

STC/COCONUT - CRUDE OIL/2014-15/01

Dated 8.10.2014



THE STATE TRADING CORPORATION OF INDIA LTD
B-1-201, Marathon Next Gen Innova, Opp- Peninsula Corporate Park,
Off Ganpat Rao Kadam Marg, Lower Parel (W) Mumbai – 400013

EDIBLE OIL DIVISION

Tender Documents for

A) Empanelment of Associates/ Overseas Suppliers for supply of Coconut -
Crude Oil, to various Indian buyers through STC

&

B) Procurement of 6000 MTs of Coconut - Crude Oil to be imported on CIF basis
at Mundra Port (INDIA)

Tender Notice No. STC/ Coconut - Crude Oil /2014-15/01 DATED 08.10.2014

Due Date: 16.10.2014

Website : www.stc.gov.in



ABOUT US

THE STATE TRADING CORPORATION OF INDIA LIMITED (STC), incorporated under the Companies Act, 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001 and a branch office at B-1-201, Marathon Next Gen Innova, Opp- Peninsula Corporate Park, Off Ganpat Rao Kadam Marg, Lower Parel (W) Mumbai - 400013 is a Government of India Undertaking under the administrative control of Ministry of Commerce & Industry, Department of Commerce. STC is a premier international trading organization of India with experience of handling international and domestic business for over five decades and has been handling import and export of various kinds of products and commodities including various types of Liquid Bulk Cargo.

STC has a strong nation-wide presence with offices covering all the major port towns in India with deployment of highly skilled and experienced manpower across the country to provide quick and quality services to its clientele.

For supply of Coconut - Crude Oil to various Indian companies (hereinafter called as Customer), as well as for immediate requirement of 6000 MTs of Coconut - Crude Oil, STC hereby invites Expression of Interest (EOI) in two parts (i.e Part A and Part B) from prospective Associate Manufacturers/Suppliers (hereinafter called as Supplier) as per following:

1. Pre-qualification criteria for BOTH PARTs (i.e PART A & PART B)

- (i) The prospective Supplier/bidder should have the experience of supply of coconut - crude oil, during the last three financial years, directly or through PSUs to any company in India and/or outside India. The supplier/bidder shall furnish purchase orders or performance certificates in support of this.
- (ii) The prospective Supplier/bidder shall submit Bank reference to show credit worthiness of the supplier for upto Rs.50 million or equivalent foreign currency.
- (iii) The prospective Supplier/bidder shall submit a satisfactory Credit Rating Report (Not older than one Calendar year) from any of the following International Credit Rating agencies
 - Dun & Bradstreet
 - Moody's
 - Standard & Poor
- (iv) The prospective supplier should not have been blacklisted / banned for participation in Tender by Government of India or by any Government Undertaking in India. The supplier shall have to submit an UNDERTAKING (as per Annexure III) to this effect at the time of application for pre-qualification as well as each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.

The suppliers/companies who qualify as per the Pre Qualification criterion mentioned above can participate for either **ONLY PART A** (i.e Empanelment of Associate Suppliers for supply of Coconut - Crude Oil to various Indian

buyers through STC) or for **ONLY PART B** (i.e Procurement of 6000 MTs Coconut - Crude Oil to be imported on CIF basis at Mundra Port (INDIA) or **BOTH PART A & PART B**. However the bids for Part A and Part B has to be submitted separately.

PART A

Invitation for Expression of Interest

I. Scope of work:

- a. The Supplier shall supply coconut - crude oil in a required manner for delivery to various Indian customers.
- b. STC would sell the imported Coconut - Crude Oil to Customer on High Sea Sale basis. The basic terms of order received by STC from Customer shall mutatis mutandis apply in the back-to-back contract to be finalized between STC and the Supplier.

It is to be expressly understood and agreed by the prospective Supplier that STC shall be making the purchases on behalf of its Customers. In case any deductions are made from the bills of STC by its Customers on account of deviations in the specifications or due to short-landing at discharge port vis-à-vis Bill of Lading Quantity, the amount will be reimbursed by the Supplier.

Selection of overseas suppliers from the EOI received will be done by STC at its sole discretion and decision of STC shall be final and binding on all the empanelled parties.

Selection in the panel had at no point of time guarantees any award of work by STC through this empanelment and the supplier who fails to get the opportunity shall not have any right to claim any damages whatsoever against STC.

STC reserves right to access bidders capability and reliability to its full satisfaction before empanelling them.



PART – B

Procurement of 6000 MTs Coconut - Crude Oil to be imported on CIF basis at Mundra Port (INDIA)

INVITATION FOR BIDS: Bids are invited for import of Coconut-Crude Oil as per terms and conditions prescribed hereunder:

A. COMMODITY : Coconut - Crude Oil

B. SPECIFICATIONS:- (NO DEVIATIONS ACCEPTABLE)

Particulars	Specifications
Refractive Index at 40 Deg C	1.4481- 1.4490
Iodine Value	7.5 to 10
Acid Value	Max 10
Saponification Value	Not less than 250
Polenske Value	Not less than 13
Unsafricanicable Matter	Not more than 1 percentage
Moisture & Insoluble Impurities	1% Max
Colour Y+5 R (In one inch cell)	Max 30

C. INSPECTION:

- a. Shipped quality at load port as certified by an independent surveyor internationally repute at Seller's cost shall be final and landed quantity at discharge port as certified by an independent surveyor at buyer's cost shall be final.
- b. QUANTITY : 6000 MTs in bulk or in 21 MTs flexi bags with heating pads packed in containers

D. DISCHARGE PORT : MUNDRA PORT (INDIA)

E. SHIPMENT SCHEDULE :

- a. For 21 MTs flexi bags with heating pads packed in container

Shipment Period	Quantity (MTs)
25 th Oct to 24 th Nov 2014	3024
25 th Nov to 24 th Dec 2014	2961

- b. If the cargo is in bulk – single consignment to be shipped between 20th Oct 2014 to 20th Nov 2014

F. Price to be quoted as per format in Annexure II

G. PAYMENT TERMS: CASH AGAINST DOCUMENTS. 100 % payment to be released by Importer's bank to exporter bank on CAD basis only, after receipt of following documents

- a. Seller's signed Commercial Invoice in original & Packing List for goods shipped stating inter alia quantity In Wt./bags, description, quality/grade & specifications of Coconut - crude oil shipped, price and net Invoice value.
 - b. Original Bill of Lading, marked "FREIGHT PREPAID" is made out to order of STC/STC Bank & Notify party (Indian Buyer). Bill of Lading(s) (Negotiable or Non-negotiable) to be signed by Shipping line or by a named agent/Forwarder.
 - c. Certificate of origin issued by Chamber of Commerce & Industry in Country of origin or any relevant authority.
 - d. Copy of Insurance Policy/certificate that the said shipment is insured for Sailing to Indian Port unless it is a Global policy mentioning "Anywhere in the world".
 - e. Copy of Fax advising shipment particulars to the Buyer, immediately after loading.
2. **Submission of Expression of interest:** A Participant can submit bid for **ONLY PART A** (i.e Empanelment of Associate Suppliers for supply of Coconut - Crude Oil to various Indian buyers through STC) or for **ONLY PART B** (i.e Procurement of 6000 MTs Coconut Crude Oil to be imported on CIF basis at Mundra Port (INDIA) or **BOTH PART A & PART B**. However the bids for Part A and Part B has to be submitted separately.

The Expression of interest /bid document shall be submitted in two parts i.e.

Part-1:- Qualifying/pre requisite bid; pre qualification requirements have been indicated in Pre Qualification Criterion.

Part-2:- Price bid in separate sealed envelopes super scribing the respective words in both the envelopes.

Both the envelopes should be kept in another envelope super-scribing the tender notice no and date and **clearly mentioning Part A or Part B.**

The bid complete in all respects (with each page of EOI document duly signed and stamped) must be dropped in the box kept at the reception area at The S.T.C. of India Limited, B-1-201, Marathon Next Gen Innova, Off Ganpat Rao Kadam Marg, Opp Peninsula Corporate Park, Lower Parel (W), Mumbai - 400013 or reach the office via registered post/ courier on or before 16.10.2014 (11:00 IST). The quotations should be submitted in sealed envelope and addressed to Branch Manager.

Quotations received through fax/email will not be accepted.

The part-1 pre qualifying bid shall be opened in the presence of the tenderer or their authorized representatives in the office of STC of India Limited Mumbai on the scheduled date and time (i.e 16.10.2014 at 11:30 IST).

The price Bids of those eligible bidders who qualify only in the pre qualifying bids shall be opened on same day at 15:30 IST. The offers should be valid for 3 working days from the date of opening of the Offer.

3. Prospective Supplier may download Expression of Interest document from our website www.stc.gov.in, www.tenders.gov.in and www.eprocure.gov.in and copy of same can be obtained from STC's Office, Edible Oil Division, B-1-201, Marathon Next Gen Innova, Opp- Peninsula Corporate Park, Off Ganpat Rao Kadam Marg, Lower Parel (W) Mumbai – 400013 during office hours on any working day till one day prior to the opening of Expression of Interest/bid and shall submit documents in original down loaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest/bid received over Fax/Email shall be summarily rejected.
4. The Expression of interest/bid must contain the name of contact person, designation and place of Business of the Company with Phone and Fax Nos.
5. The validity of this Panel may be extended for a further period of one year after expiry of initial two years (i.e. financial years 2014-15 and 2015-16) at the sole discretion of STC.
6. **Successful bidder has to furnish Performance Bank Guarantee (PBG) as per the format provided at Annexure-IV for 5 % of contract value offered. The Performance Bank Guarantee (PBG) has to be submitted immediately after issuance of letter of award.**
7. The selected Supplier shall ensure compliance of all the Government regulations / conventions / policies /guidelines /orders etc. in force related to any or all of the activities covered in the imports.
8. All details and terms and conditions of this document shall have to be considered by the prospective Supplier in totality and the expression of interest containing incomplete documents & not complying with the above conditions are liable to be rejected.
9. Initially the Supplier shall be empanelled provisionally. However, for final empanelment, each Supplier has to give a declaration that the manufacturer/supplier and/or any of its Members of Board of Directors and/or its promoters do not have any crossholding/ shareholding directly and/or indirectly in any manner whatsoever in the other Supplier being empanelled by STC.
10. Late receipt of Expression of Interest/bid: Any EOI/bid received after the due date and time would be treated as not received.
11. Ownership of EOI Documents and information therein: All Expression of Interest documents/bid will become the property of STC upon submission. Where the prospective Supplier believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Supplier's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable STC will give effect to the prospective Supplier stated wishes, and requests for access to such information will be determined under the RTI Act.
12. No Contractual Obligation: STC is not bound contractually or in any other way to any prospective Supplier to this Expression of Interest. STC is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any Expression of Interest, incurred by the prospective Supplier to this Expression of Interest whether or not STC terminates, varies, or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including



consideration of concepts proposed in future developments.

13. Short listing of associate manufacturers/suppliers: Prospective Supplier who qualifies as empanelled manufacturers/suppliers to STC would be individually notified after the evaluation process of empanelment is complete.

14. Disclaimer:

The issue of this document does not in any way commit or otherwise obliges STC to proceed with all or any part of an EOI process. The EOI Request is not the subject of any process contract or any contractual obligations between STC and prospective Supplier. STC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective suppliers.

Any CORRIGENDUM/ REJOINDER/ADDENDUM will be published on the STC's website.



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ANNEXURE-I

EMPANELMENT FORMAT (TO BE FILLED) BY PROSPECTIVE ASSOCIATE
SUPPLIERS

DETAILS OF THE TENDERER

Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email id: _____

Branch Office in India (if any): Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email id: _____

1. PARTICULAR DETAILS **

<u>Quantity Supplied (in MTs)</u>	<u>In India</u>	<u>Outside India</u>
In t year 2011-12		
In year 2012-13		
In year 2013-14		
In year 2014-15		

** Documentary Evidences to be enclosed.

2. Attach supporting documents such as:

Sl. No	Particulars	Attached	Not Attached
1	Supporting documents of supplier such as Company Brochure, Balance sheets of last three years, ISO or other accreditation certificates (if any), Registration certificates with various tax, authorities or Government Departments etc		
2	Bank Reference Certificate		
3	Credit rating agency report		
4	Copies of Purchase orders/Performance Certificates in support Sr. No 1. above		
5	Acceptance of All terms and conditions specified in EOI.		
6	In case of trader/representative, attach original authorization/support letter from Manufacturer/Principals specific to this EOI.		
7	Has the company been black listed / banned by any Government Undertaking		
8	Details of clients to whom supplies during the last three years both in terms of volume and value have been completed. Certificates from above clients may also be attached.		

##Please use extra sheet, if more space is required.

Certified that the above information is true and we confirm that all information given in the Expression of Interest are correct and if at any point of time the information is found to be incorrect our EOI will be liable for rejection by STC.

Dated:

Signatures:

Name & Designation

Place Company Seal



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ANNEXURE-II

PRICE BID FOR PROCUREMENT OF 6000 MTs COCONUT - CRUDE OIL TO BE IMPORTED ON CIF BASIS AT MUNDRA PORT (INDIA)

PRICE BID

Name of Bidder: _____

Address:- _____

Tel. _____ Fax No. _____ Email _____

Contact Person

Price quoted for packaging in container

Shipment Period	Quantity (MTs)	Unit Price PMT (USD)/CIF basis	TOTAL VALUE (USD)/CIF basis	Country of Origin
25 th Oct to 24 th Nov 2014	3024			
25 th Nov to 24 th Dec 2014	2966			

If the cargo is offered in Bulk

Shipment Period	Quantity (MTs)	Unit Price PMT (USD)/CIF basis	TOTAL VALUE (USD)/CIF basis	Country of Origin
20 th Oct to 20 th Nov 2014	6000			

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



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ANNEXURE III

(ON COMPANY'S LETTER HEAD)

To,
The State Trading Corporation of India Limited,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____ **(Name of the Organization)**, hereby confirm and acknowledge that we have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India .

Thanking You

Yours faithfully

Name and Signature of the
Authorized Person

ANNEXURE IV

Tender for Purchase of 6000 MTs Coconut Crude Oil

PERFORMANCE GUARANTEE Format

(to be executed by any prime bank in India on stamp paper of Rs.100/-)

**The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhavan,
Tolstoy Marg,
New Delhi – 110001.**

1. Against Contract No./Tender No. _____ dated _____ (hereinafter called the LOI/Contract entered into between the STC (hereinafter called the Buyers) and M/s. _____ (hereinafter called the Sellers) this is to certify that at the request of the Sellers, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyers immediately on first demand, the amount of US \$ _____ (@ 5% of contract value) without any protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said contract. The decision of the Buyers duly communicated in writing to the bank that the sellers have failed to perform all or any of the 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 our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer.
2. It is fully understood that this guarantee is effective for a period upto three months with a right to the buyer to lodge claim within 15 banking days from the date of expiry. We _____ Bank also undertake not to revoke this guarantee during its currency without the consent in writing of the Buyers.
3. We _____ Bank, further agree that the buyer 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 or/extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said sellers 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 sellers or for any forbearance and/or commission on the part of the buyers, or any indulgence by the Buyers, to the said Sellers 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 affected by any change in the constitution of the said Sellers/Buyers.
5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in New Delhi, India alone.
6. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of release.

FOR _____ BANK

ACCEPT