



THE STATE TRADING CORPORATION OF INDIA LTD.

**Jawahar Vyapar Bhawan, Tolstoy Marg
New Delhi-110 001**

GLOBAL TENDER

FOR

EXPORT of “RED SANDERS WOODS”

AT COCHIN & MUMBAI

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 118.442 MTs of Red Sanders logs in loose form and in containers of Indian origin lying at various locations **around Cochin, Kerala and in Mumbai on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India**, on FOB, Cochin Port, and Mumbai port basis, India.

The stocks of Red Sander are in custody of Directorate of Revenue Intelligence (DRI), Govt. of India.

The last date of submission of Bids complete in all respect is at 14.00 Hrs (IST) on 24.01.2019 at STC of India Limited, ground floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi -110001 India.

Complete details of Tender is available at STC's website www.stclimited.co.in, <http://eprocure.gov.in>

TIMELINE OF THE TENDER

S.No.	Particulars	Date/Time
1	Pre-Bid Inspection of goods	on 07/01/2019 to 09/01/2019 for Cochin locations Between 1000 hrs and 1700hrs. on 10/01/2019 & 11/01/2019 for Mumbai locations Between 1000hrs and 1700hrs
2	Pre-Bid Query (Chennai and Mumbai)	Bidder may send their queries to jkpatel@stclimited.co.in or sunugeothomas@stclimited.co.in for Cochin lots, latest by 16.01.2019. hemantsanap@stclimited.co.in or jatin.jain@stclimited.co.in for Mumbai lots, latest by 16.01.2019.
3	Tender Closing date/time	At 1400 Hrs. (IST) on 24/01/2019
4	Techno-Commercial bid opening date/time	At 1500 Hrs. (IST) on 24/01/2019
5	Price Bid opening date/time (Price Bids will be opened only those who have qualified in Technical Bid only.)	At 1500 Hrs (IST) on 29.01.2019. In case of any change date /time shall be informed to the bidders by email/phone atleast 24 hrs before opening of price bid.

Sl.No.	Particulars	For Pre bid Inspection COCHIN	For Pre bid Inspection MUMBAI	New Delhi Office
1	Contact Persons	Mr.J.K.Patel, Branch Manager Mob. No.07356783370 Email: jkpatel@stclimited.co.in Mr.Sunu Geo Thomas, Manager.	Mr.Hemand V. Sanap, Chief Manager (Mktg.) Tel.022-24919562, Mob No.09960365064. Email hemantsanap@stclimited.co.in , mumbai@stclimited.co.in ,	Mr. Anurag Sinha, Chief Manager Tel.011 23462452 Email: anurag@stclimited.co.in Mr. Ashok Kumar, Manager

		Tel No.0484 2311909 Mob No.9633874270 Email: sunugeothomas@stclimited.co.in	Mr. Jatin Jain, Assistant Manager (Mktg.) Tel No.022-24926244, Mob. 07506765337. Email jatin.jain@stclimited.co.in	Tel. No.011 23462088 Email: ashokkumar@stclimited.co.in
2	Address	The STC of India Ltd., CC-No.55/2848 (Old No.CC/53/522), First Floor, Cherupushpam Lane I, Kadavanthara. P.O., KOCHI-682020.	The STC of India Ltd., 301-to-314, 3rd Floor, 'C' Wing, Trade World, Kamla Mill, SenapatiBapatMarg, Lower Parel (West) Mumbai-400013.	STC of India Ltd., Jawahar Vyapar Bhawan,1,Tolstoy Marg New Delhi – 110001.
3.	Bank details for fund transfer (EMD, PBG, Advance payment and final payment)	<u>Cochin</u> The STC of India Ltd. Indusind Bank Ltd., Kochi Branch, Gowrinarayan Opp. To New Jayalakshmi Silks, 40/8399 8400 M.G.Road Kochi, Kochi Branch-682 035. CC A/C NO. 200999635270 IFSC CODE: INDB0000010 SWIFT Code : INDBINBBKOC	<u>Mumbai</u> The STC of India Ltd. Indusind Bank Ltd., Opera House Branch, Indusind House, 425, Dadasaheb Bhadkamkar Marg, Mumbai -400 004 Account No. 200999555639 IFSC Code : INDB0000001. SWIFT Code : INDBINBBBOO.	<u>New Delhi</u> The STC of India Ltd. Indusind Bank Ltd., Dr.Gopaldass Bhawan, 28, Barakhamba Road, New Delhi 110 001. Account No. : 200000550077. IFSC Code : INDB0000005. SWIFT Code : INDBINBBNDH.

1. **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 of commerce & Trade must introduce the Bidder.
- iii. The Bidder should not be blacklisted by any Indian govt. agency.
- iv. Bidder should not export back the red sanders into India and furnish 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 /calendar year 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 Reserve Bank of India (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.

2. LOCATIONS & QUANTITY:-

- i) Shipment period: - **Latest by 31st March 2019 (May be extended subject to issuance of licenses and their validity).**
- ii) Price: To be quoted on complete lot on as-is-where-is-basis in US\$, FOB, Cochin Port or Mumbai Port for each lot. Goods will be invoiced on B/L weight basis as per Inspection report.
- iii) **95136.65 MT Red Sanders stock are lying at Cochin following locations:**

S.No.	Locations	Qty (In NT)
1.	Falcon Infrastructures, CFS, Kalamasserry, Cochin	12813.15
2.	<u>Falcon Infrastructures, CFS, Kalamasserry, Cochin</u>	12716.85
3.	<u>Falcon Infrastructures, CFS, Kalamasserry, Cochin</u>	21741.05
4.	Warehouse of Customs House, Cochin, EDC Building, W/Island, Cochin	10608.85
5.	Kerala State Warehousing Corporation, Erorr, Tripunthara, Ernakulam	12124.95
6.	Kerala State Warehousing Corporation, Erorr, Tripunthara, Ernakulam	25131.80
TOTAL		95136.65

- iv) **23.305 MT Red Sanders stock are lying at Mumbai following locations**

S.No.	Locations of Red Sanders	Lot No.	Quantity MTs
01	RFO Sanjgaon, Mumbai	11	10.705
02	Speedy Multimode, Mumbai*	22	4.950
03		26	7.650
TOTAL			23.305
Note: Containers are not part of the goods being offered.			

Red Sanders stocks lying at Mumbai & Cochin locations: (also see **Annexure- I**):

*A complete Grading list showing length, width, Girth, weight, Grade etc. in respect of stock at above mentioned locations is available for inspection for bidders, with Mr. Shri Sunu Geo Thomas, Manager for Cochin lots and Shri Jatin Jain, Assistant (Mktg.) for Mumbai lots.

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 from **27/12/2018 to 24/01/2019 (up to 1200 Hrs)**. Participating bidders will be required to make a non-refundable payment of **Rs.11,800/-** (Rs. Eleven Thousand Eight Hundred only) by Demand Draft or Pay Order in favour of "STC of India Ltd." Payable at New Delhi or in **US\$ 165** (US Dollars One hundred sixty five only) inclusive of GST/TCS, payable through SWIFT in STC's New Delhi Bank Account as details given in timeline of tender.

4. PRE BID INSPECTION BY BIDDERS:-

Only interested Bidders may inspect the goods prior to submission of their Bids during the tentative schedule period as per tender. Bidders shall inspect the goods at their own expense after co-ordination with the contact persons mentioned in timeline of this tender. Bidders may forward a request in writing for pre-bid inspection of goods at least 2 working days in advance for necessary permission have to be sought.

5. 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 envelope in the Tender box kept near reception at STC OF INDIA LIMITED, JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG, NEW DELHI- 110001 Email: co@stc.gov.in, Contact: 011-23462452, 23462088 strictly as per the tender terms 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 bid reaches on or before the above specified date in the tender box kept near the reception at the above mentioned address.
- iii. The tenders received after the specified date and time will not be considered and no further correspondence will be entertained. STC will retain these documents submitted by the Bidder.
- iv. Bidder's authorized representatives (one person only) may attend the Bid Opening. The Technical Bids (Part-I) will be opened on the due date and the Price Bids (Part-II) of the bidders found eligible in Technical Bids will be opened as per schedule.

- v. STC may, at its sole discretion, extend the time & date for the submission of the bid documents. STC reserves the right to modify the tender documents by issuing amendment/clarifications.
- vi. 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.
- vii. 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.
- viii. Corrigendum/Addendum, if any, shall be uploaded only on www.stclimited.co.in and www.eprocure.gov.in, and not be published in newspapers.
- ix. The tender document will form an integral part of the contract between STC and the successful bidder.
- x. The cost on account of preparation and submission of Bid, negotiations, discussions, inspection of cargo or for any other matter etc., have to be incurred by the Bidder(s) in the process and are not reimbursable by STC, and STC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- xi. Bidders may submit EMD in form of Bank Guarantee as per (Annexure-III) in favour of STC of India Ltd, Mumbai or Cochin (location wise) en-cashable at the counter of any bank in Mumbai or Cochin. Bidders to ensure original BG to be forwarded by the bank at-least three working days prior to closing date and time of Tender.
- xii. Bidders may remit interest free EMD to the bank account of respective branches i.e. Cochin and Mumbai of STC atleast three working days prior to closing date and time of Tender.
- xiii. Bidders should satisfy themselves on inspection of the lots (cargo) as to what they contain and make their offer accordingly. No plea of misunderstanding or ignorance or conditions put forth subsequent to confirmation of bid shall be accepted.
- xiv. Seller may withdraw any lot or lots or part of lots from the sale without assigning any reason. Such a right, however, would be used with circumspection and due care and caution.
- xv. Any queries, correspondence after submission of bids by bidder may address to concern branch.

6. Bids can also be rejected if:-

- Not submitted in prescribed form.

- Not fulfilling any of the 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 bid 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.
- Bidder has not signed and stamped each page of tender document as a token of acceptance of the terms and conditions.

The L/C (Refer clause 15) 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.

7. SUBMISSION OF BIDS:

The Bidders are required to submit complete bids in **TWO BID SYSTEM** i.e. in two separate sealed envelopes, one super-scribed as "**Technical Bid**" and the other as "**Price Bid**" along with Tender No., date, Name and address of the bidder strictly as per the formats specified in the tender. The bid submitted shall be valid for six months from the date of submission.

Both envelopes should thereafter be kept in a single third envelope sealed and super-scribed with Tender No., date, Name & address of the bidder and submitted in tender box kept at Reception in STC's corporate office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110001 latest by 1400 Hrs on 24/01/2019. For any information/ clarification, Bidders may contact Anurag Sinha or Ashok Kumar, 011- 23462452 or 011-2346 2088 during office hours.

- I. The envelope super-scribed as "Technical Bid" must contain following documents related to qualification:
 - a) Duly signed & stamped Techno-Commercial Bid as per **Annexure V(A)**.
 - b) Proof towards payment / receipt of Tender Cost.
 - c) Proof of EMD remitted by T/T in respective branch accounts.
 - d) BG or TT/ Swift Advice towards EMD for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs, (**Annexure - III**) excluding Banking charges.
 - e) Signed and stamped copy of complete tender document as a token of Acceptance.
 - f) 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.
 - g) Documents in support of last 3 years import export experience such as shipping documents or Certificate of Auditors/Chartered Accountants.

- h) Balance sheets/Certificate of Auditors/Chartered Accountants certifying turnover of import– exports of last 3 Financial/Calendar Years.
- i) Bank Report or Solvency certificate from Bidder’s Banker to the extent of US\$ 1 million to be furnished.
- j) Bidder’s valid membership certificate or Letter of introduction from local Chamber of Commerce.
- k) Copy of Tax registration Certificate/Trade license, issued by the Authority.
- l) Declaration that bidder has not been banned/blacklisted as per **Annexure–II**.
- m) Declaration that firm has submitted a single offer as per **Annexure-VII**.

II. 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.

8. BID OPENING

The Technical Bids shall be opened on the specified date at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110001.

- The bid shall be opened in 2 stages. In the first stage, The Technical Bids (Part-I) will be opened on the due date and the Price Bids (Part-II) of the bidders found eligible in Technical Bids will be opened as per schedule.

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 Tender.

STC may waive any minor infirmity, non conformity, 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. The exclusive discretion in this regard will be with STC and its decision will be final.

9. EARNEST MONEY DEPOSIT (EMD) :

In form of fund transfer:

The bidder has to deposit interest free EMD in cash through SWIFT/TT mode, respective Branch Bank’s details given in timeline of tender, for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs in “US Dollars” only. **Bidder to submit separate EMD for the quantities at Cochin and Mumbai.**

EMD of the unsuccessful Bidders will be refunded within **15 working** days from the date of receipt of signed contracts from successful bidders. The Exchange fluctuation (only loss) and Bank charges if any would be to the account of 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.

The EMD of the successful bidder will later be adjusted with the PBG amount submitted by the successful bidder.

In form of Bank Guarantee:

Bidder may also submit EMD in form of bank guarantee as per (Annexure-III) in favour of “STC of India Ltd.” Cochin, Mumbai (location wise) en-cashable at the counter of any bank in Cochin, Mumbai. BG will remain in force upto 180 days from the date of issuance with claim period of one month after 180 days. BG (EMD) of the unsuccessful bidder will be returned within 15 working days from the date of receipt of signed contracts from successful bidders.

The BG (EMD) of the successful bidder will be returned after receipt of their PBG or receipt of performance guarantee from the bidder by way of fund transfer in STC Bank Account.

Bidder shall submit copy of BG (EMD) with their techno commercial bid and instruct their banker to forward the original BG directly to STC’s respective offices so as to reach at least three working days before the date/time of submission of bids.

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.

10. 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, fails to furnish 5% PBG and 5% NBA charges of the Bid value and/or advance of 20% of the total bid value.
- vi. If signed contract(s) are not returned to STC by the buyer within three working days after receipt of unsigned contract.

11. 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.

- 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.

12. 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 within specified period 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.

13. VALIDITY OF BIDS:

The bid should be **valid for at least Six (6) months from the date of submission of bids**. However the bidder shall 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. The validity of the bids may be extended for a further period on mutual consent.

14. TERMS OF PAYMENT

- i. Successful bidder is required to remit the following amount to STC:
 - a) 100% payment of bid value i.e.FOB value of the goods; (20% advance + 80% on getting export license from DGFT).
 - b) All Applicable taxes including TCS/GST-(to be paid along with advance payment).
 - c) NBA Charges – present rate of NBA is 5% of the FOB value. (to be paid along with advance payment)
 - d) Any other tax, duty, charges, levy, if payable in course of export.

ii. **PERFORMANCE BANK GUARANTEE (PBG):**

The successful bidder will be required to submit PBG as per the format **Annexure-IV** for 5% of the bid amount, en-cashable at the counter of any Bank in Cochin/Mumbai valid for at least 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 Or remit 5% of bid amount, 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 bank account of Cochin/Mumbai, bank details are given in timeline of tender. The successful bidder can also convert the EMD amount deposited by them in cash to PBG by depositing additional amount equivalent to applicable PBG at their discretion.

In case the successful bidder does not submit/deposit the 5% amount of PBG within the stipulated time, then the EMD submitted shall stand forfeited by STC.

ADVANCE PAYMENT & NBA CHARGES:

The successful Bidders will be required to deposit advance payment of 20% plus 5% NBA charges of the Bid value through banking channels in STC's Account No. of respective Branch given at timeline of tender within **Seven (7) working days** of date of Letter of Award (LOA).

The successful Bidders will be required to submit/deposit 5% Performance Bank Guarantee.

As per the prevalent rules/ guidelines the successful Bidders will also be required to deposit 5% of the FOB value to be paid to National Bio-diversity Authority by STC.

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.

15. FINAL PAYMENT- Balance 80% 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 to be advised through IndusInd Bank, (Bank details given in timeline) 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 within Seven (07) working days of STC raising demand after issuance of Export License by DGFT, in STC's Account with Indusind Bank, (Bank details given in timeline). 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.

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.

16. 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. 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.”
- xiii. STC will only accept Bank Guarantee(BG) through scheduled commercial bank in India. BGs issued by Dhan Laxmi Bank ,Nainital Bank, Laxmi Vilas Bank, Gramin Banks and Cooperative Banks will not be acceptable by STC.

17. FORFEITURE OF BG

STC may invoke the BG (EMD)/ (5% 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 Cochin/ Mumbai Port basis within Seven (7) 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.

18. Payment remittance

- i) Only cost of tender may be remitted by SWIFT/TT or Demand draft at New Delhi Office Bank account.
- ii) EMD in the form of SWIFT/TT or Bank Guarantee for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs may be remitted in Cochin/Mumbai Office and attached proof in Tehno-commercial bid documents.
- iii) 5% Performance Bank Guarantee, 20% advance & GST/TCS payment, 5% NBA charges, Balance 80% payment by SWIFT/TT may be remitted in Cochin/Mumbai Office.

19. INSURANCE:

The goods will be sold on FOB basis at Cochin/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. 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.

22. FORCE MAJEURE:

- i) If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- ii) Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- iii) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- iv) The party which is unable to fulfill its engagements under the present contract must within 15 (fifteen) days of occurrence of any of the causes mentioned in this clause, shall inform the other party of the existence of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.

23. GENERAL TERM:

It is expressly understood and agreed by and between STC and Bidder/buyer that STC is issuing this Tender 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 Tender 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. Bidder/buyer 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 Tender. Accordingly, Bidder/buyer 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 Tender 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 Tender during the validity of the 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, 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. 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.

25. INDEMNITY

1. Seller shall always be kept full indemnified of all costs, expenses and claims such as costs of goods, freight, levies, present and future taxes, port expenses, insurance, bank, transportation, storage charges, fumigations, vessel demurrage/ dispatch, quality deterioration due to prolonged storage, shortages, CHA charges, survey and inspection fees, legal expenses, exchange fluctuations and any other incidental charges. All such costs/expenditure shall be to the buyer's account and the buyer shall pay the same to seller without any protest and demur.
2. The buyer shall fully indemnify/reimburse/pay seller all cost, legal expenditure, expenses of whatsoever nature incurred by seller in defending, contesting, pursuing any legal/recovery proceedings initiated by seller or against it/arbitration proceedings/proceedings of whatsoever nature before any Court/Tribunal/Authority/Forum in the litigation/disputes etc. arising out of this Contract or in relation to this Contract with any person or buyer.
3. In case any dispute or difference arises between seller and the buyer in respect of the contract and an award/judgement/decreed/order is passed by any Court/Tribunal/Authority etc. or a settlement is otherwise reached, the buyer shall be bound to accept the same and bear the liability resulting therefrom. Any payment made by seller and all the expenditures incurred in this regard by the seller of whatsoever nature shall be paid/reimbursed by the buyer to seller.

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

26. SUCCESSFUL BIDDER RESPONSIBILITIES

The Successful Bidder shall conduct all Contracted activities with due care and diligence, in accordance with the terms of this tender and any subsequent contract executed with the bidder and with the skill and care expected 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. SUSPENSION OF WORK

STC reserves the right to terminate/cancel/suspend execution of the whole or any part of the works without invalidating the provisions of the Tender/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 in opinion of STC or the contract is found uneconomical to STC. STC also reserves the right to terminate/ cancel the contract by giving 15 days written notice without assigning any reason thereof.

LIST OF ANNEXURES

- | | |
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| 1. ANNEXURE- I | Grading details of Red Sanders location-wise |
| 2. ANNEXURE- II | Declaration Format |
| 3. ANNEXURE III | Bank Guarantee Proforma for EMD. |
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for 5% value of Award. |
| 5. ANNEXURE V (A) | Techno-Commercial Bid format |
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| 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

1

NOTE: Locations at Sl. No.1-3 Red Sanders are lying in containers and Sl. No.4-6 are lying in loose stacking form.

COCHIN

S.No.	Location	Grade A		Grade B		Grade C		Total	
		No.	Wt.	No.	Wt.	No.	Wt.	No.	Wt.
1	Falcon CFS, Kalamserry, Cochin Container No.TGHU 1403630	27	952.45	167	4560.40	306	7300.30	500	12813.15
2	Falcon CFS, Kalamserry, Cochin Container No.TGHU 3357848	1	37.70	15	495.95	456	12183.20	472	12716.85
3	Falcon CFS,Kalamserry, Cochin containers No. CLHU 2119937 and BAXU 2624919	13	505.75	63	2054.10	720	19190.20	796	21741.05
4	EDC Building, Willington Island, Cochin	2	112.20	47	1386.65	314	9110.00	363	10608.85
5	Kerala State Warehouse Godown, Eror, Cochin(notified weight 12.50 MTs)	93	3328.60	226	6826.05	73	1970.30	392	12124.95
6	Kerala State Warehouse Godown, Eror, Cochin(notified weight 27.30 MTs)	145	4186.10	510	14105.10	295	6840.60	950	25131.80
	TOTAL	281	9122.80	1028	29428.25	2164	56594.60	3473	95136.65

MUMBAI NOTE: The lots no.11 is lying in loose stacking form at Sanjgaon and Lot Nos. 22 & 26 at Speedy Multimode CFS in containers.

Lot No.	Identification of lot	Grade	No. of Logs	Grade wise weight approx. (MT)	Total Lot weight (MT)
11.	BAXU2631590	B	6	0.189	10.705
		C	402	10.516	
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			23.305

Note: Containers is not the part of goods being offered.

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 _____ 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 118.442 MTS of Red Sanders
FOB, Cochin /Mumbai Port, 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 00.00.2019 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:

Note: The execution of the document should be under Company's seal or mentioning its incorporation No. & if signed by delegated
person than should be in accordance with the appropriate resolution or power of attorney.

BANK GUARANTEE 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, First Class Schedule Banks in India)

Bank Guarantee No. _____

Date _____

M/s State Trading Corporation of India Ltd.,

(Respective Branch address)

(Details given in timeline of tender)

Dear Sir,

WHEREAS, STC of India Limited, Jawahar Vyapar Bhawan, NEW DELHI-110 001,India, (hereinafter referred to as STC) has invited bids Global TENDER NO. STC/CO/MKTG/CDR/RS/2018-19/01 dated 27.12.2018 (hereinafter referred to as Invitation to Bids) for export of Red Sanders from Mumbai / Cochin Port, India

WHEREAS _____ (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 an Earnest Money Deposit value of which is US\$ _____ (US Dollars _____ only) as a Guarantee for fulfillment of all the terms and conditions of tender, 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 from the tender 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 preferably same day. 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 Cochin/Mumbai.

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 issuance with claim period of one month after 180 days. Claim under the Guarantee is filed against us on or before midnight in India till the last day of filing the claim and we shall be relieved and discharged from all the liabilities thereafter.

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 constituted of said Bidder/STC/Bank.

This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force till.....and claim period tillthat the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of STC in writing.

This Guarantee is governed by the Laws of India and comes into force forthwith.

We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature : _____

Name and code : _____

Designation: _____ Seal of the Bank :

DATED:

PLACE:

NB :

1. BG for US\$ 5000 for lots below 10 MTs and US\$ 10,000 for Lots exceeding 10 MTs.
2. To be established by a first class international bank and advised through scheduled commercial bank in India.
3. On a stamp paper of applicable amount to be executed by a Mumbai / Cochin Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Lakshmi Vilas Bank, Dhanlakshmi Bank or Cooperative Bank

Validity :: _____

Claim period :: Validity plus one month.

PERFORMANCE BANK GUARANTEE FORMAT

(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, First Class Schedule Banks in India)

M/s State Trading Corporation of India Ltd.,
(Respective Branch address)
(Details given in time of tender)

Whereas State Trading Corporation of India Ltd., (INDIA) (hereinafter called 'STC')(mention respective Branch address) which term shall include the successors and assigns has floated tender for Export of Red Sanders on lot-wise basis FOB, Cochin/Mumbai Port, India.

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 Cochin/Mumbai port basis and for due performance of the obligations of the Buyer, 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 00/00/2019 entered into between the STC and M/s _____ this is to confirm that as per terms of STC's tender document,we _____(Bank) hereby unconditionally and irrevocably guarantee to pay to STC preferably same day 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.

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 or Tribunal, our liability under this presents shall be absolute and unequivocal. The payment made by us under this Guarantee shall be valid discharge of our liability 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 requiring our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/LOA/Contract 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/LOA/Contract 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 Applicant buyer or for any forbearance, Act or Omission on the part of STC, or any indulgence by STC with the Applicant or by any other manner or thing under or relating to tender/LOA/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 guaranteed.
6. We, undertake not to revoke this Guarantee during its currency except with the prior consent of STC in writing.
7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant or of STC.
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 upon payment made by us in terms of this guarantee 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 Guidelines 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....., 2019 at (Name of place).

Sign. Of Authorized Official of Bank

Witnesses:

- 1.
- 2.

TECHNO-COMMERCIAL BID

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\$
2018-19	
2016-17	
2015-16	

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

Years	Import/ Export	Commodity	Value in US\$
2018-19			
2016-17			
2015-16			

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.11,800/ US\$ 165	
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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

PRICE BID FOR COCHIN

Prices to be quoted lot wise in lumpsum in US\$ FOB, Cochin Port basis. Bidders can quote for One or More lots. Part quantity Not allowed.	Location/lot	Quantity MTs	Price FOB CochinPort in US\$ (Lot-wise)
	S. No.1	12813.15	
	S. No.2	12716.85	
	S. No.3	21741.05	
	S.No.4	10608.85	
	S.No.5	12124.95	
	S.No.6	25131.80	
	TOTAL:		95136.65

PRICE BID FOR MUMBAI

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. 2) Lots Nos. 11 at Sanjgaon, Mumbai and other Lots are at Speedy Multimode, Mumbai.	Lot No.	Quantity MTs	Price FOB Mumbai Port in US\$ (Lot-wise)
	11	10.705	
	22	4.950	
	26	7.650	
	TOTAL:		23.305

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

THIS CONTRACT is made at Name of (respective Branch) on _____, 2019 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”) and its Branch office at _____ (Mentioned name and address of respective branch)

STC and the BUYER shall hereinafter be referred 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 (To be specified as per award)
3.	Price	US\$ PMT FOB, Cochin / Mumbai Port basis.
4.	Shipment Period	Latest by 31 st March, 2019 (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 STC raising demand after issuance Export License by DGFT.
6.*	Terms of Payment	Buyer will have to remit balance payment of 80% in total by TT/SWIFT or establish Confirmed, Irrevocable, workable LC in US\$ payable at sight, governed by UCP 600 through any Ist class international bank conforming to SELLER’S standard format

		<p>(acceptable to STC) within Seven (7) working days from STC raising demand after 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.. The LC should be advised through IndusInd Bank, 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 L/C valid for minimum 45 days after latest date of shipment</p> <p>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 buyer Account.</p>
7.	Performance Bank Guarantee	<p>The Buyer has to remit 5% Performance Bank Guarantee (PBG) of US\$_____ and 5% of Bid value towards NBA Charges & 20% advance payment of US\$ _____ as per Letter of Award plus applicable taxes within Seven (7) working days from the date of issuance of LOA.</p> <p>In case of failure to deposit balance 80% or L/C value as per 6 above, the entire 25% payment (i.e. 5% PBG, 20% advance) will be treated as PBG and will be forfeited.</p> <p>-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.</p> <p>- Seller will pay 5% of the Invoice value i.e. foreign exchange proceeds to National Bio-diversity Authority, as per the prevalent rules/ guidelines by STC out of the fund remitted by buyer after registration of buyer.</p> <p>- 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 shall be extended by the buyer as decided by STC. In case export license is not issued or due to any reason beyond the control of STC if shipment cannot be effected, STC will refund the EMD, advance plus PBG amount to buyers. No claim for non-shipment can be raised on STC in this event.</p> <p>The exchange loss, if any, will be to the buyer's account. The buyer can adjust the EMD amount already paid to STC from the PBG amount required to be submitted to STC.</p>

		- 5% PBG will be refunded after successful execution of their Agreement
8.	Advance Payment	<p>Buyer will be required to deposit advance payment of 20% of the Bid value through banking channels in STC's Account Number Branch -wise given at time line of tender within Seven (7) working days of date of Letter of Award (LOA) plus applicable taxes.</p> <p>5% of Bid value to be deposited as PBG.</p> <p>As per prevalent rules/guidelines the 5% of the FOB value will be deposited for payment to National Bio-diversity Authority by STC.</p>
9.	L/C negotiating documents	<p>LC as mentioned at S.No.6 must allow payment by negotiation against 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, if any. <p>On the request of Buyer, STC may consider to provide additional documents, like fumigation certificate, packing list, Phyto-sanitary certificate etc.</p> <p>All bank and other charges incurred outside the territory of India shall be borne and paid by the Buyer.</p>
10.	Inspection	<p>No specific 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. STC has no responsibility in whatsoever manner to inspect the goods.</p>
11.	Surveyor	A surveyor shall be appointed by STC to monitor and supervise the stuffing of cargo into container and loading of containers on vessel nominated by buyer.
12.	Insurance	The goods will be sold on FOB basis at Cochin/Mumbai port, hence, insurance from Load port to discharge port will be to the account of the buyer.
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

		<p>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;</p> <ul style="list-style-type: none"> • This CONTRACT has been duly authorized by all Legal requisite or other action on the part of BUYER and is a valid and legally binding on BUYER enforceable in accordance with its terms; • The execution, delivery and performance of this CONTRACT by buyer does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental guidelines/regulations. • 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 and buyer shall indemnify the seller as per the terms of this contract.
14.	Force Majeure	<p>i) If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.</p> <p>ii) Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.</p> <p>iii) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.</p> <p>iv) The party which is unable to fulfill its engagements under the present contract must within 15 (fifteen) days of occurrence of any of the causes mentioned in this clause, shall inform the other party of the existence of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.</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 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/</p> <p>Tribunal in New Delhi shall have exclusive jurisdiction and Indian laws shall Govern this Contract.</p>
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 and a valid performance letter is issued by seller in this regard.</p> <p>All terms & conditions of the global tender No.STC/CO/MKTG/CDR/RS/2018-19/01 dated 27.12.2018 forms a part of this contract. 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 buyer 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</p>

		<p>authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Buyer 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, Buyer hereby expressly waive, release and forego any and all actions or claims, including cross claims, interpleader 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.</p> <p>STC will forfeit the EMD/PBG of the bidder if scanned copy of signed Agreement(s) is not returned to STC by the buyer within 3 working days from the date of issue on STC's e.mail and original later on by courier/ post.</p> <p>Tax collected at source and NBA charges being statutory levies, will not be refunded to buyer 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 Seller.</p> <p>The Exchange Rate loss at any stage starting from bidding to execution of this contract with Buyers shall be to the buyer's Account.</p> <p>Buyers will co-ordinate with different concerned Govt. Authorities/ Departments for expeditious clearance of their applications for Export License.</p>
18.	Termination	<p>If the buyer fails to fulfill their contractual obligations for reasons other than Force Majeure, seller shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD/PBG. Seller shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such terminate of the contract.</p>
19.	Indemnity	<p>1.Seller shall always be kept full indemnified of all costs, expenses and claims such as costs of goods, freight, levies, present and future taxes, port expenses, insurance, bank, transportation, storage charges, fumigations, vessel demurrage/ dispatch, quality deterioration due to prolonged storage, shortages, CHA charges, survey and inspection fees, legal expenses, exchange fluctuations and any other incidental charges. All such costs/expenditure shall be to the buyer's account and the</p>

		<p>buyer shall pay the same to seller without any protest and demur.</p> <p>2.The buyer shall fully indemnify/reimburse/pay seller all cost, legal expenditure, expenses of whatsoever nature incurred by seller in defending, contesting, pursuing any legal/recovery proceedings initiated by seller or against it/arbitration proceedings/proceedings of whatsoever nature before any Court/Tribunal/Authority/Forum in the litigation/disputes etc. arising out of this Contract or in relation to this Contract with any person or buyer.</p> <p>3.In case any dispute or difference arises between seller and the buyer in respect of the contract and an award/judgement/decreed/order is passed by any Court/Tribunal/Authority etc. or a settlement is otherwise reached, the buyer shall be bound to accept the same and bear the liability resulting therefrom. Any payment made by seller and all the expenditures incurred in this regard by the seller of whatsoever nature shall be paid/reimbursed by the buyer to seller.</p>
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 buyer. Seller 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 Seller

FOR & ON BEHALF OF BUYER

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

Place: New Delhi

Date: __.__._____.

DECLARATION FOR HAVING SUBMITTED SINGLE OFFER

To,

STC of India Limited,
JawaharVyaparBhawan,
Tolstoy Marg
New Delhi-110001, India

Dear Sir/(s)

We have submitted our offer bid against your Tender No.: _____ for Export of _____ MTs of Red Sanders.

We hereby confirm that we have submitted only one (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.....

Seal.....