -500001 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 labelled as "Techno-Commercial Bid" and "Price Bid – NOT TO BE OPENED" as per formats given in Annexure I & II respectively. Both the envelopes should be separately sealed and superscribed 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., Name & address of Bidder and the date of Tender Opening and shall be marked to Deputy General Manager, The S.T.C. of India Limited, 5th Floor, Moguls Court, Basheerbagh, Hyderabad -500001. No oral, telephonic, fax, telegraphic or email offers will be entertained.

1. The "Techno-Commercial 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 Demand Draft/Pay Order/RTGS for the value specified.
  - c) Complete set of STC's Tender Document duly signed and stamped on each page as a token of bidder's acceptance of all terms and conditions of tender without any deviation.
2. The "Price Bid" sealed envelope must contain Price Bid showing prices quoted strictly in the format as per Annexure II of 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 1500 hrs on 02/02/2015 in the tender box kept at The S.T.C. of India Limited, 5th Floor, Moguls Court, Hyderabad -500001. Offers received via email, fax, etc. will not be considered and out rightly rejected. The bids shall be opened on the same day at 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: 1500 hrs. (IST) on 02/02/2015

Tender Opening Time/Date: 1600 hrs. (IST) on 02/02/2015

(Techno-Commercial Bids)

Tender Opening Time/Date: 1600 hrs. (IST) on 02/02/2015

**Note:** Any further corrigendum/Addendum to the tender documents will be uploaded by STC only on websites: [www.stc.gov.in](http://www.stc.gov.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 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, 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 Bid Bond/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. INDEMNIFICATION**

This bidder agreed in all times hereinafter, indemnify and keep STC &/ or its employees fully indemnified and hold harmless from and against any and all actions, claims, demands, proceedings, losses, damages, costs, charges, fines, penalties and liabilities of whatsoever nature caused to STC arising out of the actions of the bidder.

### **XVII. SEVERABILITY**

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in the documents constituting the contract will not affect the validity or enforceability of the remaining portions or any part of the documents constituting the contract.

### **XVIII. ALTERATIONS, AMENDMENTS AND WAIVERS**

No alteration, amendment or waiver of documents constituting the contract or of any of its terms, provisions, or conditions will be binding upon STC unless made in writing and with the consent of the STC or its authorized representative.

## **XIX. JURISDICTION**

All suits and proceedings relating to any disputes or any claims arising out of or in the course of performance of the contract shall be filed only in the courts of Hyderabad, Telangana.

## **XX: BIDDERS TO NOTE THAT:**

1. It shall be the sole responsibility 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. 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 Ref. No. STC/HYD/HC/SALE/2014-15/01 Dated: 31/12/2014**

We have carefully gone through the terms and conditions of the Tender Document and here by agree to abide by the same for the fulfilment 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 Ref. No. STC/HYD/HC/SALE/2014-15/01 Dated 31/12/2014**

**PRICE BID against Tender for the sale of pledged Metallurgical Coke**

NAME OF THE BIDDER:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

CONTACT PERSON:

| Sl. No | Material Approx    | Quantity (in MTs) | Rate Offered(PMT) | Total Amount |
|--------|--------------------|-------------------|-------------------|--------------|
| 1      | Metallurgical Coke |                   |                   |              |

Minimum Bid quantity is 3000 MTs. Bidders can quote for any quantity from minimum of 3000 MTs up to a maximum 13751.400MTs.

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

Seal of the company

Name, Designation and Signature of Bidder

DATE:

PLACE: