



**THE STATE TRADING CORPORATION OF INDIA LTD.
Jawahar Vyapar Bhawan, Tolstoy Marg
New Delhi-110 001**

**GLOBAL TENDER FOR EXPORT OF 371.753 MT
“RED SANDERS”**

TENDER No. STC/CO/MKTG/RS/2015-16/01.

29/05/2015

- **Pre Bid Conference** At 1400 Hrs. (IST) on **12/06/2015**
- **Tender closing time/ date** At 1400 Hrs. (IST) on **29/06/2015**
- **Tender Opening time/ Date
(Techno-Commercial Bids)** At 1500 Hrs. (IST) on **29/06/2015**
- **Tender Opening Time/Date
(Price Bids of qualified Bidders)** At 1500 Hrs. (IST) on **01/07/2015**

The State Trading Corporation of India Ltd, a Govt. Of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from interested overseas buyers for export of 371.753 MT of Red Sanders logs in loose form of Indian origin lying at Sanjgaon and Speedy Multimode CFS, Maharashtra, on FOB, Mumbai port, India.

The stocks of Red Sanders are in the possession of Directorate of Revenue Intelligence (DRI), Govt. of India and are stored at Sanjgaon and Speedy Multimode CFS, (Maharashtra) India.

A. QUALIFICATION CRITERIA FOR BIDDERS:

STC hereby invites bids for export of Red Sanders from interested overseas Bidders or through their authorized representatives in India who fulfill the following eligibility criteria:-

I. Technical:

- i. The bidder should have 3 years experience in import & export.
- ii. Bidder should have valid membership certificate preferably from a local chamber of commerce or the local chamber must introduce the Bidder.
- iii. The Bidder should not be a entity blacklisted by any Indian govt. agency and they should not export back the red sanders into India and there is no deviation in the tender terms. (A declaration as per Annex II).

II. Financial:

- i) The bidder should have minimum turnover of US\$ 3 million during the last financial year and cumulative turnover of US\$ 5 million during the last 3 financial years.
- ii) The bidder should have registration with any Tax/Trade Licensing Authority in their country.
- iii) The Bidder should be financially sound (Bank Report or Solvency Certificate from their Banker, equivalent to US\$ 1 million to be enclosed).
- iv) In case of currency other than US\$, same will be converted in US\$ as per RBI Reference Rate on Tender Opening Date.

Note: Bidders to submit documents in support of I & II above.

B. LOCATIONS & QUANTITY:-

- i) 371.753 MT Red Sanders stock logs are lying at CWC/ Customs warehouses at RFO, Sanjgaon and Speedy Multimode, CFS, Maharashtra (India) in loose form.
- ii) Shipment period: - **Latest by 15th September, 2015.**
- iii) Price: To be quoted on complete lot basis in US\$, FOB, Mumbai port for each lot. Goods will be invoiced on B/L weight basis as per Inspection report.

Location and lot-wise stock position of Red Sanders is as under (also see **Annexure- I**):

S.No.	Place and location of Red Sanders (customs port CFS / Warehouse address)	Lot No.	Quantity (MTs)
1.	RFO, Sanjgaon, Mumbai	1	46.611
2.		2	37.049
3.		3	22.713
4.		4	10.652
5.		5	32.380
6.		6	8.166
7.		7	6.980
8.		8	9.960
9.		9	5.979
10.		10	13.493
11.		11	10.705
12.		12	9.540
13..	Speedy Multimode CFS, Mumbai*	12	6.670
14.		13	8.468
15.		14	9.083
16.		15	11.829
17.		16	12.577
18.		17	11.449
19.		18	8.640
20.		19	11.895
21.		20	12.179
22.		21	4.950
23.		22	22.180
24.		23	21.184
25.		24	9.307
26.		25	7.650
	TOTAL:		371.753

*A complete Grading list showing length, width, Girth, weight, Grade etc. in respect of stock at Speedy Multimode is available for inspection for bidders, with Sh. S.L. Manager, STC, 6th Floor, New Delhi.

C. COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from STC website : www.stc.gov.in Or www.eprocure.gov.in/ www.tenders.gov.in from **29th May, 2015 to 29th June, 2015**. Participating bidders will be required to make a non-refundable payment of Rs.6,500/- (Rs.Six thousand five hundred only) inclusive of 5% VAT, by Demand Draft or Pay Order in favour of “STC of India Ltd.” Payable at New Delhi Or in US\$ 100 (US Dollars One hundred only) inclusive of 5% VAT, payable through SWIFT in STC’s account at:

Beneficiary name :The STC of India Ltd
Account No. : 200000550077.
IFSC Code : INDB0000005.
Name of Bank :Indusind Bank, Dr. Gopaldass Bhawan, 28, Barakhamba
Road, New Delhi 110 001. (India)
SWIFT Code : INDBINBBNDH.
AD Code : 6380006 -2900009.

D. PRE BID INSPECTION BY BIDDERS:-

The interested Bidders may inspect the goods prior to submission of their Bids from **3rd June, 2015 to 4th June, 2015** between 1100 Hrs to 1700 Hrs. at their own expense with prior permission from Mr. Ravi Jadhav, Chief Manager (Marketing) STC of India Ltd, B-1-201, Marathon Nextgen Inova, Opp: Peninsula Corporate Park, Off. Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400 013 (India) [Phone Nos.91-22-24919285, 022-24951782, Fax No.+91-22-24902411, 022-24955264, E.Mail: ravijadhav@stc.gov.in] Or sending a request on mumbai@stc.gov.in in writing for satisfying themselves about the quality and quantity of each lot. The L/C will not allow any third-party certification for quality/ quantity as the goods are being sold on ‘As is Where Is Basis’ and the quality declared as per Grading Agency/ Forest Department certificate/ document will be final.

E. PRE BID CONFERENCE:-

A pre-bid conference will be held on **12th June, 2015 at 14.00 Hrs.** in STC’s Corporate Office at New Delhi wherein the interested Bidders can seek clarification(s) on issues related to the tender. The interested bidders may attend the Pre Bid Conference after submitting the request letter along with receipt /proof of tender fee deposited by them.

F. TERMS & CONDITIONS:-

- i. STC reserves the right to ask bidders for furnishing additional documents/ details other than those specified in the tender, if deemed, necessary.
- ii. No joint venture / consortium bids will be acceptable and such bids shall be summarily rejected.
- iii. The Bidders shall undertake to abide by the statutory regulations/ conventions/ policies of Indian Government issued during the currency of the contract.
- iv. STC reserves the right to accept/ reject any or all of the bids against the tender without assigning any reason thereof.
- v. Authorized representative/ agents of foreign buyers are allowed to submit only one bid on behalf of the bidder for a lot. Submission of multiple bids against any lot by the same agent shall be summarily rejected.
- vi. Incomplete and unsigned bids shall not be considered and shall be summarily rejected.
- vii. If any information furnished by the bidder is found to be incorrect/false, STC reserves the right to disqualify the bidder and terminate the contract at any stage of its execution.
- viii. Bids must be submitted in English language only. In case any of the bid documents are not in English language, Bidders will also be required to submit certified translated copies alongwith the original bid at their own cost.

G. EARNEST MONEY DEPOSIT (EMD) :

The bidder has to deposit EMD in the form of Bank Guarantee as per (**Annexure-III**) in “US Dollars” in favor of “The State Trading Corporation of India Limited, New Delhi, India” encashable at the counter of any bank in New Delhi, for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs, with validity period of at least 180 days from the date of submission of bids. EMD of the unsuccessful Bidders will be returned after **10 working days** from the date of Letter of Award* to successful bidder. EMD will not bear any interest and will be refunded to the unsuccessful bidders strictly in the same Bank Account from which the EMD has been originally remitted to STC.

In case a Bidder is quoting for multiple lots, they will be required to deposit separate EMD for each lot for the total number of lots being quoted.

Note: * The Exchange Rate loss, if any, accrued in such a situation shall be to the bidder’s Account.

H. PERFORMANCE BANK GUARANTEE (PBG)

The successful bidder will be required to remit the balance payment in total by T.T./SWIFT or submit Performance Bank Guarantee (PBG) encashable at the counter of any Bank in New Delhi, for 5% value of the awarded quantity, valid for at least 180 days from the date of issue within **Seven(7) working days** from the date of issue of Letter of Award (LOA) (as per the format **Annexure-IV**).

In case the successful bidder does not remit 5% value of PBG or submit the equivalent PBG within the stipulated time, then the EMD submitted shall stand forfeited by STC.

I. ADVANCE PAYMENT & NBA CHARGES:

Bidders submitting 5% PBG, will be required to deposit advance payment of 20% of the Bid value through banking channels in STC’s Account Number given at Clause ‘C’ within **7 working days** of submitting the signed LOA which will also be treated as total Performance Guarantee (in addition to 5% PBG). As per the prevalent rules/ guidelines the 5% of the FOB value will have to be paid to National Bio-diversity Authority out of aforesaid 20% advance payment collected from successful Bidders to avoid cash outflow situations.

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee.

J. TERMS OF PAYMENT:

The successful Bidders shall have to make payment through Confirmed irrevocable, Letter of Credit (L/C) payable at Sight, covering 80% (with +/- 5% tolerance) value of contract quantity of the goods on FOB Mumbai Port basis, to be established within **Ten (10) working days** of signing the Contract, through any first class International bank in favor of “The State Trading Corporation of India Ltd., New Delhi, India”, to be advised through Indian Overseas Bank (IOB), F-47, Malhotra Building, Janpath, New Delhi

110001 or IndusInd Bank, Dr. Gopaldas Bhawan, 28, Barakhamba Road , New Delhi 110001 negotiable at the counters of any bank in India.

Successful Bidders who wish to make Cash payment towards 80% value of contract in lieu of payment by L/C can deposit the funds equivalent to value of contract in STC's Account with Indusind Bank, details of which are given in Clause C.

K. SUBMISSION OF BIDS & VALIDITY:

The Bidders are required to submit complete bids in TWO BID SYSTEM i.e. in two separate sealed envelopes, one superscribed as "Techno- Commercial Bid" and the other as "Price Bid" alongwith Tender No., date, Name & Address of the Bidder strictly as per formats given in **Annexure V(A) and V(B)** respectively.

Both envelopes should thereafter be kept in a single third envelope, sealed and superscribed with Tender No., date, Name & address of the Bidder and submitted in the Tender Box kept at Ground Floor Reception in STC's Corporate Office at JawaharVyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110001 latest by 14:00 Hrs. on 29.06.2015 . Bids sent by post should be addressed to Mr. S.L. Mahajan, Manager, S.T.C, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi. Offers over phone, fax or email will not be entertained. For any information/ clarification, Bidders may contact 011-2346 2418 (S.L.Mahajan) & 011-2346 2088 (Ashok Kumar) during office hours.

1. The envelope superscribed as "Techno Commercial Bid must contain following documents related to qualification and must not contain Price Bid :
 - a. Duly signed & stamped Techno-Commercial Bid as per **Annexure V(A)**.
 - b. Proof towards payment / receipt of Tender Cost.
 - c. BG or TT/ Swift Advice towards EMD of US\$ 5000 or US\$ 10,000 as the case may be for each lot of bid quantity (**Annexure - III**).
 - d. Signed and stamped copy of complete tender document as a token of Acceptance.
 - e. Authority letter from Overseas Principals in favour of Authorized Representative.
 - f. Documents in support of last 3 years import export experience Or Certificate of Auditors/ Chartered Accountants certifying turnover of import –exports of last 3 Financial Years.
 - g. Bank Report Or Solvency certificate from Bidder's Banker to the extent of US\$ 1 million to be furnished.
 - h. Bidder's valid membership certificate or Letter of introduction from local Chamber of Commerce.
 - i. Copy of Tax registration Certificate/Trade license, issued by the Authority.
 - j. Declaration as per **Annexure –II**.
2. The "Price bid" sealed envelope must contain duly signed and stamped Price Bid showing prices strictly as per the Annexure-V-(B) of tender document.

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 techno commercial bids shall be opened on 29.06.2015 at 15:00 Hrs. in STC office, New Delhi in the presence of the bidders' or their representatives desirous to be present. The time schedule of opening and closing of tender is as follows:

Tender Closing Time/Date	14:00 hrs. (IST) on 29.06.2015
Tender Opening Time/Date	15:00 hrs. (IST) on 29.06.2015 (Techno-Commercial Bids)

The Price bids of only Techno-Commercially qualified bidders shall be opened at 15:00 hrs. (IST) on 01.07.2015 in the presence of Bidders or their Authorized Representative.

L. EVALUATION OF PRICE BIDS :

- i) Price bids of only techno-commercially acceptable bidders meeting the pre-Qualification criteria shall be opened. The price Bids shall be checked for arithmetic correctness, if any, based on rate quoted by the Bidder in the Schedule of Rates.
- ii) If some discrepancies are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.

M. AWARD OF BID:

H1 bidder will be calculated for each lot. Each lot will be awarded to its corresponding H1 Bidder. In case, the H1 bidder fails to submit PBG then the offer shall be given to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PBG or rejects the offer, then the offer shall be given to H3 bidder at H1 bidder's price. This option ,however, shall be restricted only up to H3 bidder.

The Bidder, whose bid is accepted by STC, shall be issued Letter of award (LOA) and the Bidder shall have to confirm acceptance within **Five (5)** working days by returning a signed copy of the LOA alongwith PBG.

N. VALIDITY OF BIDS:

The bid should be valid for at least Six (6) months from the date of submission of bids. However the bidder agrees to extend the bid for a further period of (3) months on the existing terms and condition in case the same is desired by STC. The validity of the bids may be extended for a further period on mutual consent.

O. INSURANCE:

The goods will be sold on FOB basis at Mumbai port, hence, insurance from Load port to discharge port will be to the account of the bidder.

P. INDEMNITY :

The Bidder shall keep STC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

Q. DISCLAIMER:

STC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

STC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

R. JURISDICTION:

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

S. FORCE MAJEURE:

- i) Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii) If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- iii) If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv) The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
- v) A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

T. GENERAL TERM:

It is expressly understood and agreed by and between STC and Agency that STC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agree, acknowledge and understand that STC is not an agent, Representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

U. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity 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. The venue for Arbitration shall be New Delhi. The appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall govern this Contract.

LIST OF ANNEXURES

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LOT-WISE & GRADE-WISE DETAILS OF RED SANDERS

Note: The lots no.1-8 are lying in loose stacking form and Lot Nos.9-12 in containers at Sajangoan and lot no 13-26 at Speedy Multimode CFS in containers. A complete Grading list showing length, width, girth weight etc., in respect of stock at Speedy Multimode is available for inspection by Bidders with Mr. S.L.Mahajan, Manager, 6th Floor, STC, New Delhi.

Lot No.	Identification of lot	Grade	No. of Logs	Grade wise weight approx. (MT)	Total Lot weight (MT)
1.	File No- DRI/MZU/C/INV- 13/2004-05	A	6	0.170	46.611
		B	128	3.910	
		C	401	11.081	
		N	1254	31.450	
2.	File No- DRI/MZU/G/INV- 09/2005-06	B	55	1.652	37.089
		C	508	15.104	
		N	863	20.333	
3.	File No- DRI/MZU/NS/ INV-01/2005-06	A	11	0.401	22.713
		B	129	4.199	
		C	390	10.623	
		N	335	7.490	
4.	File No- DRI/MZU/NS/ INV-06/2005-06	C	74	2.077	10.652
		N	317	8.575	
5.	File No- DRI/MZU/NS/ INV-07/2005-06	B	64	1.987	32.380
		C	604	16.498	
		N	597	13.895	
6.	File No- DRI/MZU/NS/ INV-08/2005-06	B	2	0.057	8.166
		C	95	2.434	
		N	279	5.675	
7.	File No- DRI/MZU/NS/ INV-09/2005-06	B	23	0.781	6.980
		C	98	2.834	
		N	132	3.365	
8.	File No- DRI/MZU/C/INV- 16/2004-05	B	30	0.946	9.960
		C	164	4.416	
		N	216	4.598	
9.	BAXU2620507	B	6	0.187	5.979
		C	189	5.792	
10.	BAXU2629356	A	2	0.163	13.493
		B	35	1.155	
		C	434	12.175	
11.	BAXU2631590	B	6	0.189	10.705
		C	402	10.516	
12.	ZIMU2272012	B	10	0.190	9.540
		C	389	9.350	
13.	FCIU2168740	B	11	0.296	6.670

		C	241	6.374	
14.	APZU3911587	A	6	0.225	8.468
		B	44	1.193	
		C	256	7.050	
15.	TCKU3656312	C	399	9.083	
16.	ETEU2326256	A	9	0.281	11.829
		B	135	4.184	
		C	258	7.364	
17	BAXU2649500	A	26	1.045	12.577
		B	52	1.695	
		C	388	9.837	
18.	TGHU0159279	A	52	0.924	11.449
		B	107	2.234	
		C	709	8.291	
19.	TTNU2188852	B	4	0.154	8.064
		C	300	7.910	
20	BAXU2591800	A	33	1.944	11.895
		B	55	2.777	
		C	183	7.174	
21.	BAXU2600732	B	1	0.160	12.179
		C	448	12.019	
22.	BAXU2602592	B	15	0.355	4.950
		C	204	4.595	
23.	BLJU4080002	A	5	0.183	22.180
		B	102	3.073	
		C	717	18.924	
24.	BLJU4450067	A	19	0.703	21.184
		B	190	5.550	
		C	571	14.931	
25.	GSTU2320858	A	5	0.165	9.307
		B	75	1.795	
		C	290	7.347	
26.	BAXU5014653	A	14	0.464	7.650
		B	30	1.048	
		C	317	6.138	
		TOTAL			371.753
Note: Containers is not the part of goods being offered.					

TENDER NO. STC/CO/MKTG/RS/2015-16/01

29/05/2015

DECLARATION

(To be attested by Local Chamber of Commerce Or
Indian Embassy or Notary public on Company's letter head)

Declaration of _____ S/o Mr. _____ aged _____ years R/o

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

- 1) That I _____ am working as _____ with M/s. _____ (name , designation & address of the bidder)
- 2) That bidder is submitting a bid for Lot(s) No. _____ totaling a quantity of _____ MTs in response to invitation for export of 371.753 MT of Red Sanders FOB, Mumbai Ports, India.
- 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 in India or in country of registration of the co., which is still in force.
- 4) I _____ hereby solemnly declare that I or our Company will not re-export Red Sanders imported/ purchased through STC's tender, into India.
- 5) That there is no deviation in the terms and conditions of the tender in our Bid document.
- 6) 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 for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification:

Verified at (Place) _____ on 00.00.2015 that the contents of the above declaration 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

PLACE:

DATE:

TENDER NO. STC/CO/MKTG/RS/2015-16/01

29/05/2015

BANK GURANTEE PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and en-cashable at the counter of any Indian Bank)

(BG for US\$ 5000 for lots below 10 MTs and US\$ 10,000 for Lots exceeding 10 MTs)

M/s State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
NEW DELHI-110 001.

Dear Sirs,

WHEREAS M/s _____ (Bidder) has offered to purchase Lot No. _____ comprising _____ MTs of Red Sanders from The State Trading Corporation of India Limited, hereinafter referred to as "STC " and the Bidder is required to submit a Earnest Money Deposit value of which is US\$ _____ (US Dollars _____ only) as a Guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC the amount of US\$ _____ (US\$ _____ only), in case the Bidder wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by STC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from STC the payment shall be made immediately. This Guarantee shall be irrevocable and shall remain valid till 180 days from date of issuance and payable across the counters on the close of working hours at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____ (US Dollars _____ only) and it will remain in force upto **180 days** from the date of issue in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till _____, 2015, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under.

We, _____ Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the Constitution of said Bidder/STC.

DATED:

FOR BANK

PLACE:

Note: EMD to be furnished in US\$ only.

ANNEXURE-IV

TENDER NO. STC/CO/MKTG/RS/2015-16/01

Date: - 29/05/2015

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any first class International Bank and issued by their correspondent Bank in India)

M/s State Trading Corporation of India Ltd.,
Manufactured Products Division
Jawahar Vyapar Bhawan,
1, Tolstoy Marg,
New Delhi- 110 001. (INDIA).

Whereas State Trading Corporation of India Ltd., Manufactured Products Division ,Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi- 110 001 (INDIA) (hereinafter called 'STC') which term shall include the successors and assigns has floated tender for Export of Red Sanders on lot-wise basis FOB, Mumbai, Ports.

AND WHEREAS M/s. _____(hereinafter called the Applicant) intend to import/ purchase a quantity of _____MTs against Lot No(s)._____Red Sanders from STC against the Letter of Award No.....dt..... on FOB Mumbai port basis and for due performance of the obligations of the Importer/Purchaser, we _____(Bank) submit irrevocable and non-transferable Performance Guarantee by way of Bank Guarantee in favour of STC.

AND WHEREAS, we _____Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnished Bank Guarantee on behalf of the Applicant in favour of STC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON _____WITNESSETH AS UNDER :-

1. Against Contract No./LOA _____ Dated 00/00/2015 entered into between the STC (hereinafter called the Seller) and M/s _____ (hereinafter called the Buyer) this is to confirm that as per terms of STC's Bid document, we, _____(Bank) hereby unconditionally and irrevocably guarantee to pay to STC immediately on its first demand, **5% (Five percent)** of the Contract value i.e. US\$.....(US Dollars.....only) without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from STC of India Ltd., for any failure /default in performing any term and condition of Contract No. _____dated _____. Any such demand made on the Bank by STC shall be final and conclusive and

binding on us as regards the amount due and payable by the Bank under this Guarantee across the counters on the close of working hours at New Delhi.

However, our liability under this Guarantee shall be restricted to an amount not exceeding US\$.....

2. We also undertake to pay to STC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under Guarantee this shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.

3. We further agree that STC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or extend and encashment of Guarantee any of the powers exercisable by STC against the said applicant and to forebear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said buyer/ Clearing Agent or for any forbearance Act or Omission on the part of STC, or any indulgence by STC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.

4. This Guarantee is valid for a period of 180 days from the date of issue and claim against this Guarantee can be demanded upto 15 days from the date of expiry of Guarantee period and we undertake to pay the amount to STC by demand draft across the counter.

5. We shall forthwith irrevocably bind ourselves and undertake to pay to STC the amount claimed by it upto the amount guarantees.

6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of STC in writing.

7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.

8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of US\$.....(US Dollars.....Only)..... and shall stand completely discharged and the right of STC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2015 at New Delhi.

Sign. Of Authorized Official of Bank

Witnesses:

- 1.
- 2.

TECHNO-COMMERCIAL BID

TENDER NO. STC/CO/MKTG/RS/2015-16/01

29/05/2015

Name of the Bidder Company: _____
Address of the Bidder: _____
Tel No. _____ Fax No. _____ Telex No. _____
Company Registration No. _____
PAN No. _____
Sales Tax/VAT No./Tax Regn No. _____
Company's e-mail ID: _____
Contact Person with E.Mail ID and Phone Nos. _____

FINANCIAL DETAILS (All figures to be mentioned in USD)

Financial Year	Turnover in US\$
2013-14	
2012-13	
2011-12	

DETAILS OF EXPERIENCE (Bidders may provide detail in separate sheet, if required)

Years	Import/ Export	Commodity	Value in US\$
2013-14			
2012-13			
2011-12			

DETAILS OF EARNEST MONEY DEPOSIT

Copy of TT/SWIFT Advice Ref. No. OR BG No. & Date (To be submitted in Original)	
Name of the Issuing Bank	
Amount / US\$	

DETAILS OF TENDER COST:

Details of payment of Tender cost Rs.6,500/ US\$ 100	
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We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same without any deviations. The signed and stamped copy of the Tender Document is being enclosed herewith, towards our unconditional acceptance of Tender Terms and Conditions.

Signature & stamp of the Bidder

Name & Designation

TENDER NO. STC/CO/MKTG/RS/2015-16/01

29/05/2015

PRICE BID

1) Prices to be quoted lot wise in lumpsum in US\$ FOB, Mumbai Port basis. Bidders can quote for One or More lots. Part quantity Not allowed.	Lot No.	Quantity MTs	Price FOB Mumbai Port in US\$ (Lot-wise)
2) Lots Nos. 1 to 11 are at Sanjgaon, Mumbai and 12 to 26 are at Speedy Multimode, Mumbai.	1	46.611	
	2	37.089	
	3	22.713	
	4	10.652	
	5	32.380	
	6	8.166	
	7	6.980	
	8	9.960	
	9	5.979	
	10	13.493	
	11	10.705	
	12	6.67	
	13	8.468	
	14	9.083	
	15	11.829	
	16	12.577	
	17	11.449	
	18	8.064	
	19	11.895	
	20	12.179	
	21	4.95	
	22	22.18	
	23	21.184	
	24	9.307	
	25	7.650	
	26	9.540	

Note: Any taxes or Duties/ levies to be paid for export of Red Sanders from India would be charged extra on actual basis from the Bidders.

Signatures with Stamp

Declaration: We, M/s. _____ hereby declare that any duties /taxes or levies imposed by Govt. of India or any Tax authorities on export of Red Sanders from India will be paid by us and we shall be fully liable for such payment(s) and shall be responsible for any default thereof.

Signatures with Stamp

NOTE: BIDDERS TO QUOTE RATES INCLUSIVE OF TAXES/DUTIES. THE TAXES/DUTIES AS APPLICABLE SHALL BE BORNE BY THE BIDDER.

CONTRACT FOR EXPORT OF RED SANDERS

Contract No. STC/CO/MKTG/RS/2015-16/01/_____

THIS CONTRACT is made at New Delhi on _____, 2015 Between:

BUYER: M/s. _____

And

SELLER: The State Trading Corporation of India Ltd.(STC), a Govt. of India Enterprise, under the administrative control of Ministry of Commerce and Industry and a company incorporated under Companies Act, 1956 having its Corporate Office at Jawahar Vyapar Bhawan, Tolstoy Marg, and New Delhi-110001 (hereinafter called “STC”)

STC and the BUYER shall hereinafter be individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS:

- STC is a Central Public Sector Enterprise under administrative control of Department of Commerce, Ministry of Commerce and Industry, Government of India and is dealing in International and domestic trading of commodities/ products such as minerals, metals, precious metals, fertilizer and fertilizer raw materials, coal/coke and agro commodities etc;
- BUYER: M/s. _____
- Where as BUYERS agree to buy Lot No(s.) _____ totaling a quantity of _____ MT of Red Sanders from the SELLER.
-

Both the parties agree that the exports will be in compliance of the Foreign Trade Policy of Government of India as amended, from time to time.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

S. No.	Item	Description
1.	Commodity	Red Sanders
2.	Details of stock	Graded and marked Red Sanders in logs . The location of stock is RFO, SANJGAON and SPEEDY MULTIMODE CFS, MAHARASHTRA. (To be specified as per award)
3.	Price	US\$ PMT FOB, Mumbai Port basis.
4.	Shipment Period	Latest by 15 th September, 2015 (Tentative)
5.	Vessel nomination	The Buyer will nominate the vessel and intimate STC about firm arrangement with the shipping line/ containers for lifting and stuffing of goods at designated location within 20 days of issue

		<p>of Letter of Award.</p> <p>Loading related operational issues to be clarified by STC during pre-bid meeting.</p>
6.	Terms of Payment	<p>Successful bidder will have to remit balance payment of 80% in total by TT/SWIFT or establish Confirmed, Irrevocable LC in US\$ payable at sight, governed by UCP 600 through any 1st class international bank conforming to SELLER'S standard format within 10 working days of date of Letter of Award by Seller, covering 80% value of offered quantity of the material with positive tolerance, on the basis of FOB value, in favour of "The STC of India Ltd., New Delhi". The LC should be advised through Indian Overseas Bank or IndusInd Bank, New Delhi negotiable at the counters of any bank in India.</p> <p>Opening of operative L/C within stipulated time is an essential condition. Sellers are at liberty to terminate the contract and claim damages/ losses in case of such failure. Buyer will keep the LC valid for 3 months from date of issue.</p>
7.	Performance Bank Guarantee	<p>Successful bidders will be required to establish Performance Bank Guarantee (PBG) for 5% value valid and enforceable/ encashable across the counters of scheduled bank in New Delhi, India on the close of working hours, on first demand up to 180 days i.e. from the date of issue of the LoA quantity within (Seven) 7 working days from the date of Letter of Award (as per Annex.IV) through scheduled bank in India).</p>
8.	Advance Payment	<p>Successful bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in STC's Account Number given at Clause 'C' within 7 working days of submitting the signed LOA which will also be treated as total Performance Guarantee (in addition to 5% PBG). The 5% of the Invoice value i.e. foreign exchange proceeds will be paid to National Bio-diversity Authority, as per the prevalent rules/ guidelines out of aforesaid 20% advance payment collected.</p> <p>Beneficiary name :The STC of India Ltd. Account No. : 200000550077. IFSC Code : INDB0000005. Name of Bank :Indusind Bank,</p> <p>Address: :Dr. Gopaldass Bhawan, :28,Barakhamba Road, New Delhi, India.</p> <p>SWIFT Code : INDBINBNDH. AD Code : 6380006 -2900009.</p> <p>Failure by successful bidder to remit balance 80% payment</p>

		within period stipulated in tender will be liable to forfeiture of total Performance Guarantee.
9.	L/C negotiating documents	<p>The LC covering 80% (+/- 5%) value of offered quantity against presentation of the SELLER drafts drawn at sight accompanied by following documents.</p> <ul style="list-style-type: none"> • Full set of Clean Ocean or Charter party Bill(s) of Lading. • Signed Commercial Invoice(s). • Certificate of Origin. • Certificate of Quality/ Quantity & Stuffing <p>All bank and other charges incurred outside the territory of India shall be borne and paid for by the BUYER.</p>
10.	Inspection	<p>No third party inspection for quality/ quantity will be allowed as the goods are being sold on “As is Where is Basis” and the quality declared by Forest Department /Grading Agency will be deemed as final.</p> <p>The buyer will be allowed to appoint a third party or send his own representative to supervise stuffing of Red Sanders in the containers who will sign the quality/ quantity/ stuffing certificate upon stuffing of goods who will sign quality/quantity & stuffing certificate and the cost shall be borne by the Buyer. The actual quantity loaded (total not the break up) will be mentioned on the certificate which will form the basis for negotiation under L/C.</p>
11.	Surveyor	A surveyor shall be appointed by STC to monitor and supervise loading of goods on vessel nominated by successful bidder (s).
12.	Insurance	The goods will be sold on FOB basis at Mumbai port, hence, insurance from Load port to discharge port will be to the account of the bidder.
13.	Representations & Warranties	<p>Representations and Warranties of BUYER: BUYER makes the following unqualified Warranties and Representations to STC that:</p> <ul style="list-style-type: none"> • BUYER is a company duly organized, validly existing and in good standing under the laws of India or buyer’s country and has all necessary powers to execute and deliver this CONTRACT and perform all its obligations on time under the CONTRACT; • This CONTRACT has been duly authorized by all requisite corporate or other action on the part of BUYER and is a valid and legally binding obligation of BUYER enforceable in accordance with its terms;

		<p>The execution, delivery and performance of this CONTRACT does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental approval obtained by BUYER.</p> <p>Any misrepresentation or breach of Warranty shall be deemed to be material breach of terms of the CONTRACT. In case defect or discrepancy is established as material defect STC/ SELLER will not be bear the loss.</p>
14.	Force Majeure	<p>I. Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.</p> <p>II. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.</p> <p>III. If the operation of such conditions continues to exceed three (3) months, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.</p> <p>IV. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.</p> <p>V. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.</p>
15.	Settlement of Dispute-Arbitration and Governing Law	<p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New</p>

		Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi the appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall Govern this Contract.
16.	Confidentiality	<p>This CONTRACT, its provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other Party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other Party.</p> <p>All such information shall be used by the other Party only for the purpose of performance of this CONTRACT.</p> <p>The restriction here in above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either Party at any time in connection with this CONTRACT.</p> <p>This provision, as far as practicable, shall apply to all the concerned officials of either Party. This clause shall survive upon termination of this CONTRACT.</p>
17.	General Term	<p>This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT.</p> <p>All terms & conditions of the global tender forms a part of this contract and shall be enforceable. In case there is any discrepancy/dispute amongst the terms of the contract and the tender, the terms of the contract shall be final and binding.</p> <p>It is expressly understood and agreed by and between STC and Agency that STC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that STC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly</p>

		waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.
18.	Termination	If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD. STC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such terminate of the contract.
19.	Indemnity	The Bidder shall keep STC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.
20.	Jurisdiction	The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.
21.	Disclaimer	STC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

FOR & ON BEHALF OF STC

FOR & ON BEHALF OF BUYER

M/s The State Trading Corporation of India Ltd.	M/s
Witness: 1. Designation	Witness: 2. Designation

Place: New Delhi

Date: 00.00.2015.

