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TENDER FOR IMPORT OF RBD PALMOLEIN (EDIBLE GRADE)

TENDER NO.MMTC/AGRO/IMP/E.OIL/2013-14/30

DATED 29/11/2013

Closes on 05th December, 2013 at 1100 Hrs (IST)

MMTC INVITES OFFERS FOR IMPORT OF RBD PALMOLEIN

***COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM GENERAL MANAGER (AGRO)
OR CAN BE DOWNLOADED FROM OUR WEB SITE:***

www.mmtclimited.com,

&

<http://eprocure.gov.in>

TENDER FOR IMPORT OF RBD PALMOLEIN

**TENDER NO.MMTC/AGRO/IMPE.OIL/2013-14/30
DATED 29th NOVEMBER, 2013
CLOSING AT 1100 HRS IST ON 05th DECEMBER, 2013**

TERMS AND CONDITIONS OF TENDER

1. INVITATION FOR BIDS

MMTC LIMITED (A GOVT. OF INDIA ENTERPRISE), 7, INSTITUTIONAL AREA CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI-110-003 (INDIA) invites bids for import of Edible Oils as per the terms and conditions prescribed hereunder:-

2. COMMODITY

R B D PALMOLEIN (EDIBLE GRADE) IN BULK

3. SPECIFICATIONS:-

R B D 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 |
| UNSAAPONIFIABLE MATTER (MAX.) | 1.2% |
| SAPONIFICATION VALUE | 195-205 |
| PEROXIDE VALUE EXPRESSED AS MILLI EQUIVALENT OF PER KG(MAX) | 5.00 |
| CLOUD POINT | 10 Degree C Max. |

4. QUANTITY, SHIPMENT SCHEDULE & DISCHARGE PORTS

| TYPE OF OIL | QUANTITY (Buyer's Option) | SHIPMENT PERIOD | DISCHARGE PORT(S) |
|---------------|---------------------------------|---|-------------------|
| RBD PALMOLEIN | 10000 MT +/- 2% | IMMEDIATE, LATEST BY 10 th DECEMBER, 2013 | KRISHNAPATNAM |
| RBD PALMOLEIN | 9000 MT +/- 2% | IMMEDIATE, LATEST BY 10 th DECEMBER, 2013 | KAKINADA |

*** BIDDERS TO CLEARLY SPECIFY DISCHARGE PORT**

Offers to be made exactly as per the shipment periods mentioned above. Normally, no deviation in shipment period is allowed. MMTC, however, reserves the right to accept deviation in shipment schedule in case no valid bids are received for shipment schedule as asked above. Requests for Extension in shipment period will not generally be entertained. The Buyer may at his discretion, grant extension in shipment period under special circumstances subject to a rebate of USD 1 per MT per day payable by the Seller to the Buyer.

The penalty would be calculated on the basis of sailing of vessel and not on B/L date. Rebate should be provided in the Commercial invoice. In any case, such extension in shipment period would not exceed a maximum of 3 days; thereafter the Buyer shall have option to cancel the contract without any liability on his part and claim liquidated damages from the Seller. FOSFA contract terms would not apply to this extent. Shipments to Kakinada vessels sailing direct to the disports will be preferred. Part shipments are not allowed. In case of genuine difficulty in locating vessels of suitable size, part shipments can be considered subject to the condition that the buyer shall not be liable to pay discharge port demurrage, if any, for such vessels carrying part cargo.

5. PRICE

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

6. PACKING

In bulk

7. COUNTRY OF ORIGIN

Indonesia and /or Malaysia

8. VALIDITY

Price Bids must remain valid up to 1600 hrs. Indian Standard Time (IST) on 05th December, 2013.

9. DEVIATIONS

Normally, no deviations are allowed with respect to tender terms and specifications. MMTC, however, reserves the right to accept deviations in shipment schedule in case no valid bids are received for shipment schedule as asked for Clause No. 4.

10. SUBMISSION OF BIDS

The offers are to be submitted under two Bid system i.e. First Bids Techno Commercial Bid should contain Quantity, Shipment period, D&B Report (not more than 12 months old as on date of submission of bid), Bid Bond etc. The Second Bid i.e. PRICE BID should contain only the details of Price offered. The two separate bids complete in all respects are to be addressed to the General Manager (Agro), MMTC Limited, 7, Institutional Area, Core-I, SCOPE Complex, Lodhi Road, New Delhi-110-003 in the two different sealed envelopes separately written as Technical Bid & Price Bid and should be deposited in the tender box on the 3rd floor at the above mentioned address latest by 1100 hrs, Indian time, 05th December, 2013. Please note that offers sent through fax or mail will not be accepted.

11. The bids shall be opened at 11:10 hrs. IST on 05th December, 2013. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.
12. Offers should be submitted as per the bids format provided at Annexure -I & II of the tender dated 29/11/2013 in the organization's Letter Head.

The following is also to be complied with:-

- a) The bids should be submitted by the foreign supplier directly. In case, the bids are being submitted by **the authorized agent then the foreign supplier should make a request to MMTC directly stating that the authorized agent has been given the mandate to submit the bid for tender No. MMTC/Agro/Imp/E.Oil/2013-14/30 on their behalf. The authorization letter should be sent directly to MMTC on or before submission of the Bids.**
- b) Bidders who have never in the last five years supplied Edible Oils to MMTC 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 MMTC, and 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 their Bid Bond prior to the opening of tender:-

1. Brief details of company
 2. Audited balance sheet of the company for last three years
 3. If trader, give full details of refiner
 4. Total quantity exported during the last three years
 5. Total quantity exported to India during the last three years and also in respect of crude palm oil with name of major buyers in India.
 6. Latest Credit Rating Report of the company from Dun & Bradstreet
- b) The Buyer reserves the right to split the quantity and/or 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. The original bid to remain valid, even if the buyer gives a Counter during the validity period and such counter not being agreed to by the bidder.
 - f) Suppliers who have not settled / not started the process for settlement of MMTC's claims pertaining to previous contract(s), if the contract under this tender is awarded to them, shall be paid only 98% of the invoice value. Balance amount shall be paid after recovering the pending claim amounts and any other claim that may arise out of the latest contract.
13. **Copy of D&B report of the bidder (not more than 12 months old as on date of submission of bid) and Bid Bond in original can be submitted by post prior to opening of the bids. However, bidders who have submitted D&B report in earlier tender which is still valid and is as per eligibility criterion given below need not submit the report again. They must mention in the tender in which report was submitted and their rating.**

Eligibility

- a) **D&B (Dun & Bradstreet) report of the bidder should not be more than 12 months old as on date of submission of bid.**
- b) **The D&B report of the bidder needs to be of minimum 'satisfactory' or equivalent ratings.**

14. SHIPMENT

- a) Afloat cargo and cargo under loading shall be accepted only after prior approval of buyer.
- b) A tolerance of 2 pct. more or less in quantity at seller's option is acceptable.
- c) **Commingling** with other cargoes of same grade is not allowed unless specifically agreed to by the **buyer in writing prior to shipment.**
- d) Partial shipment/transshipment not allowed.
- e) **Age of ships engaged should not exceed 25 years. No deviation in this regard would be allowed.**

15. MARINE INSURANCE

Insurance policy on SG Policy Form 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 (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 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.” Insurance Policy should not have any Excess Clause towards shortage claim settlements.

16. POST LANDING SURVEY

- a) Landed weight certified by an independent surveyor, 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 the 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 his right to charge interest for the period of delay.
- b) 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.
- c) The discharging shall be allowed to commence by Buyer’s surveyor on completion of formalities under intimation to the General Manager (Agro) as per address given in Para 10 above.

17. PAYMENT

- a) MMTC would prefer payment on CAD basis with reimbursement within 5 (five) working days of receipt of original document by MMTC.
- b) In case supplier wants payment against L/C -
 - i. 100% payment by Irrevocable, non-transferable Sight/Usance Letter of Credit.
 - ii. Upon receipt of negotiating bank’s authenticated SWIFT message certifying that the documents presented comply with terms and conditions of the credit and claiming reimbursement, the amount claimed shall be remitted within five (5) working days from the date of receipt of original documents at the LC opening bank.
 - iii. Discrepant documents, if any, will have to be sent on collection basis.

Note: Please read clause 12(f) of this tender document which will be applied for payment to suppliers who have not settled claims of the buyer in respect of previous supplies.

- c) Following documents shall be required for negotiations:-
 - 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 Seller

- iv. Certificate of origin issued by Recognized/accredited Chamber of Commerce in Country of origin provided shipment is made from Malaysian/Indonesian Ports.
- v. Health Certificate in original and three copies issued by Government nominated official agency in the country of origin or by reputed independent Inspection Agency to the effect that RBD Palmolein shipped is fit for human consumption.
- vi. 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. Insurance Policy/Certificate in original
 - 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 sailing advice.
- d) Negotiation of documents under reserve is not acceptable.
- e) 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.
- f) Documents presented within the validity of L/C shall be acceptable.
- g) Third Party documents, except commercial invoice and signed draft, are acceptable.
- h) Documents issued prior to the opening of the L/C are acceptable subject to prior approval of the buyer.
- i) L/C to be valid for negotiations for 21 days after shipment.

18. DOCUMENTS

The Seller shall send by fax/email, followed by courier, to General Manager (Agro), MMTC Limited, New Delhi (India) as per address given in Para (10) 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 MMTC's bank before the cargo arrival, **the Seller shall instruct the Owner/Master to deliver the consignment to MMTC against MMTC's own Letter of Indemnity and instruct the Shipping Agent accordingly.**

19. IMPORT DUTIES

The buyer shall arrange for all import and port formalities for shipment into and discharge the goods at discharge port. Any change(s) in regulations shall be the sole responsibility of the buyer. All import duties/taxes/levies, etc. at discharge port shall be buyer's account. All duties/taxes/levies, etc. at loading port shall be to sellers account.

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. Lay time to start 6 hours after NOR is tendered or on 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.

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

21. DEMURRAGE

Demurrage, if any, at the discharge port shall be for buyer's account as per Vegoilvoy Charter Party terms. 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 the Charter Party be provided to the Buyer immediately after nomination of the Vessel. Claim, 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.

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 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 81 terms.

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

General Manager (Agro)
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ANNEXURE-I

TENDER NO.MMTC/AGRO/IMP/E.OIL/2013-14/30 DATED 29th DECEMBER, 2013

TECHNO COMMERCIAL BID

1. Details of Bid Bond (for the new bidders)

Bid Bond No. _____ Dated _____ For (Amount in US\$)
_____.

2. 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. Following documents have been submitted

D&B report (not more than 12 months old as on date of submission of bid).

OR

D&B report already submitted vide dt. closed on dated and the rating was

Certificate

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Signature of the Bidder

Full Name _____

Designation _____

Seal of Company _____

ANNEXURE-II

TENDER NO.MMTC/AGRO/IMP/E.OIL/2013-14/30 DATED 29th DECEMBER, 2013

PRICE BID

Name of Bidder:

Address:-

Tel. _____ Fax No. _____ Email _____

Contact Person

Bid Bond No. _____ dated _____ Value _____
(please refer to para 10(b) of the tender document)

| TYPE OF OIL | QUANTITY (Buyer's Option) | SHIPMENT PERIOD | DISCHARGE PORT(S) | Unit Price PMT USD CIF (On landed Weight Final Basis) |
|---------------|------------------------------|---|----------------------|--|
| RBD PALMOLEIN | 10000 MT +/-2% | IMMEDIATE, LATEST BY 10 th DECEMBER, 2013 | KRISHNAPATNAM | |
| RBD PALMOLEIN | 9000 MT +/-2% | IMMEDIATE, LATEST BY 10 th DECEMBER, 2013 | KAKINADA | |

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