



**The State Trading Corporation of India Ltd.
Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110 001
Tel.No. (91-11)-23313177**

TENDER FOR EXPORT OF WHEAT

TENDER NO. : STC/WHEAT/EXP/03/2012-13 DATED AUGUST 3, 2012

Tender Closing Time & Date: 1500 hrs Indian Standard Time (IST) on 24.08.2012

Bid Validity: Price Bids must remain valid upto 1700 hrs Indian Standard Time (IST) on 3rd September, 2012

THE STATE TRADING CORPORATION OF INDIA LTD (STC) INVITES BIDS FROM OVERSEAS BUYERS FOR EXPORT OF 40,000 MTS (+/-10%) INDIAN MILLING WHEAT FROM FOOD CORPORATION OF INDIA (FCI) STOCKS AT CHENNAI PORT (EAST COAST), INDIA.

The bids are invited from prospective overseas buyers for export of Indian Origin wheat (Crop Year: 2012-13) stored in the godown(s) of FCI at Chennai port. The prospective Buyers are requested to submit their bid(s) as per the detailed terms and conditions of the Tender given below.

- (I) **COMMODITY:** Indian Milling Wheat (Crop Year: 2012-13)
- (II) **PACKING:** Loose in bulk
- (III) **SPECIFICATIONS:**

Parameters	Value
Protein	11 % Min
Test Weight	78 Kg/hl Min
Gluten (on wet basis)	26% Min
Falling Number	400 Min
Moisture Content	12.0 % Max
Foreign Matter	0.75% Max
Shrivelled/Shrunken/Broken	6.00 % Max
Damaged grains	2.00 % Max

(IV) QUANTITY FOR EXPORT: Total quantity available for export is 40,000 MT +/- 10%. The Buyer to quote for a minimum vessel size quantity of 20,000 MTs +/- 10%.

(V) SHIPMENT PERIOD: September/October'2012

(VI) PRICE: To be quoted in US\$ PMT FOB ST Chennai Port.

(VII) QUANTITY /WEIGHT /QUALITY: Independent inspection agency nominated by the Buyer at Seller's (STC) cost shall inspect cargo at FCI godowns at port locations and mark the stocks/stacks and earmarked 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) FUMIGATION: The cargo will be treated with fumigant Aluminum Phosphide @ 9 gms/12 gms/ 15 gms per MT.

(IX) INSURANCE: Buyer to take appropriate Insurance Cover at their cost. The buyer to provide details of insurance policy number and other relevant details before the cargo is loaded into the vessel.

(X) PAYMENT: Buyer shall open irrevocable, operative LC from prime/first class international bank within 7 days from the date of Letter of Award. The L/C shall be payable at sight for 100% value allowing TT reimbursement against submission of following documents:

- A) Commercial Invoice in Quadruplicate.
 - B) Full set Clean, Shipped on Board Ocean Bill of Lading
 - 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.
- LC to allow part-shipment.

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

(XI) BID BOND/EARNEST MONEY DEPOSIT

The offer shall be accompanied by BID BOND, as per STC's Bid Bond Proforma (**Annexure-I**) or Bank Draft in US Dollars in favour of "The State Trading Corporation of India Limited, New Delhi, India" payable at New Delhi for a minimum 2 % value of the total bid. BID BOND/Bank Draft shall be returned

to the unsuccessful bidders. The BID BOND/Bank Draft returned shall not carry any interest. Bid Bond shall be valid for a period of 30 days beyond the bid validity.

(XII) PERFORMANCE BANK GUARANTEE: The successful bidder is required to establish Performance Bank Guarantee (PBG) for 2% value of the contract within 5 working days from the Letter of Award valid till 28th February, 2013. Bid Bond/Bank Draft shall be returned upon acceptance of PBG and shall not carry any interest. The PBG should be valid and enforceable/encashable upto 28th February, 2013. The PBG should be in the prescribed format (**Annexure-II**) from/ through scheduled bank in India and the PBG to be encashable at the counter of scheduled bank in India on first demand.

(XIII) SHIPPING TERMS:

1. Buyer shall nominate seaworthy vessels and intimate the following details of the vessel at least 15 days prior to its arrival at the load port:-

- Name of the vessel; ex-name(s) if any
 - Classification – Lloyds register or equivalent
 - 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 performed.
- Immediately on nomination of the vessel, the seller would check the details of the vessel and if same is found workable, the acceptance would be conveyed.

2. Vessels nominated shall not be over 20 years of age. The vessels shall be dry, clean and fit for loading wheat cargo and the same to be duly certified by nominated surveyor. The vessel nominated must be such that it can safely enter, berth, load and sail at all times from load port to open sea. Co-mingling of other cargo is not permitted and vessel nominated shall exclusively load cargo of STC only.
3. Vessels nominated shall be geared vessel only. The vessels should be suitable to load the wheat cargo. No twin decker vessels to be allowed. Vessels should be bulk carrier.
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 4000 MT (PWWD SHEXEIU) at Chennai Port or as per Charter Party, whichever is lower, per weather working day of 24 consecutive hours based on 5 working hatches and 4 hooks being made available at the commencement of loading. If less than 5 workable hatches and 4 hooks are made available, load rate to be reduced pro-rata.
6. Co-mingling of any other cargo is not permitted and the full vessel must be planned for material under this tender.
7. Written Notice of Readiness (NOR) to load the cargo 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, arrange vessel cleanliness certificate from the nominated surveyor and is ready in all respects for loading the cargo. NOR duly signed by the Master and/or Vessel owner/Buyer's agent is to be tendered to the Seller's Head office/Branch Office and its nominated CHA agent at load port.
8. Vessel shall give 10 days arrival notice to Seller at their New Delhi office/Chennai Branch office/nominated CHA/Sellers nominated representatives at Chennai Port. Thereafter 7 days followed by 5, 3, & 2 days and lastly 24 hours firm notices in writing should be given.
9. At load port, all vessel related charges are to the account of ship-owners/Buyers.
10. Valid 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.
11. Lay time to commence to count 24 hours after tendering of valid NOR. In the event of 24 hours period ending between
 - (A) 1200 to 2400 hours on Saturday,
 - (B) Sunday/Charter Party Holidays/Port holidays.
 - (C) Between 1700 hours to 2400 hours on any working day,

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

12. Time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the laytime. Similarly in case vessel is required to shift from one berth to another berth, then the time taken in shifting shall not count as laytime.
13. Arrival draft of the vessel should not exceed permissible limit for berthing at Chennai port.

(XIV) 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 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.

(XV) FORCE MAJEURE:

- i. Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- iii. In so far as any of the above causes shall prevent Buyer from nominating and accepting any delivery under the Agreement, Buyer shall be excused from nomination and acceptance of such delivery.
- iv. If the operation of such conditions continue to exceeds three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- v. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
- vi. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

(XVI) 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. Delhi Court shall have jurisdiction and Indian Law shall apply.

(XVII) ADDITIONAL DOCUMENTS:

Bidders are required to submit copy of the Credit Rating Report issued from any of the following International Credit Rating Agency along with the Bid. The Credit Rating Report should not be more than 12 months old.

- i. DUN & BRADSTREET
- ii. MOODY'S
- iii. STANDARD AND POOR

The Credit Report of the Bidder from the Credit Rating Agency needs to be of minimum "satisfactory" or equivalent ratings.

(XVIII) OTHER TERMS & CONDITIONS:

The proposed export cargo of Wheat is from FCI stocks as per the given specifications given at clause III and subject to policy of Govt. of India from time to time.

(XIX) GENERAL CONDITIONS:

1. Bids from bidders who have been blacklisted by Govt. of India/Govt. of India agencies are liable to be rejected.
2. Bids are to be made in the Price Bid format – **Annexure-III**
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID BOND/DEMAND DRAFT 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. Prospective Buyer to certify as per Certificate - **Annexure-IV**, that the bid 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.

(XX) SUBMISSION OF BIDS & VALIDITY

The bids complete in all respects addressed to General Manager, Agro Commodity 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 placed at the Ground floor (Reception), at the above address **latest by 15:00 hours IST on 24.08.2012 and offer to be valid till 03.09.2012; 17:00 HRS IST.**

The bids shall be opened at **15:30 hours IST on 24.08.2012** in STC office at above address. Bidders or their authorized representatives may attend the opening of the tender.



ANNEXURE-I

Tender No.STC/WHEAT/EXP/03/2012-13

Tender for Export of Wheat

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and encashable at the counter of any Indian Bank)

M/s State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg,
NEW DELHI-110 001.

Dear Sirs,

WHEREAS M/s _____(Bidder) has offered to purchase a quantity of _____MT of WHEAT from The State Trading Corporation of India Limited, hereinafter referred to as "STC " and the Bidder is required to submit a Bid Bond value of which is 2% of the value of the total BID as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by STC the amount of US\$ _____, in case the Bidder wants to withdraw the offer 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 immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till one month from date of Bid Bond.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____(US Dollar _____only) and it will remain in force upto -----, 2012 in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till-----, 2012, all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. 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 constitution of said Bidder/STC.

DATED:

FOR

PLACE:

BANK

N.B. : Bid bond to be furnished in US\$ only. Bid bond in Indian Rupees will not be accepted.

Tender No.STC/WHEAT/EXP/03/2012-13

Tender for Export of Wheat

PERFORMANCE GUARANTEE FORMAT

(To be executed by any first class International Bank and issued by their correspondent Bank in India)

M/s State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
1, Tolstoy Marg,
NEW DELHI-110 001.

1. Against Contract No./LOA _____ Dated _____ entered into between the STC (hereinafter called the Seller) and M/s _____ (hereinafter called the Buyer) this is to confirm that at the request of the Seller, we _____ Bank unconditionally and irrevocably guarantee to pay to the Seller immediately on its first demand, the amount of US\$ _____ without any protest or demur, contestation or reference to the Buyer, if the Buyer fails to perform all or any of its obligations under the said contract/LOA. The decision of the Seller in writing to the bank that the buyer has failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of US\$ _____ will accordingly forthwith be paid without any conditions or requirement of any proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Seller from the date of demand to the date of payment.
2. It is fully understood that this guarantee is effective upto 31st January 2013 and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Seller.
3. We, _____ Bank, further agree that the Seller shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Buyer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Seller against the said buyer and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said buyer or for any forbearance and/or commission on the part of the seller, or any indulgence by the seller to the Buyer or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.
4. We _____ Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Buyer/Seller.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in India alone.
6. Our liability under this Bank Guarantee shall not exceed USD _____.
7. This Bank Guarantee shall be valid upto 28th February, 2013.

FOR _____ BANK
ACCEPTED



ANNEXURE-III

Tender No.STC/WHEAT/EXP/03/2012-13

PRICE BID

(To be completed by bidder)

A. Name of Bidder: _____

Address: _____

Tel No. _____ **Fax** _____ **E.Mail** _____

Contact Person: _____

DETAILS OF BID VALUE:

Bid Bond/Demand Draft No.	Date	Drawn on	Amount (US\$)

B. Qty.: In MTs.

Price : In US\$ PMT on FOB ST basis

Shipment period	Chennai	
	Qty.	Price
September/October, 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-IV

Tender No.STC/WHEAT/EXP/03/2012-13

CERTIFICATE

It is hereby certified that the :

- i) Bid is in total conformity with tender terms and conditions without any deviation whatsoever and we are not blacklisted by Indian Govt./ Indian Govt. agencies.
- ii) Credit Rating Report from **DUN & BRADSTREET/ MOODY'S/ STANDARD AND POOR** is enclosed.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal