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

GLOBAL e-TENDER
FOR
EXPORT OF 93.733 MT
"RED SANDERS"

TENDER No. STC/CO/MKTG/RS/2016-17/02. **03/01/2017**

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 **through e-tendering** from interested overseas buyers for export of **93.733 MTs** 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.

To participate in **e-tender**, the bidder is required to obtain a Class-II/Class-III Digital Signature Certificate to participate in this e-tender from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in).

1. TIMELINE OF THE TENDER

S.No.	Particulars	Date/Time
1	**Pre-Bid Inspection of goods**	**Between 1000 hrs and 1700 hrs on 12/01/2017 and 13/01/2017. (Buyers to contact STC Mumbai 2 days in advance for inspection).**
2	**Pre-Bid Conference**	**At 1400 Hrs. (IST) on 16/01/2017**
3	**Tender Closing date/time**	**At 1400 Hrs. (IST) on 24/01/2017**
4	**Techno-Commercial bid opening date/time**	**At 1500 Hrs. (IST) on 24/01/2017**
5	**Price Bid opening date/time**	**To be intimated later by email to bidders qualified for price bid.**

S.No.	Particulars	For Pre bid Inspection	For Pre-bid conference/Grading List/Clarifications
1	**Contact Persons**	Mr. Ravi Jadhav, Dy. General Manager (Marketing)	Mr. S.L. Mahajan, Chief Manager (Marketing)
2	**Address**	STC of India Ltd., 3rd Floor, “C” Wing, Trade World Centre, Kamla Mill, Senapari Bapat Marg, Lower Parel (West), Mumbai-400013	STC of India Ltd., Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110001
3	**Contact No. and E-mail Ids**	**Phone:** +91-22-24919656, 24954937 **Fax:** +91-22-22024877, 2024856. **Email:** mumbai@stclimited.co.in, ravijadhav@stclimited.co.in	**Phone:** 011-23462418, **Mob.**9873926957 **Email:** shyamstc@hotmail.com

Note: This is an E-Tender. Scanned copies (In pdf format) of **Techno-Commercial Bid (To be uploaded and submitted in physical form**) and **Price-Bid (Only to be uploaded and not to be submitted in physical form)** is to be uploaded in Electronic mode at Central Pubic Procurement (CPP's) portal.

2. INSTRUCTIONS TO BIDDERS

i. The Bidders are required to submit their bid strictly as per terms and conditions stipulated in the tender document. The Bidder(s) may arrange to drop the sealed Bid(**Techno-Commercial Bid only**) in the Tender box near reception at STC OF INDIA LIMITED, JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG, NEW DELHI- 110001 Email: co@stc.gov.in, Contact: 011-23313177. and upload the complete bid (Techno-Commercial and Price Bid) on Central Pubic Procurement (CPP's) portal as per details mentioned in Clause 8 of the bid document on or before the Bid Receipt date and time. Any bid received by Post/Courier/Fax etc. will not be entertained.

ii. Bidder should ensure that the Techno-Commercial bid reaches on or before the specified date in the tender box placed near the reception at the above mentioned address along with the successful submission of the e-bid on CPP's portal.

iii. The Techno-Commercial Bids (Part-I) will be opened on the due date and the Price Bids (Part-II) of the bidders found eligible on the basis of evaluation of eligibility criteria and techno-commercial bids will be opened at later date, which will be intimated to the qualified bidders.

iv. STC may, at its sole discretion, extend the time & date for the submission of the bid documents. STC reserves the right to modify the documents by issuing amendment/ clarifications. Such amendment(s)/ clarification(s) will be sent by fax/ e-mail to the Bidders.

v. All information in the bid shall be in English language only. The bid document should be typed or filled in ink. Any cutting/ over-writing in the proposal or in the document must be avoided. If unavoidable, it should be signed by the signatory authorized to sign the tender document.

vi. STC reserves the right to reject any or all bids, wholly or partially, and to annul the bidding process without assigning any reasons whatsoever, at any time prior to award of contract, and in such case no bidder/intending bidder shall have any claim arising out of such action.

vii. Corrigendum/Addendum, if any, shall be uploaded only on www.eprocure.gov.in, www.tenders.gov.in and www.stclimited.co.in and not be published in newspapers.

viii. The tender document will form an integral part of the contract between STC and the successful bidder.

ix. Bids can also be rejected if:-

- Not submitted in prescribed form
- Not fulfilling any of the above qualifying conditions.
- Bids received from a bidder whose past performance or vendor rating is not satisfactory.
- The bidder who has been blacklisted/debarred by any government organization or semi govt. organization, public sector undertaking, etc.
- The bidder is not offering the required validity.
- The bidder is not accepting any conditions in the bid.
- The Bid with deviations.
- The bids not in conformity with STC's requirement as per tender terms and conditions.

3. COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from STC's website: www.stclimited.co.in or www.eprocure.gov.in or www.tenders.gov.in from 1000 Hrs (IST) to 1730 Hrs (IST) on **03.01.2017 to 24.01.2017**. Participating bidders will be required to make a non-refundable payment of Rs.6,800/- (Rs. Six thousand eight 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.

4. PRE BID INSPECTION BY BIDDERS:-

Only interested Bidders may inspect the goods prior to submission of their Bids from **12.01.2017 and 13.01.2017** between 1100 Hrs to 1700 Hrs. at their own expense with prior permission from Mr. Ravi Jadhav, Dy. General Manager (Marketing) (Tel.022-24919285, Mob.09820481070) STC of India Ltd., STC of India Ltd., 3rd Floor, "C" Wing, Trade World

Centre, Kamla Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai-400013, **Phone:** +91-22-24919656, 24954937, **Fax:** +91-22-22024877, 2024856. **Email:** mumbai@stclimited.co.in, ravijadhav@stclimited.co.in or Mr. Siddhartha Parmar (Tel.022-24981203 Mob.09167601230) or sending a request in writing for satisfying themselves about the quality and quantity of each lot.

The L/C (Refer clause 18) will not allow appointment of 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.

5. PRE BID CONFERENCE:-

A pre-bid conference will be held on **16.01.2017 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 addressed to Mr. S.L. Mahajan, Chief Manager along with receipt /proof of tender fee deposited by them.

6. BID OPENING

The Techno-commercial Bids shall be opened on the specified date online only.

The bid shall be opened in 2 stages. In the first stage, **Techno-Commercial bid** shall be opened in order of the number online. The bidders who have qualified for the techno-commercial bids shall be intimated after detailed evaluation of the bids by STC. In second stage, price bid of only the bidders found successful in Technical Evaluation shall be opened online.

The bids received and accepted will be evaluated by STC to ascertain the technical & commercial responsiveness as per the requirement of the bidding documents and Evaluation Criteria specified in the Bidding Documents.

STC may waive any minor infirmity, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

7. SUBMISSION OF BIDS & VALIDITY:

The Bidders are required to submit complete bids in TWO BID SYSTEM electronically. Scanned copies (in pdf format) of the documents mentioned below in I and the Price Bid shall be uploaded/submitted electronically as Techno-Commercial bid and Price bid respectively. However, **original copies** of documents submitted in Techno-Commercial bid must also be placed in separate sealed envelope be submitted before the bid receipt date and time.

I. The following documents related to qualification must be submitted in the "Techno Commercial Bid and **<u>must not contain Price Bid</u>** :

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) excluding Banking charges.**
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 along with a copy of Identity proof. Signature of the authorized representative must be certified in the authority letter.
f) Documents in support of last 3 years import export experience such as shipping documents or Certificate of Auditors/Chartered Accountants.
g) Balance sheets/Certificate of Auditors/Chartered Accountants certifying turnover of import–exports of last 3 Financial/Calendar Years.
h) Bank Report Or Solvency certificate from Bidder's Banker to the extent of US$ 1 million to be furnished.
i) Bidder's valid membership certificate or Letter of introduction from local Chamber of Commerce.
j) Copy of Tax registration Certificate/Trade license, issued by the Authority.
k) Declaration that bidder has not been banned/blacklisted as per **Annexure–II**.
l) Declaration that firm has submitted a single offer as per **Annexure-VII.**
m) Copy of LOA received from STC/ MMTC/PEC in FY 2015-16 or 2016-17 (wherever applicable). In other cases, the bidders are required to mention "No LOA received from STC/ PEC/ MMTC" on a blank A4 sheet duly self attested and upload in PDF format.

Technically successful Bidders in earlier tenders of Red Sanders floated by STC (in the Financial Year 2015-16 and 2016-17) and Bidders submitting copy of Letter of Award from MMTC/ PEC (in the Financial Year 2015-16 and 2016-17) are exempted to submit documents at I (f), (i), (g), (j) and (h) above. Such bidders are required to mention "Exempted from submitting this document" on a blank A4 sheet, duly self-attested, wherever applicable.

II. The "Price bid" duly signed and stamped showing prices strictly as per the **Annexure-V-(B)** of tender document must be uploaded at Central Pubic Procurement's portal as per the procedure mentioned in the tender document. The bidders should not place the price bid in the Techno-commercial bid.

8. MODE OF BID SUBMISSION

a) Uploading of Bid on CPP portal:

- Bids against this tender shall be received electronically through e-Procurement portal of NIC (eprocure.gov.in/eprocure). Scanned copies of the original documents must be uploaded in the e-procurement portal of NIC (also referred as CPP). However, hard copy of original documents in the Techno-commercial bid may also be submitted in the tender box near reception at STC Corporate office before the bid receipt date and time.
- For submission of e-bids, bidders are required to get themselves registered with NIC's Central Pubic Procurement (CPP) portal (http://eprocure.gov.in/eprocure) using Class-II/Class-III Digital Signature Certificate. All details mentioned during the enrollment process should be correct/true. Bidders have to abide by all the terms and conditions mentioned during the registration process.
- The hard copy of the techno-commercial bid must reach STC before the closure of the tender. The details of techno-commercial bid entered during e-bid submission should tally with those submitted physically.
- The bidders are required to submit soft copies of all the relevant documents.
- Bidders are advised in their own interest to submit online bids well before the bid submission end date & time (as per Server System Clock of CPP). STC will not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due to any technical or other problems.
- For any query to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in/eprocure), bidders may contact CPP portal helpdesk on Tel No's. 0120-4200462, 0120-4001002, Mob: +91-8826246593 and email at support-eproc@nic.in.

Bidders will get detailed procedure for registration with CPP portal, uploading documents, etc. in the **Bidders Manual Kit** on https://eprocure.gov.in/eprocure/app

b) Submission of Techno-Commercial Bid in hard copy

Hard copy of original documents in the Techno-commercial bid may also be submitted in the tender box near reception at STC Corporate office before the bid receipt date and time.

The envelope must be super scribed as “Techno- Commercial Bid” alongwith Tender No., date, Name & Address of the Bidder. The submitted bid should be valid for atleast Six months from the date of submission. The envelope shall be submitted in the Tender Box kept at Ground Floor Reception in STC’s Corporate Office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi – 110001 latest by **14:00 Hrs**. on **24.01.2017**. For any information/ clarification, Bidders may contact (S.L.Mahajan) 011-23462418, Mob. 9873926957 & (Ashok Kumar) 011-2346 2088, Mob.8800625548 during office hours.

Bidders may note that copy/original of price bid should not be submitted in hard copy in the tender box and should only be uploaded on the CPP procurement portal.

9. EVALUATION OF PRICE BIDS :

Conditional offer 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 **24.01.2017** at 1500 Hrs. online only. The time schedule of opening and closing of tender is as follows:

Tender Closing Time/Date	1400 hrs. (IST) on 24.01.2017
Tender Opening Time/Date (Techno-Commercial Bids)	1500 hrs. (IST) on 24.01.2017

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.

10. AWARD OF BID:

The technically qualified bidder quoting the highest price in the bid will be considered as **H1 bidder** and 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 (Bidder making second highest offer) 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 (Bidder making third highest offer) at H1 bidder’s price. This option, however, shall be restricted only up to H3 bidder.

However it may be noted that the H1 bidder will be issued letter of award only after seeking approval from Directorate of Revenue Intelligence.

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.

11. 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.

12. QUALIFICATION CRITERIA FOR BIDDERS:

Only the bidders fulfilling the following qualification criteria will be considered for evaluation:-

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 an 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/calendar and cumulative turnover of US$ 5 million during the last 3 financial/calendar 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).

In case of currency other than US$, same will be converted in US$ as per RBI Reference Rate on Tender Opening Date (If published by RBI). In case the RBI reference rate of the currency is not published by RBI, the reference rate published on xe.com at the time of opening of tender will be considered for conversion for evaluation purpose.

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

Technically successful Bidders in earlier tender of Red Sanders floated by STC(in the Financial Year 2015-16 and 2016-17) and Bidders submitting copy of Letter of Award from MMTC/ PEC(in the Financial Year 2015-16 and 2016-17) are exempted to submit documents at I (i) & (ii) and II (i) (ii) & (iii) above.

13. <u>LOCATIONS & QUANTITY:-</u>

i) **93.733 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 30th April , 2017.**
iii) Price: To be quoted on complete lot on as is where is 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 & Location of Red Sanders	Lot No.	Quantity MTs
01	**RFO Sanjgaon, Mumbai**	1	46.611
02		11	10.705
03	**Speedy Multimode, Mumbai***	13	6.670
04		15	9.083
05		19	8.064
06		22	4.950
07		26	7.650
	TOTAL		**93.733**
Note: Containers are not part of the goods being offered.			

*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.Mahajan, Chief Manager, STC, 6th Floor, New Delhi. At the time of shipment, variation in weight on lower/ higher side will be entertained only for Sanjgaon lots.

14. <u>TERMS & CONDITIONS</u>:

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. Irrespective of bidders opting out of tender with STC at any stage, tax collected at source and NBA charges being statutory levies, will not be refunded to bidders / buyers once paid to respective Authorities or become payable as per respective governing laws. The same shall be applicable in case of all statutory charges paid/ payable by STC.

vi. The Exchange Rate loss at any stage or in any situation starting from bidding to final settlement with Bidders / Buyers shall be to the bidder's /buyer's Account.

vii. 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.

viii. Incomplete and unsigned bids shall not be considered and shall be summarily rejected.

ix. 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.

x. 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.

xi. Buyers will co-ordinate with different concerned Govt. Authorities/ Departments for expeditious clearance of their applications for Export License.

xii. After issuance of Letter of Award to Buyer, Buyer will not be permitted to cancel the Order for any reason, at any stage, whatsoever after allocation of Red Sanders wood made to them in the LOA."

15. <u>EARNEST MONEY DEPOSIT (EMD) :</u>

The bidder has to deposit EMD in cash through SWIFT/TT mode Or 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/ refunded after 10 working days from the date of Letter of Award to successful bidders. 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.

FORFEITURE OF EMD/BID SECURITY

The EMD /Bid Security will be forfeited in the following cases:

i. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder.
ii. If the Bidder does not accept the arithmetical correction of its Bid Price.
iii. In the event Bidder gives any false declaration, misrepresentation.
iv. In the event bidder indulges in changing/adding or deleting the contents of the tender documents.
v. In case of a successful bidder, if the H1 bidder fails to furnish PBG (for 5% of the total value) and advance of 20% of the total value.

16. <u>PERFORMANCE BANK GUARANTEE (PBG):</u>

The successful bidder will be required to submit PBG as per the format **Annexure-IV** for 5% of the bid amount, encashable at the counter of any Bank in New Delhi valid for at least 180 days from the date of issue Or remit 5% cash payment towards the same through SWIFT/ TT mode, within **Seven (7)** working days from the date of issue of Letter of Award (LOA).

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

FORFEITURE OF PBG

STC may invoke the BG (Performance Bank Guarantee including the 20% advance payment) in the event of:

a. Buyer’s failure to remit 20% advance payment;
b. Buyer’s failure to submit 80% balance payment (with +/- 5% tolerance) value of awarded quantity of the goods on FOB Mumbai Port basis within Five **(05)** working days of STC raising demand after issuance of Export License by DGFT.
c. Non lifting of cargo after receipt of Export License from DGFT;
d. Any other default in the performance of contract.
e. In case the successful bidder cancels the order for any reason, at any stage, whatsoever after allocation of Red Sanders wood made to them in the LOA

17. <u>ADVANCE PAYMENT & NBA CHARGES:</u>

The 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 no. 3 within **Seven(7) working days** of date of Letter of Award (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.

Buyers are requested to register themselves with National Bio-Diversity authority for obtaining necessary permission.

Note: Applications for registration, signing of Agreement with NBA and submission of voucher specimen (wood sample) discs of one inch thickness will be submitted by the Buyers to IWST, Bangalore at their own expense.

18. 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 awarded quantity o be advised through Induslnd Bank, Dr. Gopaldas Bhawan, 28, Barakhamba Road , New Delhi 110001, negotiable at the counters of any Bank in India. **The buyer has to get the format of L/C approved from STC before opening the L/C.**

Successful Bidders can also make SWIFT/TT Remittance/Cash payment towards 80% value of contract in lieu of payment by L/C, can deposit the funds within Five **(05)** working days of STC raising demand after issuance of Export License by DGFT, in STC's Account with Indusind Bank, details of which are given in Clause No. 3. Bank charges, if any, will be to the account of bidders.

Failure by successful bidders to remit balance 80% payment alongwith applicable taxes within period stipulated as per Agreement will be liable to forfeiture of total Performance Guarantee (including the advance payment & NBA charges).

The L/C opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment (Less 20% Advance Payment) value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by STC only after receipt of workable LC and performance guarantee. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least two clear working days (excluding the date of receipt of LC & PBG and date of NOR) prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

19. 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.

20. 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.

21. JURISIDICTION:

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.

22. 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.

23. <u>GENERAL TERM:</u>

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.

In case of cancellation of shipments / Agreements due to any reason whatsoever beyond control of STC or due to policy change by Government for export of Red Sanders, the funds deposited by bidders will not carry any interest and STC will not bear the exchange loss or any other pecuniary loss whatsoever which exclusively shall be to the account of Bidders, while returning the funds at any stage.

24. <u>ARBITRATION:</u>

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.

25. <u>INDEMNITY</u>

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.

Without any protests or demur, the buyer indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, cost or expenses of whatsoever nature caused to STC on account of “buyer” / misconduct breach or default and or non fulfillment of terms and conditions of this agreement.

Without any protests or demur , buyer shall indemnify and save harmless STC, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as ""STC"") from and against any losses, damages, liabilities, interests, demurrage, fines, penalties, short shipment, quantity / quality / weight / purity / marking / specifications etc. of the material, and expenses (including reasonable attorneys' fees, insurance) that arise out of or result from any and all claims.

The bidder shall not hold STC liable in any case due to cancelation/expiry/delay in granting of license/approval from various government agencies/authorities.

26. <u>SUCCESSFUL BIDDER RESPONSIBILITIES</u>

The Successful Bidder shall conduct all Contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of services, or in accordance with best industry practices.

The Successful Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary for execution of the assignment**.**

The successful bidder shall be responsible for assisting STC in co-ordination with the various authorities/Govt. agencies like NBA, DGFT, Forest Department, MoEF, customs, etc. The successful bidder shall assist STC in procuring the required licenses/approvals required for export of red sanders and **will not hold STC liable** in any case due to cancelation/expiry/delay in granting of license/approval from various government agencies/authorities. It shall be the duty of the successful bidder to follow-up and coordinate with all the government agencies/authorities from whom the licenses have to be obtained from.

Any communication/notice received from Directorate of Revenue Intelligence (DRI)/CITES/DGFT will form an integral part of the contract with the successful bidder.

27. <u>SUSPENSION OF WORK</u>

STC reserves the right to terminate/cancel/suspend execution of the whole or any part of the works without invalidating the provisions of the Contract. STC reserves the right to cancel/

terminate the contract in full or part in case at a later stage during pendency of contract it is found that firm/ bidder had made a material misrepresentation while submitting the bid and in that case Performance Bank Guarantee submitted by the firm/ bidder shall also be forfeited/ en-cashed and the firm/ bidder shall be liable for blacklisting.

STC reserves the right to cancel the contract in full or part by written notice of 15 days if the performance is not satisfactory in accordance with the contract/ order in opinion of STC or the contract is found uneconomical to STC. STC also reserves the right to terminate/ cancel the order by giving 15 days written notice without assigning any reason thereof.

LIST OF ANNEXURES

1.	**ANNEXURE- I**	**Grading details of Red Sanders Lot-wise**
2.	**ANNEXURE- II**	**Declaration Format**
3.	**ANNEXURE III**	**Bank Guarantee Proforma for EMD.**
4.	**ANNEXURE IV**	**Performance Bank Guarantee Format for 5% value of Award.**
5.	**ANNEXURE V (A)**	**Techno-Commercial Bid format**
6.	**ANNEXURE V (B)**	**Price Bid format**
7.	**ANNEXURE VI**	**Contract to be executed between Seller and Buyer**
8.	**ANNEXURE VII**	**Declaration of having submitted a single offer**

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ANNEXURE –I

LOT-WISE & GRADE-WISE DETAILS OF RED SANDERS

NOTE: The lots no.1 is lying in loose stacking form & lot no. 11 in container at Sanjgaon and Lot Nos. 13,15,19,22 & 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, Chief 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	
11.	BAXU2631590	B	6	0.189	**10.705**
		C	402	10.516	
13.	FCIU2168740	B	11	0.296	**6.670**
		C	241	6.374	
15.	TCKU3656312	C	399	9.083	**9.083**
19.	TTNU2188852	B	4	0.154	**8.064**
		C	300	7.910	
22.	BAXU2602592	B	15	0.355	**4.950**
		C	204	4.595	
26.	BAXU5014653	A	14	0.464	**7.650**
		B	30	1.048	
		C	317	6.138	
		TOTAL			**93.733**
Note: Containers is not the part of goods being offered.					

ANNEXURE-II

TENDER NO. STC/CO/MKTG/RS/2016-17/01. 03/01/2017.

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 **93.733 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 00.00.2017 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:

ANNEXURE-III

TENDER NO. STC/CO/MKTG/RS/2016-17/01. **03/01/2017**

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__________,2017, 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/2016-17/01 03/01/2017

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 00/00/2017 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 not withstanding 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………………, 2017 at New Delhi.

Sign. Of Authorized Official of Bank
Witnesses:
1.
2.

ANNEXURE V(A)

TECHNO-COMMERCIAL BID

TENDER NO. STC/CO/MKTG/ RS/2016-17/01. 03/01/2017

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.____________________________________
Number of lots quoted along with details_________________________

FINANCIAL DETAILS (All figures to be mentioned in USD)

Financial Year	Turnover in US$
2015-16	
2014-15	
2013-14	

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

Years	Import/ Export	Commodity	Value in US$
2015-16			
2014-15			
2013-14			

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.6,800/ US$ 100	

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

ANNEXURE-V(B)

TENDER NO. STC/CO/MKTG/RS/2016-17/01 03/01/2017

PRICE BID (To be uploaded only)

1) Prices to be quoted lot wise in lump sum in US$ FOB, Mumbai Port basis. Bidders can quote for One or More lots. Part quantity Not allowed. 2) Lots Nos. 1 and 11 are at Sanjgaon, Mumbai and other Lots are at Speedy Multimode, Mumbai.	**Lot No.**	**Quantity MTs**	**Price FOB Mumbai Port in US$ (Lot-wise)**
	1	46.611	
	11	10.705	
	13	6.670	
	15	9.083	
	19	8.064	
	22	4.950	
	26	7.650	
TOTAL:		**93.733**	

Note: Any Taxes or Duties/ levies payable 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. The bid submitted by us is valid for at least Six (6) months from the date of submission of bids and we agree 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.

Signatures with Stamp

ANNEXURE- VI

ILLUSTRATIVE CONTRACT FOR EXPORT OF RED SANDERS

Contract No. STC/CO/MKTG/RS/2016-17/01. 03/01/2017.

THIS CONTRACT is made at New Delhi on_______, 2017 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 30th April, 2017 (**On best efforts basis**)
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 of Letter of Award.

		Loading related operational issues to be clarified by STC during pre-bid meeting.
6.	**Terms of Payment**	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 Ist class international bank conforming to SELLER'S standard format within **05 working days** from the of date of issuance of DGFT Export License, 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 Induslnd Bank, New Delhi negotiable at the counters of any bank in India. 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 L/C valid for **3 months** from date of issue. Note: The Exchange Rate loss, if any, accrued at any stage or in any situation during pendency of execution of shipment, shall be to the bidder's/ buyer Account.
7.	**Performance Bank Guarantee**	The Buyer has submitted 5% Performance Guarantee (PG) of US$_____ and 20% advance payment of US$ _____ as per Letter of Award. Taxes already collected at source at applicable rate. - In case of failure to deposit balance 80% or L/C value as per 6 above, the entire 25% payment will be treated as PG and will be forfeited. - Seller will pay 5% of the Invoice value i.e. foreign exchange proceeds to National Bio-diversity Authority, as per the prevalent rules/ guidelines out of aforesaid 20% advance payment collected. - Buyer will apply to NBA and complete the formalities of registration and singing of Agreement with NBA and submission of voucher specimen toIWST, Bangalore. - In case the shipment is not effected for want of Govt. clearances, issuance of Certificate of Origin, DGFT License etc. not within the control of seller, within the shipment date given at S.No.4 above, the last date will be mutually extended or failing which STC will refund the advance plus PBG amount to buyers. The exchange loss, if any, will be to the buyer's account. - 5% PBG will be refunded after successful execution of the Agreement

8.	**Advance Payment**	Successful bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in STC's Account Number given below within Seven (7) working days of date of Letter of Award (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. Beneficiary name :The STC of India Ltd. Account No. : 200000550077. IFSC Code : INDB0000005. Name of Bank :Indusind Bank, Address: :Dr. Gopaldass Bhawan, :28,Barakhamba Road, New Delhi, India. SWIFT Code : INDBINBBNDH. AD Code : 6380006 -2900009. Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee as above.
9.	**L/C negotiating documents**	LC as mentioned at S.No.6 must allow payment by negotiation against following documents: • Full set of Clean Ocean or Charter party Bill(s) of Lading. • Signed Commercial Invoice(s). • Certificate of Origin. • Certificate of Quality/ Quantity & Stuffing • Packing List- 3 Original • Original of Fumigation Certificate • Original Phyto sanitary certificate • Original CITES Permit" All bank and other charges incurred outside the territory of India shall be borne and paid for by the Buyer.
10.	**Inspection**	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. 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. **Registration with NBA:** Applications for registration, signing of Agreement with NBA and submission of voucher specimen (wood sample) discs of one inch thickness will be submitted and executed by the Buyers to IWST, Bangalore at their own expense.
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**	Representations and Warranties of BUYER: BUYER makes the following unqualified Warranties and Representations to STC that: • 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; 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. 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.
14.	**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 (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. 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.
15.	**Settlement of Dispute-Arbitration and Governing Law**	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.
16.	**Confidentiality**	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. All such information shall be used by the other Party only for the purpose of performance of this CONTRACT. 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. 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.
17.	**General Term**	This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT. 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. 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 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. STC will forfeit the EMD of the bidder if scanned copy of signed Agreement(s) are not returned to STC by the buyer within 3 working days on STC's e.mail and original later on by courier/ post. Irrespective of bidders opting out of tender with STC at any stage, tax collected at source and NBA charges being statutory levies, will not be refunded to bidders / buyers once paid to respective Authorities or become payable as per respective governing laws. The same shall be applicable in case of all

		statutory charges paid ,incurred by STC. The Exchange Rate loss at any stage starting from bidding to final settlement with Bidders / Buyers shall be to the bidder's /buyer's Account. Buyers will co-ordinate with different concerned Govt. Authorities/ Departments for expeditious clearance of their applications for Export License.
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. In case of cancellation of shipments / Agreements due to any reason whatsoever beyond control of STC or due to policy change by Government for export of Red Sanders, STC will not bear the exchange loss or any other pecuniary loss at any stage and the financial loss, if any, shall exclusively to the account of Bidders.
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: __.__.____.

Annexure-VII

TENDER NO. STC/CO/MKTG/ RS/2016-17/01. **03/01/2017**

DECLARATION FOR HAVING SUBMITTED SINGLE OFFER

To,

STC of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg
New Delhi-110001, India

Dear Sir/(s)

We have submitted our offer bid against your Tender No.: ______________ for Export of 93.733 MT of Red Sanders.

We hereby confirm that we have submitted only 1 bid and have not submitted price in conjunction with any other bidder or have submitted bid in any other name either directly or indirectly.

Yours faithfully,

Signature……………………………………….

Date:

Printed name…………………………………

Place:

Designation……………………………………

Common Seal………………………………..