TENDER FOR PURCHASE OF RBD PALMOLEIN

TENDER NO. STC/EOIL/TDR/PDS/01/2008-09
DATED 06.05.2008
CLOSING AT 11.30 HRS IST ON 09.05.2008

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 on behalf of itself and MMTC, PEC & NAFED as per the terms and conditions prescribed hereunder:-

2. **COMMODITY**

REFINED, BLEACHED, DEODORISED PALMOLEIN (EDIBLE IN BULK)

3. **SPECIFICATIONS:-**

RBD PALMOLEIN (EDIBLE GRADE)

GRADING FACTORS	SPECIFICATIONS
FFA (AS PALMITIC)	0.1 PCT. MAX.
MOISTURE AND IMPURITIES	0.1 PCT MAX.
MELTING POINT	23 DEG C MAX.
IODINE VALUE	56 MIN.
COLOUR	3 RED MAX.
REF.INDEX AT 40 DEG C	1.4550-1.4610
UNSAPONIFIABLE MATTER(MAX.)	1.2%
SAPONIFICATION VALUE	195-205
PEROXIDE VALUE EXPRESSED AS MILLI EQUIVALENT OF PER 02 KG (MAX)	5.00
FFA AS OLEIC ACID	0.12% MAX
CLOUD POINT	10 DEG 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 ADDIING PERMISSIBLE ANTIOXIDANTS TO AVOID OXIDATION DURING VOYAGE.

- BUYERS NOMINATED SURVEYORS TO GIVE CERTIFICATE FOR ABOVE.

4. **QUANTITY & DISCHARGE PORTS**

A) RBD PALMOLEIN(EDIBLE GRADE).

i) CHENNAI/TUTICORIN/KAKINADA/KANDLA/MUNDRA/MUMBAI	12,000 MT
ii) PARADIP/MANGALORE	6,000 MT
iii)KOLKATA/HALDIA	6,000 MT

The Bids should be made for the entire tender quantity. Parties have an option for quoting for additional quantities in multiples of 500 MT. STC Reserves the right to reduce or increase the quantity.

5. **SHIPMENT PERIOD**

16TH May,2008 - 30th May,2008 (both days inclusive)
1st June,2008 – 15th June,2008 (both days inclusive)
16th June,2008 - 30th June, 2008 (both days inclusive)

6. **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.

7. **PACKING**

In bulk.

8. **COUNTRY OF ORIGIN**

Indonesia and or/Malaysia

9. **VALIDITY**

Bids must remain valid upto1430 hrs. Indian Standard Time (IST) on 09.05.2008.

10. **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 6 above will be accepted.

11. **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 Enevelop/E.mail latest by 11.30 hrs. IST on 09.05.2008 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. 09.05.2008 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 of partially or counter the bid(s) without assigning any reason thereof.

12. 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.

13. 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.

14. INSPECTION

1. Shipped quality as certified by an independent surveyor appointed by the Seller with Buyer's consent, 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.

15. 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 is allowed.
4. Partial shipment/transshipment not allowed.

16. **MARINE INSURANCE**

The goods will be insured by the Seller at their cost.

17. **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) .

18. **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, market "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 Seller.

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

v) 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.

b) Negotiation of documents under reserve is not acceptable.

c) 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.

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

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

f) Documents issued prior to the opening of the L/C are acceptable subject to prior approval of the buyer.

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

19. **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 (11) above, or to the other PSU (Buyer) 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.

20. **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.

21. **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.

22. **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 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

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

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