



## **PEC LIMITED**

(A Govt. Of India Enterprise)

“HANSALAYA”, 15-BARAKHAMBA ROAD, NEW DELHI-110 001

### **TENDER FOR PURCHASE OF EDIBLE OILS**

**TENDER NO: PEC/EOIL/TDR/GOV/IMP/11-12/12**

**DATED: 12.01.2012**

**CLOSING AT 1100 HRS IST ON 19.01.2012**

### **TERMS & CONDITIONS OF TENDER**

#### **1. INVITATION FOR BIDS:**

PEC LIMITED (A GOVT OF INDIA ENTERPRISE), HANSALAYA, 15 Barakhamba Road, New Delhi – 110 001, India invites bids for import of Edible Oils as per the terms and conditions prescribed hereunder:-

#### **2. ITEM:**

RBD Palmolein (Edible Grade) in Bulk:-

#### **3. SPECIFICATIONS:**

<b>RBD PALMOLEIN</b>	
<b><i>GRADING FACTORS</i></b>	<b><i>SPECIFICATIONS</i></b>
MOSITURE 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 EXPRESSES AS MILLI EQUIVALENT OF PER 02 KG (MAX)	5.00
CLOUD POINT	10 DEG C MAX
FFA AS OLEIC ACID	0.12 PCT MAX
FFA (AS PALMITIC)	0.1 PCT MAX



- Oil to be free from solid particles, adulterants, sediments, suspended and other foreign matter, separated water and added colouring or flavouring substances.
- Certificate from the foreign supplier that the material is free from argemone oil.
- 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.
- Buyer's nominated surveyors to give certificate for above.

#### **4. QUANTITY & SHIPMENT PERIOD**

Quantity of RBD Palmolen (Edible Grade) in bulk, to be imported for the port(s) of Chennai 16,000 MT (+/- 2%) and Tuticorin is 7,400 MT (+/- 2%). PEC reserves right to increase or decrease the quantity.

#### **Shipment Period as follows:**

- 1) 8000.000 MT at Chennai from 1<sup>st</sup> February, 2012 to 10<sup>th</sup> February, 2012.
- 2) 8000.000 MT at Chennai from 20<sup>th</sup> February, 2012 to 29<sup>th</sup> February, 2012.
- 3) 7400.000 MT at Tuticorin from 20<sup>th</sup> February, 2012 to 29<sup>th</sup> February, 2012.

If a bidder is successful for (2 & 3) above & he desires to club both the shipments then the first port of call should be Chennai. Deviations in this will not be accepted. The bids should be strictly in accordance to the quantities mentioned above (viz: 1 & 2) without any further fragmentation of the quantities.

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. 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.



**5. PRICE**

Price to be quoted in Annexure-I in US Dollars PMT CIF Landed Weight Final two safe Indian ports and one safe berth for each port basis (Berth Nominated by PEC)

**6. PACKING:**

In Bulk

**7 .COUNTRY OF ORIGIN:**

Indonesia and/or Malaysia

**8. VALIDITY:**

Bid must remain valid up to 1430 hrs. (IST) on 20.01.2012

**9. 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, inter-alia, 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.

**10. SUBMISSION OF BIDS:**

The offer complete in all respects addressed to The Director, PEC Limited, HANSALAYA, 15 Barakhamaba Road, New Delhi –110 001, India should be submitted by fax (+91 11 23736287/23313804)/sealed envelope/E-mail at [ravi@peclimited.com](mailto:ravi@peclimited.com) or [kavi@peclimited.com](mailto:kavi@peclimited.com) latest by 1100 hrs I.S.T. on Thursday, 19.01.2012 at the above address. In case the bid is sent by fax or e.mail, the bidder is required to inform us immediately on +91 11 23713932.

The tender shall be opened at 1130 hrs. IST on same day i.e. Thursday, the 19.01.2012, in the Board Room of PEC on 13<sup>th</sup> floor of their office premises at the above address. Bidders or their authorized representatives 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 buyer 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 firms which do not have past track record of supply of edible oil should furnish the following details:
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.
- (c) The Buyer reserves 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 there for.

#### **11. DOCUMENTS CONSTITUTING CONTRACT**

The Invitation of 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.

#### **12. LETTER OF CREDIT (DOCUMENTARY CREDIT)**

The Buyer shall establish in favour of the Seller an Irrevocable 180 days usance Letter of Credit in US Dollars for 100% value of the contracted quantity through a scheduled bank in India after nomination of vessel duly approved by buyer. The delay in furnishing the information will be on Seller's account. All other Bank charges outside India except usance interest to be on Seller's account.

**\*CONFIRMATION CHARGES TO BE STRICTLY ON THE SELLER'S ACCOUNT.**



### 13. INSPECTION

- a) Shipped Quality as certified by an independent surveyor, appointed by the Seller with Buyer's consent, at seller's cost shall be final.
- b) **\*Landed Weight certified by an independent surveyor, appointed by buyer at 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.**
- c) 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.

### 14. SHIPMENT

1. Afloat cargo and cargo under loading shall be accepted only after prior approval of buyer.
2. A tolerance of 2pct more or less at seller's option is acceptable.
3. Commingling with other cargoes of same grade is allowed.
4. Partial shipments allowed for Chennai port.

### 15. 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."**



**16. POST LANDING SURVEY**

1. **\*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.**
2. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to the Buyer.
3. **Seller to settle the short-landing claim with one month of lodging the claim and beyond that it will attract interest @ LIBOR + 500 basis.**

**17. PAYMENT**

- a. 100% payment by irrevocable non-transferable letter of credit.
- 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 RBD Palmolien shipped, price and net Invoice value.
  - ii) Complete set of Original charter party Bill of Lading, marked "FREIGHT PREPAID" 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) Certificate of Weight and Quality by the inspection agency nominated by the Buyer.
  - 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 Palmolien.
  - 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 Lloyds100A1 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.
- c. Negotiation of documents under reserve is not acceptable.

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 acceptable subject to prior approval of the buyer.

L/C to be valid for negotiation for 21 days after shipment.

### **18. DOCUMENTS**

The Seller shall send by fax/email, followed by courier, to the 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 Buyer's own Letter of Indemnity and instruct the Shipping Agent accordingly.

### **19. DISCHARGE TERMS**

Buyer to guarantee minimum discharge rate **of 80 MT per 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 NOR is tendered or on immediately on berthing of the vessel which ever is earlier. NOR to be tendered by facsimile, telex, telegraph, wireless letter or telephone is acceptable and deemed to be received at the time of transmission.

### **20. 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.

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.



**21. 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.

**No deviations against the above (\*) marked clauses will be accepted.**

All other terms and conditions, when not in contradiction to the above-mentioned terms and conditions shall be governed by FOSFA 81.

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

**(RAVI KUMAR)  
DIRECTOR**



**ANNEXURE – I**

**PRICE BID**

**Name of Bidder:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
\_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_

Contact Person

\_\_\_\_\_

**PRODUCT: RBD PALMOLIEN**

Port of Discharge	Quantity (MT)	Unit Price/MT CIF (LANDED WEIGHT) IN USD	Shipment Period	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**



**ANNEXURE-II**

**DEVIATIONS FROM TENDER TERMS**

**(A) TECHNICAL SPECIFICATIONS**

<b>AS PER TENDER</b>	<b>DEVIATION</b>

**(B) COMMERCIAL TERMS :**

<b>AS PER TENDER</b>	<b>DEVIATION</b>

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