



# **The State Trading Corporation of India Ltd.**

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

Tel.No. (91-11)-23711409; Fax No. (91-11)-23701203

## **AC DIVISION**

### **TENDER FOR EXPORT OF WHEAT**

**TENDER NO. : STC/WHEAT/EXP/01/2012-13**

**DATE: MAY 10, 2012**

**Tender Closing Time & Date: 15:00 hours Indian Standard Time (IST) on 24.05.2012**

### **NOTICE FOR INVITATION OF BIDS FROM OVERSEAS BUYERS FOR EXPORT OF WHEAT FROM FOOD CORPORATION OF INDIA (FCI) STOCKS AT KANDLA AND MUNDRA PORT**

The State Trading Corporation of India Ltd. (STC) invites bid(s) from prospective foreign buyers of wheat of Indian origin (Rabi Marketing Season : 2011-12 & 2012-13) stored in the godown(s) of FCI at various port locations. The prospective bidders are requested to submit their bid(s) specifying following:

1. Maximum quantity of wheat to be lifted month wise and port wise mentioning both west-coast ports (Kandla and Mundra).
2. The FOB price in USD per metric tones (PMT) basis
3. Bid amount in USD for 2% of total value of the bids to be submitted in the form of Demand Draft payable at New Delhi.

**(I) COMMODITY:** Indian Milling Wheat (Rabi Marketing Season: 2011-12 & 2012- 13)

**(II) PACKING:** Loose in bulk

**(III) SPECIFICATIONS:** As per FCI's standard specification of Wheat.  
**(ANNEXURE I-A & I-B)**

**(IV) QUANTITY OF EXPORT:** To be quoted by Buyer, for a minimum quantity of vessel load i.e. 20,000 MTs at Kandla Port and 30,000 MTs at Mundra Port.

**(V) SHIPMENT PERIOD:** As per schedule given in **(Annexure-II)**

**(VI) PRICE:** To be quoted in US\$ PMT FOB Kandla and/or Mundra.

**(VII) QUANTITY WEIGHT /QUALITY:** Independent inspection agency nominated by the Buyer at Seller's cost shall inspect cargo at FCI godowns at port locations and mark the stocks/stacks and hand over the cargo to nominated CHA of STC for onward movement & loading into the Vessel. The same inspection agency will supervise the movement of cargo from FCI godowns

till loading into the vessel. The Inspection Report issued by same independent Agency for quality at FCI godown and quantity at load port will be final and binding on both the parties.

**(VIII) INSURANCE:** To be taken by Buyer at their cost.

**(IX) PAYMENT:** Buyer shall open an irrevocable, confirmed L/C at sight for 100% value allowing TT reimbursement against submission of following documents:

- A) Commercial Invoice in Quadruplicate.
- B) Full set 'Clean on board' Ocean Bill of Lading marked 'Freight Prepaid' as per Charter Party' issued to order of the issuing bank and buyer as notify party.
- C) Certificate of Origin issued by the concerned Indian Chamber of Commerce in Triplicate.
- D) Certificate of Weight and Quality issued by nominated Inspection Agency.
- E) Fumigation Certificate.
- F) Phytosanitary Certificate.

All Banking charges in India to be for Seller's account and all Banking charges outside India are for Buyer's account.

**(X) PERFORMANCE BANK GUARANTEE:** The successful bidder is required to establish performance bank guarantee for 5% value of the contract and upon acceptance of PBG the bid bond will be returned. The PBG should be from/through schedule bank of India and the PBG is negotiable / reimbursable at the counter of schedule bank in India on demand.

**(XI) SHIPPING TERMS:**

1. Buyer shall nominate seaworthy vessels at least 15 days prior to loading, giving all particulars of the vessel including:

- Name of the vessel; ex-name(s) if any
- Classification
- GRT/NRT/DWT
- Holds/hatches
- Type of vessel
- Flag of vessel
- Year & month of built/Age of vessel
- Type, condition and capacity of gear/derricks/cranes
- LOA
- Beam
- Name of Charterer/Disponent owners with full name & style
- Details of P&I club for owners/charterers for cargo indemnity cover current and validity of planned voyage
- Hull insurance particulars and validity of cover

- Particulars of performance of vessel's previous two voyages in immediate past under same ownership and operation, if preformed.
- 2. Vessels nominated shall not be over 20 years of age. The vessels shall be dry and clean. The vessel nominated to be such that it can safely enter, berth, load and sail at all times from load port(s) to open sea.
- 3. Vessels nominated should be geared vessels only. However only at Mundra Port, gearless vessels shall also be acceptable. Grab & crane hiring charges, etc for gearless vessels at Mundra shall be to the Buyer's account.
- 4. Buyer shall ensure that vessels fixed have full marine insurance cover for hull and machinery and P&I Insurance with P&I Club in the International Group of Clubs or in case of Chinese flag vessels with China Ship owners Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture the vessel possesses hull and machinery insurance and full P&I Insurance cover liability of the owner and or the Charterers.
- 5. Vessel to load at the average rate of 3,000 MT (PWWD SHEXEIU) at Kandla and 4000 MT (PWWD SHEXEIU) at Mundra or as per Charter Party, whichever is lower, per weather working day of 24 consecutive hours based on 5 working hatches and hooks being made available at the commencement of loading. If less than 5 workable hatches and hooks are made available, load rate to be reduced pro-rata.
- 6. Written Notice of Readiness to load the cargo (NOR) can be tendered at the load port only after the vessel has arrived at the port of loading, completed required port formalities and filed application for berthing, obtained all necessary clearances including Customs clearance, secured prior entry at Customs, etc. and is ready in all respects for loading the cargo. NOR duly signed by the Master and/or Vessel owner/Seller' agent is to be tendered to the Buyer's Head office/Branch Office and its nominated CHA agent
- 7. Vessel shall give 15 days arrival notice to Seller at their New Delhi/Branch office, nominated CHA and/or to sellers nominated representatives at Kandla and Mundra Port. Thereafter 7 days followed by 5, 3, & 2 days and lastly 24 hours firm notices should be given.
- 8. At load port, all port dues and charges on the vessel are to the account of ship-owners/Buyers.
- 9. NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays, between 1000 hours and 1200 hours on Saturdays. But excluding Sundays, Charter Party holidays, port holidays and local holidays.
- 10. Lay time to commence to count 24 hours after tendering NOR. In the event of 24 hours period ending between
  - (A) 1200 to 2400 hours on Saturday,
  - (B) Sunday/Charter Party Holidays/Port holidays/local holidays,
  - (C) Between 1700 hours to 2400 hours on any working day,

The lay time to commence 0800 hours the next working day.

**(XII) DEMURRAGE/ DESPATCH RATE:** Demurrage rate shall be as per Charter Party but shall not exceed US\$ 10,000 per day or pro rata. Despatch to be at least half rate of demurrage WTS. Demurrage/ dispatch to be settled by

respective parties within 60 days of receipt of invoices and supporting documents Statement of Facts to be signed by both parties or their agents and the Master of the vessel immediately upon completion of loading.

**(XIII) OTHER TERMS & CONDITIONS:**

- The proposed export cargos is from FCI stocks and as per FCI's standard specification of wheat and the bidders are required to satisfy themselves about the quality of stocks.
- The subject exports are subjected to policy of Govt. of India/FCI from time to time

**(XIV) GENERAL CONDITIONS:**

1. Offers from bidders who have been blacklisted by Govt./Govt. agencies are liable to be rejected.
2. Bids are to be made in the Price Bid format – **Annexure-II**
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID VALUE are liable to be rejected. STC reserves the right to reject any bid without assigning any reasons. Bid received by fax shall not be entertained.
4. Bidders to certify as per Certificate - **Annexure-III**, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
5. STC reserves the rights to cancel the tender in totality without assigning any reason.
6. In the event of any disputes the Court at Delhi will have jurisdiction.

**(XV) SUBMISSION OF BIDS & VALIDITY**

The bids complete in all respects addressed to General Manager, Agro Division, The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 (India), should be deposited in sealed envelope in Tender Box at ground floor (Reception), at the above address **latest by 15:00 hours IST on – 24<sup>th</sup> May, 2012 and offer to be valid till 22<sup>nd</sup> June, 2012; 17:00 HRS IST.**

The bids shall be opened at **15:30 hours IST on 24.05.2012** in STC office at above address. Bidders or their authorized representatives may attend the opening of the tender.

**UNIFORM SPECIFICATION FOR INDIAN WHEAT OF ALL VARIETIES FOR  
RABI MARKETING SEASON 2011 –2012.**

Wheat shall:

- a) be the dried mature grains of Triticum vulgare, T. compactum, T. sphaerococcum, T. durum, T. aestivum and T. dicoccum.
- b) have natural size, shape, colour and lustre.
- c) be sweet, clean, wholesome and free from obnoxious smell, discolouration, admixture of deleterious substances including toxic weed seeds and all other impurities except to the extent indicated in the schedule below.
- d) be in sound merchantable condition.
- e) not have any admixture of Argemone mexicana and Lathyrus sativus (khesari) in any form, colouring matter and any obnoxious, deleterious and toxic material.
- f) Conform to PFA Rules.

**Scheduled showing the maximum permissible limits of different refractions in Fair  
Average Quality of Wheat.**

Foreign Matter %	Other food grains %	Damaged grains %	Slightly damaged grains %	Shrivelled & Broken grains %
0.75	2.00	2.00	6.00	7.00

NOTE:

1. Moisture in excess of 12% and upto 14% will be discounted at full value. Stocks containing moisture in excess of 14% are to be rejected.
2. Within the overall limit specified for foreign matter, the poisonous weed seeds shall not exceed 0.4% of which Dhatura and Akra (Vicia species) shall not be more than 0.025% and 0.2% by weight respectively.

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3. Kernels with glumes will not be treated as unsound grains during physical analysis, the glumes will be removed and treated as organic foreign matter.
4. Within the overall limit specified for damaged grains, ergot affected grains shall not exceed 0.05 %.
5. In case of stocks having living infestation, a cut at the rate of Rupee One per quintal may be charged as fumigation charges.
6. For weevilled grains determined by count, following price cuts, in addition to other cuts, if any, will be imposed.
  - i) from the beginning of the season till end of August, the rate of cut will be @ Re. 1/- per qtl., for every 1% or part thereof.
  - ii) from 1<sup>st</sup> September till end of October, no cut will be imposed upto 1% while for any excess, the cut will be @ Re. 1/- per qtl., for every 1% or part thereof.
  - iii) from 1<sup>st</sup> November till end of the season no cut will be imposed upto 2% while for any excess, the cut will be @ Re. 1/- per qtl., for every 1% or part thereof.
  - iv) stocks containing weevilled grains in excess of 3% will be rejected.

#### **Method of Analysis**

As given in Bureau of Indian Standard No. I S 4333 (Part I and II) 1967 and as amended from time to time except for weevilled grains which are to be determined by count method.

#### **DEFINITIONS OF REFRACTIONS:**

As contained in BIS Specifications No. 2813-1995.


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- d) be in sound merchantable condition.
- e) not have any admixture of Argemone mexicana and Lathyrus sativus (khesari) in any form, colouring matter and any obnoxious, deleterious and toxic material.
- f) Conform to Food Safety and Standards Act / Rules (PFA Rules).

**Schedule showing the maximum permissible limits of different refractions in Fair Average Quality of Wheat.**



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*[Signature]*  
13.3.2012

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**Annexure-II**

**Tender No.STC/WHEAT/EXP/01/2012-13**

**PRICE BID  
(To be completed by bidder)**

**A. Name of Bidder:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Tel No.** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E.Mail** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_

***DETAILS OF BID VALUE:***

<b>Demand No.</b>	<b>Draft</b>	<b>Date</b>	<b>Drawn on</b>	<b>Amount (US\$)</b>

**B. Qty.: In MTs.**  
**Price : in US\$ PMT on FOB basis**

<b>Shipment period</b>	<b>Kandla</b>		<b>Mundra</b>	
	<b>Qty.</b>	<b>Price</b>	<b>Qty.</b>	<b>Price</b>
July, 2012				
August, 2012				
September, 2012				
October, 2012				
November, 2012				
December, 2012				

**C. Name of three inspection agency recommended by buyer for appointment by seller:**

1. ----- or
2. ----- or
3. -----

**Name & Signature of the Bidder  
With seal of Designation**



**ANNEXURE-III**

**Tender No.STC/WHEAT/EXP/01/2012-13**

**CERTIFICATE**

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt./Govt. agencies.

**Signature of the Bidder**\_\_\_\_\_

**Full Name of Authorized Representative**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Company Seal**