

# **PEC LIMITED**

(A Government of India Enterprise) "Hansalaya", 15-Barakhamba Road, New Delhi-110 001, INDIA Tel. No. +91-11-23736713/23314723 E-mail: swati@peclimited.com

# AGRO COMMODITIES DIVISION

# EXPRESSION OF INTEREST FROM MILLERS/SUPPLIERS FOR SUPPLY OF UP TO 5 LAKH MT RICE (WHITE AND/OR PARBOILED) FOR EXPORT FROM INDIA

#### EOI NO. PEC/AGRO/RICE/2017-18/01

DATE: 27.06.2017

EOI CLOSING TIME: 1700 HRS. IST ON FRIDAY, 30<sup>TH</sup> JUNE 2017

PEC LIMITED (PEC) INVITES EXPRESSION OF INTEREST (EOI) FROM MILLERS/SUPPLIERS FOR EMPANELMENT WITH PEC, FOR SUPPLY OF UP TO 5 LAKH MT WHITE AND/OR PARBOILED RICE OF INDIAN ORIGIN FOR EXPORT FROM INDIA. ONLY SUCH SUPPLIERS MAY PARTICIPATE IN THE EOI WHO/WHICH HAVE THEIR OWN MILLING CAPACITIES.

The EOI is invited from millers/suppliers based in India and meeting the eligibility criteria and terms of supply as enumerated in this EOI document, for export of rice (white and/or parboiled) from various ports in India.

- I. <u>COMMODITY</u>: Non-Basmati Rice (White and/or Parboiled) of crop year 2016 or latest.
- **II.** <u>SPECIFICATIONS</u>: The supplier shall offer rice in good condition, fit for human consumption, without any unpleasant odour, free from any sign of mould, fermentation or deterioration, and free from any obnoxious and deleterious matters and poisonous weed seeds. Rice must be free from any insect infestation and shall have the following specifications:

PARAMETER	SPECIFICATIONS	MARGIN OF TOLERANCE WITH CLAIM FOR DEVIATION BEYOND SPECIFICATIONS	REJECTION
MOISTURE (MAXIMUM)	13.0 PCT	14.0 PCT	ABOVE 14.0 PCT
BROKEN GRAINS (MAXIMUM)	5.0 PCT (RICE OF SIZE 3/4 <sup>TH</sup> AND BELOW WILL BE CONSIDERED AS BROKEN AND LESS THAN 1/4 <sup>TH</sup> BROKEN SHOULD NOT BE 2.0 PCT)	8.0 PCT (RICE OF SIZE 3/4 <sup>TH</sup> AND BELOW WILL BE CONSIDERED AS BROKEN AND LESS THAN 1/4 <sup>TH</sup> BROKEN SHOULD NOT BE 4.0 PCT)	ABOVE 8.0 PCT



FOREIGN MATTER	0.3 PCT	0.5 PCT	ABOVE 0.5 PCT
(MAXIMUM)	0.5101	0.5101	ADOVE0.51C1
DEAD. DAMAGED AND			
DISCOLORED GRAINS	3.0 PCT IN TOTAL	4.0 PCT IN TOTAL	ABOVE 4.0 PCT
(MAXIMUM)			ADUVE 4.0 FC1
RADIOACTIVITY	50 Bq/Kg of 137Cs/134 Cs	50 Bq/Kg of 137Cs/134 Cs	50 Bq/Kg of
(MAXIMUM)	(RELAXABLE)	(RELAXABLE)	137Cs/134 Cs

All the parameters must be limited to percentage mentioned against each item individually and separately. The quality shall be final at discharge port, and claims for supply of cargo with deviations as above shall be determined on the basis of each parameter separately and individually for the entire shipped quantity beyond the admissible parameter at double the rate.

#### III. <u>PACKING</u>:

The rice shall be packed in new polypropylene (PP) woven bags of 50 kg net of size 36" x 24". Tare weight of empty bags shall be 120 grams minimum. The mouth of the bags shall be double stitched by machine. The bags shall be required to be marked as informed by PEC in due course.

## IV. <u>QUANTITY OF EXPORT</u>:

PEC intends to export between 2 lakh MT to 5 lakh MT Non-Basmati white and/or parboiled rice over the next 3-4 months. The empanelled millers/suppliers may be allotted full/partial quantities of the above at the sole discretion of PEC.

V. <u>SHIPMENT PERIOD</u>: Entire quantity to be shipped in 3-4 months' time from date of confirmation of supply by PEC.

#### VI. <u>ELIGIBILITY CRITERIA FOR EMPANELMENT:</u>

Interested suppliers may forward their EOI in the format provided at Annexure I. However, only such entities may participate in the EOI who meet the following eligibility criteria:

- 1. The suppliers shall be required to have their own milling facilities of at least 1 million MT per annum white and/or parboiled rice in their OWN mills. They shall be required to submit manufacturing license/FSSAI license in support of their installed/utilized capacity. Traders/aggregators/consolidators are not eligible to apply for this empanelment;
- 2. The suppliers should be solvent and capable of supplying the quantum of rice envisaged by PEC for exports. The shall be required to provide balance sheets/audited financial reports of the previous three



years, along with solvency certificates/credit limit certificate/ credit sanction letter or any certificate establishing solvency of at least Rs. 200 crores of the miller/supplier. from their banks, ;

- 3. It is preferred that the suppliers should have had prior experience in exporting rice to markets like West Africa, Bangladesh etc. They may submit shipping bills/BRCs in support of their exports;
- 4. To ensure uninterrupted supplies, the suppliers should have enough inventory and logistics, including warehouses, to be commensurate with the quantum of supplies. Any statements/declarations in support of these may be submitted along with the applications;
- 5. The suppliers shall also have the capability to deliver rice on CIF Liner Out terms to the country of import. They shall therefore be required to have their local agents/CHAs etc. as may be required at the discharge port to facilitate the discharge process at their cost;
- 6. The suppliers should not have been blacklisted from PEC and/or any Govt. of India agencies. A Certificate to this effect, as provided at Annexure II, shall be required to be provided along with the EOI for Empanelment.

#### VII. <u>EARNEST MONEY DEPOSIT</u>

The applicants shall be required to deposit Rs. 20 lakhs as EMD toward their EOI. This EMD shall not bear any interest. For empanelled millers/suppliers, this EMD shall be retained till the period of completion of supplies.

For applicants who have not been empanelled, the EMD shall be refunded within 7 (seven) working days of their request for refund.

The EMD may be deposited in PEC's accounts, the details of which are as follows: BENEFICIARY: **PEC LIMITED** CC ACCOUNT NO.: **00000010813608603** BANK NAME AND BRANCH: **STATE BANK OF INDIA, CAG BRANCH, JAWAHAR VYAPAR BHAWAN, NEW DELHI** IFSC CODE NO: **SBIN0009996** 

#### VIII. <u>PERFORMANCE BANK GUARANTEE</u>:

PEC may be required to submit with the Importer a PBG for 5%/10% of CIF LO value of cargo (including tolerance). The supplier shall be in turn, required to submit a back-up PBG of the same value to PEC, and shall also bear the expenses of PEC's PBG to the Importer. In case the Importer is agreeable, the supplier may submit a PBG directly on PEC's behalf.



## IX. <u>QUANTITY WEIGHT /QUALITY</u>:

Independent inspection agency of international repute, nominated by the miller/supplier and duly approved by PEC, shall be appointed at the miller's/supplier's cost. They shall inspect cargo (es) at the port of loading and certify the quantity, as also whether the quality is in conformity with the specifications as mentioned in this document. However the quantity/weight and the quality shall be final at the discharge port. The terms of post landing survey at the discharge port shall be duly informed.

## X. <u>FUMIGATION</u>:

The cargo, if required to be fumigated, shall be done at the time, risk and cost of the miller/supplier.

#### XI. <u>TERMS OF DELIVERY</u>:

Rice in bagged form in PP bags of 50 kg is to be delivered to the port of discharge on CIF Liner Out terms. Discharge operations at the discharge port t be carried out by the miller/supplier at their cost.

#### XII. <u>TERMS OF PAYMENT AND CLAIMS:</u>

PEC shall be exporting the cargo in its name at predetermined rates. The remittances received by PEC shall be duly passed on to the miller/supplier on receipt by PEC, and after deduction of the trading margin of PEC. PEC shall NOT, under any circumstance, be providing any pre-shipment advance/packing advance or any financial outlay of any sort before export/shipment/receipt of payment from the importing country.

The terms of payment from the importing country shall apply on the transfer of payment from PEC to miller/supplier *mutatis mutandis*. This may include payment terms such as release of payment in tranches of 90% on arrival of cargo at the discharge port, and the balance 10% on the acceptance of cargo by the importer in conformity with their quality specifications. Detailed terms of payment shall be informed to the empanelled miller/suppliers on offer and confirmation of contract of supply. However, as mentioned in Clause III of this document, supply of non-conforming cargo shall be subject to deductions in price at double the rate of deviations. In this case, PEC shall not entertain any claims/losses/damages etc. of any kind for reason of such deductions on quality.

#### XIII. <u>OTHER TERMS & CONDITIONS</u>:

- 1. The proposed export of white and/or parboiled rice of quantities between 2 lakh MT to 5 lakh MT are subject to policy of Govt. of India from time to time.
- 2. The current exports shall be independent of any previous ongoing/completed contract(s) that may have been entered into between PEC and the miller/supplier.



#### XIV. <u>GENERAL CONDITIONS</u>:

- **1.** Applications from millers/suppliers who have been blacklisted by Govt. of India/Govt. of India Agencies are liable to be rejected.
- **2.** Applications from Traders/aggregators/consolidators are liable to be rejected. Sub-contracting shall not be allowed.
- **3.** Incomplete or deficient Applications/EOIs, received late are liable to be rejected. <u>PEC reserves the right to</u> reject any Applications/EOIs without assigning any reasons. Applications/EOIs received by fax shall not be entertained.
- **4.** Millers/Suppliers to certify, as per Certificate -**Annexure-II** that the Application is in complete conformity with EOI terms, which are also acceptable to them without any deviations, whatsoever.
- **5.** If at a later date, it is found that any miller/supplier has given incorrect and misleading information/document(s), PEC shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee etc.
- **6.** PEC reserves the rights to call for any additional information/documents from any miller/supplier to this tender, and to be received by PEC in the time frame as desired by PEC.
- 7. PEC reserves the right to cancel the EOI in totality without assigning any reason.
- **8.** On confirmation of business with the import, PEC shall be allocating quantities to the empanelled millers/suppliers at the sole discretion of PEC.

#### XV. JURISDICTION

Conflicts, if any, shall be subject to the jurisdiction of Indian Laws at New Delhi courts.

#### XVI. <u>SUBMISSION OF EXPRESSION OF INTEREST/APPLICATION</u>

Interested millers/suppliers are required to submit their Expressions of Interest, along with the supporting documents as enumerated in Clause VI, and the EMD details, in a sealed envelope addressed to General Manager, Agro Commodities Division, PEC Ltd, "Hansalaya", 15-Barakhamba Road, New Delhi-110001 (India) in Tender Box at 13<sup>th</sup> floor (Reception), at the above address **latest by 1645 hours IST on Friday, 30<sup>th</sup> June 2017.** 



#### ANNEXURE-I

## EXPRESSION OF INTEREST FROM SUPPLIERS FOR SUPPLY OF UP TO 5 LAKH MT RICE (WHITE AND/OR PARBOILED) FOR EXPORT FROM INDIA

#### EOI NO. PEC/AGRO/RICE/2017-18/01

DATE: 27.06.2017

#### APPLICATION FORMAT FOR EMPANELMENT WITH PEC FOR SUPPLY OF RICE (WHITE AND/OR PARBOILED) FOR EXPORTS

#### 1. NAME OF THE MILLER/ SUPPLIER :

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- TYPE OF ENTITY (PROPRITERSHIP / PARTNERSHIP / PRIVATE LTD. / PUBLIC LTD. ETC.)
- LIST OF DIRECTORS, ALONG WITH THEIR PAN CARD COPIES TO BE PROVIDED
- DETAILS OF REGD. WITH TAX AUTHRITIES, PAN NO., GSTIN NO. ETC ALSO TO BE PROVIDED

2.	CORPORATE ADDRESS	:			
3.	REGISTERED ADDRES	:			
4.	FACTORY/MILL/PLANT ADDRESS	:			
5.	ANNUAL MILLING CAPACITY (TO BE SUPPORTED BY CERTIFICATE/LICENSE)	:			
6.	TURNOVER IN FY 2016-17 TURNOVER IN FY 2015-16 TURNOVER IN FY 2014-15 (Copies of Balance Sheet to be provided)	: :			
7.	PREFERRED PORT OF LOADING	:			
8.	QUANTITIES EXPORTED IN THE LAST THREE YEARS (in MT)	:	FY 2016-17	WHITE RICE PARBOILED RICE	:
	(To be supported by copies of shipping bills etc.)		FY 2015-16	WHITE RICE PARBOILED RICE	:
			FY 2014-15	WHITE RICE	:
				PARBOILED RICE	:



#### Annexure-II

# EXPRESSION OF INTEREST FROM SUPPLIERS FOR SUPPLY OF UP TO 5 LAKH MT RICE (WHITE AND/OR PARBOILED) FOR EXPORT FROM INDIA

#### EOI NO. PEC/AGRO/RICE/2017-18/01

DATE: 27.06.2017

## **CERTIFICATE OF CONFIRMITY**

Certified that the EOI is in total conformity with the terms and conditions of this documents, as also the terms and conditions are acceptable to us without any deviation, whatsoever. We further certify that we are not blacklisted by PEC Limited/Govt. of India/Govt. of India Agencies.

Signature of the Authorised Representative\_\_\_\_\_

Full Name of Authorized Representative\_\_\_\_\_

Designation\_\_\_\_\_

**Company Seal**