

***STC INVITES TENDER FOR IMPORT OF RBD
PALMOLEIN (EDIBLE GRADE)***

***Tender No.STC/EOIL/TDR/PDS/04/2011-12
Dated: 30.09.2011***

Due on 10.10.2011 At 11.30 Hrs.(IST)

***Copy of the tender documents can be
obtained from***

***Chief General Manager, EDIBLE OILS, THE
STC OF INDIA LTD., NEW DELHI***

Or can be downloaded from our website

www.stc.gov.in
or
www.tenders.gov.in

TENDER FOR PURCHASE OF RBD PALMOLEIN

TENDER NO. STC/EOIL/TDR/PDS/04/2011-12 DATED 30.09.2011

CLOSING AT 11.30 HRS IST ON 10.10.2011

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

REFINED, BLEACHED, DEODOURISED PALMOLEIN (EDIBLE IN BULK).

3. SPECIFICATIONS:- (NO DEVIATIONS ACCEPTABLE)

RBD PALMOLEIN (EDIBLE GRADE)

GRADING FACTORS	SPECIFICATIONS
MOISTURE AND OTHER INSOLUBLE IMPURITIES (MAX)	0.1 PCT
REF.INDEX AT 40 DEG C	1.4550-1.4610
IODINE VALUE (WIJ'S METHOD)	56-62
UNSATURATED MATTER (MAX.)	1.2%
SAPONIFICATION VALUE	195-205
PEROXIDE VALUE EXPRESSED AS MILLI EQUIVALENT OF PER KG (MAX)	5.00
FFA AS OLEIC ACID (MAX)	0.12%
FFA (AS PALMITIC) (MAX)	0.1 PCT
COLOUR (IN 5-1/4" LOVIBOND SCALE (MAX)	3 RED MAX
MELTING POINT (MAX)	23 DEG C
CLOUD POINT (MAX)	10 DEG C

- OIL TO BE FREE FROM SOLID PARTICLES, ADULTERANTS, SEDIMENTS, SUSPENDED AND OTHER FOREIGN MATTERS, 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

**15000 MT +/- 2% OF RBD PALMOLEIN (EDIBLE GRADE)
FOR MUMBAI PORT (MUMBAI PORT TRUST) AT OIL JETTY NO. 10, 11 & 12 at
INDIRA DOCKS .**

The Bids should be made for the entire tender quantity. Parties have an option for quoting additional quantities in multiples of 500 MT. STC Reserves the right to reduce or increase the quantity and/or to buy any one or more of the quantities at its discretion without any linkage with any other offered quantity by the bidder.

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 the time of loading and certified by surveyors/analysts nominated by Buyers at Sellers expenses.**

Net quantity of oil received inland 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. **(Deviations are not acceptable)**

Ship's tanks are to be of stainless steel or epoxy coated and surveyor's certificate to be issued by the above appointed surveyor, as to validate/confirm 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 SCHEDULE & DISCHARGE PORT

TYPE OF OIL	QUANTITY	SHIPMENT PERIOD	DISCHARGE PORT(S)
RBD Palmolein	15000 MT +/- 2%	15 th October to 30 th October, 2011	Mumbai Port

**MUMBAI PORT (MUMBAI PORT TRUST) AT OIL JETTY DOCKS NO. 10, 11 & 12 at
INDIRA DOCKS.**

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 11.10.11**

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), if any.

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 and as mentioned in the tender herein will be accepted.

12. **SUBMISSION OF BIDS**

The offer complete in all respects addressed to the Chief General Manager, Edible Oils, 6th Floor Annex, Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi-110-001 (India) must be submitted in sealed Envelope **latest by 11.30 hrs. IST on 10.10.11 and put in the Tender Box kept at Ground Floor, at the above address. Any offer/bid received through Fax/E-mail will not be considered/accepted.**

The bids **shall be opened at 12.00 hrs. IST** on same day i.e. **10.10.2011** in the Mini 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 rigorously / meticulously as per Price bid format provided at Annexure-I.

The following may also be complied with;

a) The local agent / representative 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) **Bidders who have never in the last three years supplied edible oils to STC may participate in the tender along with Bid Bond for 2% value of the quantity offered. If such offers are found to be lowest, then the bidder shall have to immediately undertake to give to STC, and to submit within 48 hours of bid opening Performance Guarantee Bond for additional 4% of the value of the offered quantity failing which the Bid Bond shall be forfeited. Such Bidders may also submit the following along with Bid Bond:-**

1. Brief details of Company.
 2. Audited Balance Sheet of the Company for last 3 years.
 3. If Trader, give full details of Refiners.
 4. Total Quantity exported during last three years.
 5. Total quantity of **RBD PALMOLEIN** exported to India during last 3 years with name of major buyers in India.
 6. Latest credit Report of Company from Dun & Bradstreet.
- c) The Buyer(s) reserve the right to split the quantity and ask for additional quantity.
- d) 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.
- e) 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 Acceptance 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. Any delay in furnishing the information will be on Seller's account. **All Bank charges outside India to be on Seller's account. (Deviations are not acceptable).**

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 in calibrated shore tanks at the time of discharge and duly certified by the independent surveyor shall be final for this purpose irrespective of the findings of the Insurance Surveyor. No deduction on account of Excess clause would be allowed for settlement of claim for short landed quantity as revealed by the findings of Independent Surveyors appointed by Buyer.
3. If supplier fails to perform as per the agreed contract terms, the supplier would be debarred for future participations in the Tenders and also 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 not allowed unless specifically agreed to by the buyer in writing prior to shipment.
4. Partial shipment/transshipment not allowed.

17. MARINE INSURANCE

The goods will be insured by the Seller at their cost on SG Form. Sellers to take Insurance policy covering the consignment for 110% 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 ‘A’ (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 SG Policy Form irrespective of percentage including the risk of leakage and contamination, loss in weight resulting from reconditioning in the vent or 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.” **Insurance Policy should not have any Excess clause towards shortage claim settlement.**

18. POST LANDING SURVEY

1. Landed weight certified by independent Surveyors, appointed by buyer at their cost, to be final and binding on both the buyer and seller. Weight as ascertained by calibrated shore tanks at the time of discharge and duly certified by Independent Surveyor shall be final for this purpose. Seller to settle the short landing claim within one month of lodging the claim and if not settled within one month, the Buyer reserves its right to charge interest for the period of delay.
2. 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.
3. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to the Chief General Manager as per address given in para 12 above..

19. PAYMENT

- a) **100% payment by Irrevocable**, non-transferable letter of credit/or CAD basis at supplier's option (Buyer prefers CAD payment).
- b) Payment will be made within 5 (five) working days from the date of receipt of authenticated Swift Message of negotiating bank/original documents strictly as per LC terms.

- c) Discrepant documents, if any, will have to be sent on collection basis.
- d) 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 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) Three (3) copies of complete set of **Original Charter Party**.
 - iv) **Full Loading Survey Report & Certificate of Weight and Quality** by the independent inspection agency of repute nominated by the Buyer.
 - v) **Certificate of origin** issued by Chamber of Commerce & Industry in Country of origin or any relevant authority.
 - vi) **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. Certificate to the effect that the edible oil shipped does not contain Beef Fat/Animal Fat.
 - vii) **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**.
 - viii) **Certified copy of Insurance Policy/certificate**.
 - ix) 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.
 - x) Copy of Fax advising shipment particulars to the Buyer, immediately after loading.
 - xi) Copy of Fax for nominating the Surveyors as per directions of the Buyer.
- c) **Negotiation of documents under reserve is not acceptable.**
- d) **TT reimbursement is strictly not allowed.**

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, Chief General Manager, The STC of India Limited, New Delhi (India) as per address given in para (12) above and also to our Branch Office at anurag.stc@gmail.com, suresh118@gmail.com, one set 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 own Letter of Indemnity and instruct the Shipping Agent accordingly.** (Deviations are not acceptable).

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 and after completion of all port formalities including free pratique. Written Notice of Readiness to discharge/deliver cargo (NOR) can be tendered at the discharge port only after the vessel has arrived at the discharge port berth along side, completed all port formalities and filed application for berthing, obtained free pratique, filed Customs and Import General Manifests, secured prior entry at Customs and is ready in all respects for discharging cargo, even if final entry has not been obtained. NOR is to be tendered to the Buyer's port office and its nominated agent signed by the Master and/or owners agent.

Vessel should be of such length and beam as to permit her entry in Indian Ports (MPT). Arrival draft should not exceed draft available on berthing at Indian Ports (MPT at Oil Jetty No. 10, 11 & 12 at Indira Docks). If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighter age and all lighter age expenses time and quantity loss if any shall be to Sellers/Ship's account (time consumed in lighter age of vessel shall not count as laytime). Apart from lighter age of non-permissible draft, all time used and cost in respect of port dredging operations, port congestion and other port related activities, will be to the account of the Seller. STC shall not be responsible for any delay/detention/demurrage, consequential losses/shifting/idling charges due to non-commencing of discharge by the Shippers/Sellers at the above oil jetty.

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

All shifting time will not be counted as in laytime.

Any other document required to meet Indian Statutory Authorities for import has to be provided by the Seller.

22. DEMURRAGE

Demurrage, if any, at the discharge port shall be for buyer's account as per Vegoilvoy Charter Party or rates given below whichever is lower:

<u>Parcel size as per contract</u> <u>Without tolerance limit</u>	<u>Rates per day</u>
Below 6000 MT parcel	USD 1.00 PMT PER DAY ON PRORATA But not exceeding USD 5000 per day.
6000 MT – 10,000 MT parcel	USD 6000 PD or pro rata, whichever is lower.
10001 – 15000 MT parcel	USD 7000 PD or pro rata, whichever is lower.
15001 and above	USD 8000 PD or pro rata whichever is lower.

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.

A copy of Charter Party to be provided to the Buyer immediately after nomination of vessel. Claims, if any, for demurrage to be made by the Seller on the Buyer within 60 days of completion of discharge of the vessel at the discharge port.

23. ARBITRATION

Any dispute or difference whatsoever, arising between the parties out of or relating to the construction, meaning, operation or effect of this contract or the breach thereof, shall be settled by arbitration in accordance with the rule of Arbitration of the Indian council of Arbitration, New 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 81 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.

24. FORCE MAJEURE CLAUSE

- 1) 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.

- 2) 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.
- 3) 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.
- 4) 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.

25. CONFIDENTIALITY

- i) This Tender's 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.
- ii) All such information shall be used by the other party only for the purposes of performance of this Tender.
- iii) The restrictions 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 Tender. This provision, as far as practicable, shall apply to all the concerned officials of either party.
- iv) Confidentiality will be maintained during existence of this Tender and even on termination/expiry.

(SAMIR KAUL)
CHIEF GENERAL MANAGER
EDIBLE OILS DIVISION

Tender No.STC/EOIL/TDR/PDS/04/2011-12 Dated 30.09.2011

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

Tender No.STC/EOIL/TDR/PDS/04/2011-12 Dated 30.09.11

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