

TENDER FOR PURCHASE OF EDIBLE OILS

TENDER NO. STC/EOIL/TDR/COMM/04/2008-09 DATED 29.01.2009

CLOSING AT 11.30 HRS IST ON 02.02.2009

TERMS AND CONDITIONS OF TENDER

1. INVITATION FOR BIDS

THE STC OF INDIA LIMITED (A GOVT. OF INDIA UNDERTAKING), JAWAHAR VYAPAR BHAVAN, TOLSTOY MARG, NEW DELHI-110 001 (INDIA) invites bids for import of Edible Oils, as per the terms and conditions prescribed hereunder:-

2. COMMODITY

CRUDE PALM OIL

3. SPECIFICATIONS:-

1. CRUDE PALM OIL (EDIBLE GRADE)	
GRADING FACTORS	SPECIFICATIONS
FFA (AS PALMITIC ACID)	4.5 PCT MAX
MOSITURE AND IMPURITIES	0.5 PCT MAX
MELTING POINT	37 DEC C MAX

- OIL TO BE FREE FROM SOLID PARTICLES, ADULTRANTS, SEDIMENTS, SUSPENDED AND OTHER FOREIGN MATTER, SEPARATED WATER AND ADDED COLOURING OR FLAVOURING SUBSTANCES.
- MATERIAL TO BE FREE FROM MINERAL OILS, TOXIC MATTER OR ANY OTHER OIL OF VEGETABLE OR ANIMAL ORIGIN
- MATERIAL TO BE ODOURLESS AND BLAND IN TASTE
- NECESSARY SAFEGUARDS WILL BE TAKEN BY SELLERS BY SEALING SHIP'S TANKS PROPERLY TO AVOID INCREASE IN MOISTURE CONTENT DURING VOYAGE AND BY ADDING PERMISSIBLE ANTIOXIDANTS TO AVOID OXIDATION DURING VOYAGE.
- BUYERS NOMINATED SURVEYORS TO GIVE CERTIFICATE FOR ABOVE.

4. QUANTITY & DISCHARGE PORTS

6000-8500 MT +/- 2% OF CPO AS PER FOLLOWING

2000-2500 MT	Kakinada	01.02.09 to 10.02.09
6000 MT	Haldia	01.02.09 to 28.02.09

The Bids should be made for the entire tender quantities. STC Reserves the right to reduce or increase the quantity.

5. QUALITY & WEIGHT

The oil should conform to quality and specifications as in clause 3 above. Quality final as per samples drawn from ship's tanks at time of loading and certified by surveyors/analysts nominated by Buyers at Sellers expenses.

Net quantity of oil received in land tanks of Buyers at discharge port(s) as certified by reputable surveyors appointed by Buyers at their cost will be final, binding and conclusive on both parties and final settlement to be made on that basis.

Ship's tanks to be of stainless steel or epoxycoated and surveyor's certificate as to the suitability of ship's tanks and the quality of the material before and after loading in compliance with contractual specifications will be final.

6. SHIPMENT PERIOD

6000-8500 MT +/- 2% OF CPO AS PER FOLLOWING

2000-2500 MT	Kakinada	01.02.09 to 10.02.09
6000 MT	Haldia	01.02.09 to 28.02.09

7. PRICE

Price to be quoted as per format in Annexure-I in **US Dollars PMT CIF Landed Weight Final** on one safe Indian port one safe berth basis.

8. PACKING

In bulk.

9. COUNTRY OF ORIGIN

Indonesia and or/Malaysia

10. VALIDITY

Bids must remain **valid upto 15.30 hrs.** Indian Standard Time (IST) on **02.02.09.**

11. DEVIATIONS:

Bidder should submit a separate statement along with the Bid giving deviations, if any,(as per Annexure-II) with respect to the terms of this tender which, interalia, should also include any deviation with respect to the quality parameter(s).

Acceptance of the deviation shall be at the sole discretion of the Buyer. No deviation in respect of basis of the Price quotation as at para 7 above will be accepted.

12. SUBMISSION OF BIDS

The offer complete in all respects addressed to the General Manager, Edible Oils, Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi-110-001 (India) must be submitted by Fax/Sealed Envelope/E.mail latest by **11.30 hrs. IST on 02.02.09** at the above address,
Fax Nos.+91 11 23701074
email: eoil@stc.gov.in

The bids **shall be opened at 12.00 hrs. IST** on same day i.e. **02.02.2009** in the Board Room, 10th Floor at the above address. Bidders or their authorized representatives, with authorization certificate, may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per Price bid format provided at Annexure-I.

The following may also be complied with;

- a) The local agent of the bidder duly authorized by his principal, may submit offers, negotiate and sign contracts and other documents. In case of any litigation and/or arbitration between STC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- b) The Buyer(s) reserve the right to split the quantity and ask for additional quantity.
- c) Letter(s) of acceptance will be issued by Fax or e-mail or Courier to the successful bidder(s) and or his/their Agents(s) in India within the validity of offer.
- d) The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason thereof.

13. DOCUMENTS CONSTITUTING CONTRACT

The invitation Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the Buyer along with any amendment issued prior to signing of contract shall constitute the contract between the Buyer and the Seller.

14. LETTER OF CREDIT (DOCUMENTARY CREDIT)

The Buyer shall establish in favour of the Seller an Irrevocable Letter of Credit in US Dollars for 100% value of the contracted quantity through a scheduled bank in India within 7 banking days or earlier, after issue of Letter of Confirmation along with the complete information required from the Seller for opening of the L/C. Buyer shall however, prefer if documents are sent as CAD(Cash Against Documents) basis. The delay in furnishing the information will be on Seller's account.
All Bank charges outside India to be on Seller's account.

15. INSPECTION

- 1. **Shipped quality as certified by an independent surveyor appointed by the Buyer at Seller's cost shall be final.**

2. **Landed Weight certified by an independent surveyor, appointed by buyer at the their cost, to be final and binding on both the buyer and the seller. Weight as ascertained by calibrated shore tanks at the time of discharge and duly certified by the independent surveyor shall be final for this purpose.**

3. If supplier fails to perform as per the agreed contract terms, the supplier would be debarred for future participation and other Public Sector Undertakings would be informed of their default and to take similar actions.

16. SHIPMENT

1. Afloat cargo and cargo under loading shall be accepted only after prior approval of buyer.
2. A tolerance of 2 pct. more or less in quantity at seller's option is acceptable.
3. Commingling with other cargoes of **same grade and specifications** is allowed.
4. Partial shipment/transshipment not allowed.

17. MARINE INSURANCE

The goods will be insured by the Seller at their cost. Sellers to take Insurance policy covering the consignment for 105% of the invoice value with underwriter of international repute having local representative and claim settling agent in India, in the currency of the contract (US DOLLARS) covering following for discharge at any Indian port(s).

“Against ‘All Risks’ from whatsoever cause or nature as per the Institute Cargo Clause (All Risks) including the risk of War and SRCC Risks as per Institute War Clauses (Cargo)-11-3-80 and Institute, Strikes, Riots and Civil Commotions Clause 1-1-63 both applicable to Insurance Policy irrespective of percentage including the risk of leakage and contamination, loss in weight resulting from reconditioning in the vent of contamination will be paid irrespective of percentage. The insurance Cover is from storage tanks of the Sellers to the storage tanks of buyers in India. Policy issued by more than one underwriter with or without indicating their percentage of interest is not acceptable.”

18. POST LANDING SURVEY

1. In case of any damage to the cargo found at discharge port during joint survey, the claim shall be lodged by the buyer on the Seller.
2. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to the General Manager of respective PSU (Buyer) .

19. PAYMENT

a) **100% payment by Irrevocable**, non-transferable letter of credit/on CAD basis at supplier's option (Buyer prefers CAD payment).

b) The **Letter of Credit shall be negotiable** against the following documents:

i) Seller's signed **Commercial Invoice in three (3) originals with three (3) copies** for goods shipped on the basis of shipped weight showing inter alia quantity/description, quality of Edible Oil shipped, price and net Invoice value.

ii) Complete set of **Original Charter party Bill of Lading, marked "FREIGHT PREPAID"** is made out to order of opening bank and blank endorsed, notify party "APPLICANT". Bill of Lading(s) to be **signed by Master of the Vessel or by a named agent** for and on behalf of the Master or the Owner of the Vessel.

iii) **Full Loading Survey Report & Certificate of Weight and Quality** by the independent inspection agency of repute nominated by the Buyer.

iv) **Certificate of origin** issued by Chamber of Commerce in Country of origin.

iv) **Health Certificate in original and three copies** issued by Government nominated official agency in the country of origin that RBD Palmolein shipped is fit for human consumption.

vi) **Official stowage Certificate in original and three copies** issued by independent surveyor of International repute stating that the vessel tanks were duly examined prior to commencement of loading and found clean, dry and suitable for loading of the RBD Palmolein.

vii) A certificate from the shipping company or its agent stating that the **vessel is classified** by an approved classification society as per Institute classification clauses and classified as Lloyds 100A1 or its equivalent classification stating that the **vessel is not more than 25 years old and is seaworthy**. Invoice to certify that vessel is seaworthy.

viii) Copy of Fax advising shipment particulars to the Buyer.

c) Negotiation of documents under reserve is not acceptable.

If L/C is required to be confirmed by any bank, such confirmation can also be arranged provided the bank charges involved are paid by the Seller.

Documents presented within the validity of L/C shall be acceptable.

Third Party documents, except commercial invoice and signed draft, is acceptable.

Documents issued prior to the opening of the L/C are not acceptable.

L/C to be valid for negotiations for 21 days after shipment.

20. DOCUMENTS

The Seller shall send by fax/email, followed by courier, to General Manager, The STC of India Limited, New Delhi (India) as per address given in para (12) above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in India before arrival of the cargo. If these documents are not received by Buyer's bank before the cargo arrival,

the Seller shall instruct the shipper to deliver the consignment to the Buyer against their simple Letter of Indemnity and instruct the Shipping Agent accordingly.

21. DISCHARGE TERMS

Buyer to guarantee minimum discharge rate of 80 MT running hour SHINC. Before tendering NOR, vessel is to comply with all port formalities inclusive of obtaining Gas Free Certificate if required. NOR to be tendered only after vessel called, within the limits of contracted port. Laytime to start 6 hours after valid NOR is tendered or immediately on berthing of the vessel whichever is earlier.

NOR to be tendered by facsimile, telex, telegraph or wireless letter is acceptable and deemed to be received at the time of transmission.

22. DEMURRAGE

Demurrage, if any, at the discharge port shall be for buyer's account as per Charter party terms within 30 days after receipt of the seller's demurrage invoice.

The above demurrage rates will be paid on proportionate basis in case there is any other cargo on board other than contracted cargo and both cargoes are for discharge at the same port. Discharge rates to be 80 MT per hour.

23. ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be New Delhi.

All other terms and conditions, when not in contradiction to the above mentioned terms and conditions shall be governed by FOSFA 84 Rules.

Import of edible oils under this tender is subject to Government of India policies and guidelines from time to time. STC is importing edible oil solely on its own behalf and Government of India is not a party to these imports.

(PRAKASH CHAND)
General Manager
EDIBLE OILS DIVISION

Tender No.STC/EOIL/TDR/COMM/04/2008-09 Dated 29.01.2009

ANNEXURE-I

PRICE BID

Name of Bidder:

Address:-

Tel. _____ Fax No. _____ Email _____

Contact Person

PRODUCT : RBD PALMOLEIN

Quantity(MT)	Port of Discharge	Shipment Period	Unit Price per MT USD/CIF (on Landed Weight Final basis)	Country of origin

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

Name, Designation & Signature of the Bidder with Seal

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ANNEXURE-II

DEVIATIONS FROM TENDER TERMS

A. TECHNICAL SPECIFICATIONS

AS PER TENDER	DEVIATION

B. COMMERCIAL TERMS:

AS PER TENDER	DEVIATION

Name & Signature of the Bidder
With seal & Designation