

PEC Limited
(A Government of India Enterprise)
“Hansalaya”, 15-Barakhamba Road, New Delhi-110 001, INDIA
Tel.No. (91-11)-23722886/23326588; Fax No. (91-11)-23327262/23322303

AGRO COMMODITIES DIVISION

TENDER FOR EXPORT OF WHEAT

TENDER NO. : PEC/WHEAT/EXP/01/2012-13 **DATE: 13th JULY, 2012**
Tender Closing Time & Date: 1500 hours Indian Standard Time (IST) on 3rd August, 2012 .

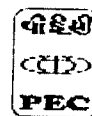
Bid Validity : Price Bids must remain valid upto 1700 hrs. Indian Standard Time (IST) on 13th August, 2012

PEC LIMITED (PEC) INVITES BID(S) FROM OVERSEAS BUYERS FOR EXPORT OF 90,000 MTS (+/- 10%) INDIAN MILLING WHEAT FROM FOOD CORPORATION OF INDIA (FCI) STOCKS AT KANDLA PORT

The bids are invited from overseas buyers of wheat of Indian origin (Crop Year : 2011-12/ 2012-13) stored in the godown(s) of FCI at Kandla port. The prospective buyers are requested to submit their bid(s) as per the detailed terms and conditions of this Tender.

- I. COMMODITY:** Indian Milling Wheat (CROP YEAR : 2011-12 /2012-13)
- II. PACKING:** Loose in bulk.
- III. SPECIFICATIONS:** As per the table given below :

SR.NO.	PARAMETER	SPECIFICATIONS	
1	MOISTURE	12 PCT	MAX
2	PROTEIN	11 PCT	MIN
3	TEST WEIGHT	78 Kg/Hl	MIN
4	GLUTEN (ON WET BASIS)	26 PCT	MIN
5	FOREIGN MATTER	0.75 PCT	MAX
6	SHRIVELLED/SHRUNKEN//BROKEN	6 PCT	MAX
7	DAMAGED GRAINS	2 PCT	MAX
8	FALLING NO.	400 PER SEC	MIN



IV. QUANTITY OF EXPORT:

Maximum quantity to be quoted by Bidder for Kandla port is 90,000 MT (+/- 10%). The bidder to quote for a minimum quantity of **35,000 MTs**.

V. SHIPMENT PERIOD: August 2012/September 2012.

VI. PRICE: To be quoted in US\$ PMT FOBST Kandla port in bulk.

VII. QUANTITY WEIGHT /QUALITY:

Independent inspection agency nominated by the Buyer (BIDDER) at Seller's (PEC) cost shall inspect cargo at FCI godowns at port locations and mark the stocks/stacks and hand over the cargo to nominated CHA of PEC for onward movement and loading into the Vessel. The same inspection agency will supervise the movement of cargo from FCI godown(s) till loading into the vessel. The Inspection Report issued by same independent agency for quality at FCI godown(s) and quantity at load port will be final and binding on both the parties.

VIII. FUMIGATION:

The cargo shall be treated with fumigant Aluminum Phosphide @ 9gms/12gms/15gms per MT.

IX. INSURANCE:

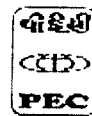
Appropriate insurance cover to be taken by Buyer at their cost. The buyer to provide details of insurance policy number and other relevant details before the cargo is loaded into the vessel.

X. PAYMENT:

Buyer shall open, within a period of 7 days from the date of Letter of Award against this tender, an irrevocable and operative Letter of Credit (L/C) from prime/first class international bank. The L/C shall allow part shipment. The L/C shall be payable at sight for 100% value allowing TT reimbursement on confirmation by the negotiating bank to the L/C opening bank that following L/C compliant documents have been received :

- a. Commercial Invoice in Quadruplicate.
- b. Full set of '**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.

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 bids shall be accompanied by a BID BOND in US Dollars, as per PEC's BID BOND Proforma (Annexure-1) or Demand Draft made out in favour of "PEC Limited" payable at New Delhi, India, for atleast 2% value of the bid. Bid Bond/demand draft shall be returned to the unsuccessful bidders. The Bid Bond/Demand 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:

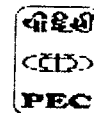
The successful bidder is required to establish Performance Bank Guarantee (PBG) for 2% value of the contract within five (5) working days from the date of Letter of Award valid upto 31st January, 2013 and upon acceptance of PBG the Bid Bond/Demand Draft shall be returned and shall not carry any interest. The PBG should be in the prescribed format (Annexure-II) from or through scheduled bank in India and the PBG is encashable at the counter of scheduled bank in India on first demand. The PBG shall be released on completion of Contract in all respects.

XIII. SHIPPING TERMS:

1. Buyer shall nominate seaworthy vessel(s) and intimate the following details of the vessel at least fifteen (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.

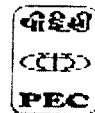
Immediately on nomination of the vessel, the seller would check the details of the vessel and same, if found workable, the acceptance would be conveyed.

2. Vessels nominated shall not be over 20 years of age. The vessels shall be dry and clean and fit for loading cargo duly certified by the nominated surveyor. The vessel



nominated must be such that it can safely enter, berth, load and sail from load port(s) to open sea.

3. Vessels nominated should be geared vessels only. Grab & crane hiring charges, etc, if required, shall be to the Buyer's account. The vessel should provide free power to the grabs. The vessel should be good enough to load grain cargo. No twin decker vessel to be allowed. Vessel 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 4500 MT (PWWD SHEXEIU) at Kandla 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. Comingling 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 surveyor etc. and is ready in all respects for loading the cargo. Valid NOR duly signed by the Master and/or Vessel owner/Seller's agent is to be tendered to the SELLER'S Head office/Branch Office and its nominated CHA agent at load port, Kandla.
8. Vessel shall give 10 days' arrival notice to Seller at their New Delhi/Branch office, nominated CHA and/or to sellers nominated representatives at Kandla 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 port dues and charges on the vessel 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 and local holidays.
11. Lay time to commence to count 24 hours after tendering of a valid NOR. In the event of 24 hours period ending between;



- 1200 to 2400 hours on Saturday,
- Sunday/Charter Party Holidays/Port holidays/local holidays,
- Between 1700 hours to 2400 hours on any working day,

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

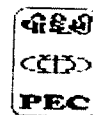
12. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay time. Similarly, in case vessel is required to shift from one berth to another berth, then the time taken in shifting will not be counted as lay time.
13. Arrival draft of the vessel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

XIV. DEMURRAGE/ DISPATCH RATE:

Demurrage rate shall be as per Charter Party but shall not exceed US\$ 10,000 per day or pro rata. Dispatch 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.

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 exceed three months, 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 Tender or the validity or the breach thereof shall be settled by Arbitration in accordance with Rules of Arbitration of Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration will be New Delhi, India and Delhi Court shall have jurisdiction. The Indian Laws shall apply.

XVII. OTHER TERMS & CONDITIONS:

- The proposed export cargo is from FCI stocks at port locations as per the given specification at clause III.
- The subject exports are subject to policy of Govt. of India from time to time

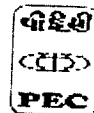
XVIII. GENERAL CONDITIONS:

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. PEC 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-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. PEC reserves the rights to cancel the tender in totality without assigning any reason.

XIX. SUBMISSION OF BIDS & VALIDITY

The bids complete in all respects addressed to Chief Marketing Manager, Agro Commodities Division, PEC Ltd, "Hansalaya", 15-Barakhamba Road, New Delhi-110001 (India), should be deposited in sealed envelope in Tender Box at 13th floor (Reception), at the above address **latest by 1500 hours IST on 3rd August, 2012 and offer to be valid till 1700 HRS IST on 13th AUGUST, 2012.**

The bids shall be opened at **1530 hours IST on 3rd August, 2012** in PEC office at above address. Bidders or their authorized representatives may attend the opening of the tender.



ANNEXURE-I

Tender for Export of Wheat

TENDER NO. : PEC/WHEAT/EXP/01/2012-13

DATE: 13th JULY, 2012

Tender Closing Time & Date: 1500 hours Indian Standard Time (IST) on 3rd August, 2012 .

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 bank in India)

M/s PEC LIMITED,
‘HANSALAYA’
15-BARAKHAMBA ROAD,
NEW DELHI-110 001.

Dear Sirs,

WHEREAS M/s _____ hereinafter referred to as “Bidder” has offered to purchase a quantity of _____ MT of WHEAT from PEC LIMITED hereinafter referred to as “PEC “ and the Bidder is required to submit a Bid Bond value of USD equivalent to 2% value of the BID as a guarantee for fulfillment of all the terms and conditions of bid, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by PEC the amount of US\$ _____, in case the Bidder wants to withdraw the bid 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 PEC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from PEC the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by us from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till ----- at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____ (US Dollar _____ only) and it will remain in force upto ----- in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till -----, 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/PEC.

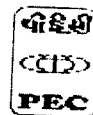
DATED:

FOR

PLACE:

BANK

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



ANNEXURE-II

Tender for Export of Wheat

TENDER NO. : PEC/WHEAT/EXP/01/2012-13

DATE: 13th JULY, 2012

Tender Closing Time & Date: 1500 hours Indian Standard Time (IST) on 3rd August, 2012 .

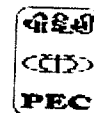
PERFORMANCE BANK GUARANTEE FORMAT

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

M/s PEC LIMITED,
'HANSALAYA"
15-BARAKHAMBA ROAD,
NEW DELHI-110 001.

1. Against Contract No./LOA _____ Dated _____
entered into between PEC Limited (hereinafter called "SELLER") and
M/s _____ (hereinafter called the Buyer) this is to confirm that at the request of the
Buyer, 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 us to the Seller from the date of demand to the date of payment.
2. It is fully understood that this guarantee is valid 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/LOA 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
New Delhi, India alone.
6. Our liability under this Bank Guarantee shall not exceed USD _____.
7. This Bank Guarantee shall be valid upto 31st January, 2013.

FOR _____ BANK
ACCEPTED



Annexure-III

Tender for Export of Wheat

TENDER NO. : PEC/WHEAT/EXP/01/2012-13

DATE: 13th JULY, 2012

Tender Closing Time & Date: 1500 hours Indian Standard Time (IST) on 3rd August, 2012 .

PRICE BID (To be completed by bidder)

A. Name of Bidder : _____
Address : _____
_____ Tel No. _____ Fax _____ Email _____
Contact Person: _____ (CELL NO.)

DETAILS OF BID VALUE:

Demand Draft No	Date	Drawn on	Amount (US\$)

B. Quantity in MT and Price in USD PMT FOBST in bulk basis:

Shipment Period	Kandla Port	
	Quantity (in MT)	FOBST PRICE IN USD PMT (in bulk)
August/September, 2012		

C. Name of three inspection agencies recommended by buyer for appointment by Seller :

1. _____ or
2. _____ or
3. _____

Name & Signature of the Bidder
With seal of Designation



Annexure-IV

Tender for Export of Wheat

TENDER NO. : PEC/WHEAT/EXP/01/2012-13

DATE: 13th JULY, 2012

Tender Closing Time & Date: 1500 hours Indian Standard Time (IST) on 3rd August, 2012 .

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. of India/Govt. of India agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal