

Manipur Industrial Development Corporation Limited

(A Government of Manipur Undertaking)

Industrial Estate Takyelpat, Post Box No. 46

Imphal-795001 (Manipur), India

MANIDCO/RM/RICE/IMPORT/11/

Dated, 09/03/2011

TENDER NOTICE FOR IMPORT OF 30,000 MTs OF RICE FROM MYANMAR

Manipur Industrial Development Corporation Ltd. (MANIDCO) invites sealed tenders for import of 30,000 Mts of rice of Myanmar origin from the Exporters of Myanmar possessing the requisite documents under Export Import Policy of Myanmar and other Government agencies as per rule. For shipment (by road) during April/May 2011 to September 2011 at Moreh, Land Custom Station (INDIA). Interested suppliers may furnish bids in sealed envelopes in conformity with the terms and conditions prescribed in the tender documents No. **MANIDCO/RM/RICE/IMPORT/11 DATED 9th March, 2011.** Tenders may be submitted at MANIDCO Office Building, Takyelpat Industrial Estate, Imphal-795001, Manipur, India before 1500 hrs of 18.03.2011, which shall be opened at 1530 hrs same day in presence of interested bidders or their authorized representatives.

MANIDCO reserves the right to reject any or all tenders without assigning any reason. Dispute if any shall be subject to jurisdiction of Court in Imphal.

For detailed terms and conditions may be had from MANIDCO Office Building, Takyelpat Industrial Estate, Imphal-795001, Manipur, India during any office working hours between 10.00 a.m. to 4.00 p.m. or see to the Website www.dcmipur.gov.in

(S. I. Sharma)

Managing Director

TENDER FOR PURCHASE OF 30,000 Mts OF MYANMAR RICE

TENDER NO: MANIDCO/RM/RICE/IMPORT/11

DATED 9th March, 2011

CLOSING ON 18th March, 2011

TERMS & CONDITIONS OF TENDER

1. **INVITATION FOR BIDS:**

MANIDCO, Takyelpat Industrial Estate, Imphal, Manipur, India, invites bids for import of rice as per the terms and conditions prescribed hereunder:

2. **ITEM :**

Fit for human consumption

Sl. No.	Particulars	Country of Origin
i.	EMATA MYANMAR	Myanmar origin

WHITE RICE 25% BROKEN

Specification of rice to be mentioned in the price bid.

3. **SPECIFICATIONS:**

As per **Annexure-1**

4. **QUANTITY AND SHIPMENT(*by road*) PERIOD**

Rice variety	Quantity Required	Minimum Bid Qty in Mts	Shipment (by road) Period (During following period at Buyers Option)
EMATA MYANMAR WHITE RICE 25% BROKEN	30,000 Mts	5000 Mts	<i>April to September, 2011</i>

PORT OF DISCHARGE: **LAND CUSTOM STATION, MOREH, (INDIA)**

Note: Quantity can be increased or decreased at the sole discretion of the Buyer

5. **PRICE**

Price to be quoted in **Annexure-II** in EURO/ Singapore Dollars PMT net delivered weight and quality basis on C&F value on the following terms of Payment option.

i. 100% payment at Sight through L/C on presentation of documents to the bank.

And/or

ii. 100% payment through usane L/C for 120 days. Shipment by Truck Discharge at Land Custom Station, Moreh

The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of rice.

6. **PACKING:**

Rice are required in bags packed in new 50 Kgs net weight land worthy PP bags of uniform quality and weight capable to withstand 50 Kgs net weight and multiple handling. Bags to be machined stitched with marking of “**MANIDCO, Net Weight - 50Kgs and License No.**” printed on the outer PP Bag.

7. **COUNTRY OF ORIGIN**

Country of Origin should be mentioned in the Bid.

8. **DEVIATIONS:**

Bidder should submit a separate statement along with the Bid giving deviations, if any, (as per **Annexure-III**) 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.

9. **SUBMISSION OF BIDS:**

The offer complete in all respect addressed to **The Managing Director, MANIDCO Limited, Takyelpat Industrial Estate, Imphal-795001, Manipur, India**, should be submitted in sealed envelope latest by 1500 hrs. IST on Friday, 18th March, 2011at the above address.

The tender shall be opened at 18th March, 2011 at 1530 hrs. IST on the same day in the Office premises of 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-II**.

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 MANIDCO 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) Each page/document must be signed by the Bidder.
- (c) The Buyer reserves the right to split/reduce/increase the quantity.
- (d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/Courier to the successful bidder(s) and/or his/their Agents(s) in India within 5 working days.
- (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.
- (f) Negotiation: On opening of bids, buyer reserves the right of negotiation with the next lowest bidders in case additional quantity requirement, if not sufficiently met by lowest bidder.

10. **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. (As per Contract Form in **Annexure-IV**)

11. **FUMIGATION**

- a. The rice consignment must be treated by appropriate fumigant prior to delivering strictly in accordance with the instructions as given in Order ‘Plant Quarantine (Regulation of Import into India) Order 2003’ with schedules and subsequent amendments.
- b. Seller must ensure conformity to quality requirements pertaining to “ Grain for consumption from any country should be free from granary weevil (Sitophilus granaries) and fumigated with Methyl Bromide @ 32 /g/cu.m at 21O C and above for 24 hrs under NAP and the treatment to be endorsed on phytosanitary certificate”

12. INSPECTION

A) Before shipment/dispatch

- i. The Seller shall, on receipt of letter of confirmation from the Purchaser, offer to the Purchaser's nominated representative, the stocks as per consignment schedule prior to shipment/dispatch and also shall ensure its representative's accessibility to the stocks for inspection, sampling, testing etc. to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- ii. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- iii Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

B) After shipment/dispatch

- i. The rice consignment (*Quantity, quality, weight, packing etc*) may be referred to Plant Quarantine authorities for Phytosanitary inspection and to ensure that the consignments conform to Indian Plant Protection and Quarantine requirements and issue a certificate to that respect in addition to the certificate issued by Government authorized agency of country of origin. These consignments of rice will be allowed clearance only after getting NOC from Plant Quarantine Authorities.
- ii. Rice samples will be drawn and sent to the Public Analyst for final clearance by the Customs. And if the test report does not conform to the prescribed standards, the import rice consignment will be either re-exported or destroyed under the relevant rules.

13. **DETAILS OF SHIPMENT BY ROAD**

- a. Number of Trucks and Regd. No.
- b. Departure Date
- c. Post of shipment/post of dispatch
- d. Invoiced quantity and value of goods, Truck challan/invoice
- e. Packing specification and Weight certificate

14. **TRANSPORTATION**

Where the Supplier is required to deliver the Goods on the basis of C&F, transport of the Goods to the final destination i.e (**LAND CUSTOM STATION, Moreh**) in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15. **POST LANDING SURVEY**

- a. In case of any damage to the rice consignment or any shortages found at unloading/discharge destination, the damage or the loss will be borne by the seller. The buyer will have no liability for any such losses due to transportation etc. However, joint survey, to find any reasons for such loss/damage can be done
- b. The unloading/ discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to **The Managing Director, MANIDCO Ltd.**

16. **PAYMENT**

- a. 100% payment by Irrevocable non-transferable letter of credit for the agreed period/sight.
- b. The letter of Credit shall be negotiable against the following documents:
 - i. Seller's signed Commercial Invoice in five (5) originals with five (5) copies for goods delivered on the basis of consignment showing inter alia quantity/description, quality of rice delivered, price and net Invoice value.
 - ii. Complete set of original Truck received, marked "FREIGHT PAID", in the order.

- iii. Certificate issued by the Govt nominated Official Agency in the Country of Origin for rice consignment is fit for human consumption.
 - vi. Certificate of origin issued by Chamber of Commerce in Country of Origin.
 - v. Original Phytosanitary certificate in conformity with accepted international convention and phytosanitary regulation of India. Following additional declarations are required to be incorporated in the phytosanitary certificate that the consignment(s) conforms to Plant Quarantine (Regulations of Import into India) Order 2003 with subsequent schedules and amendments.
 - vi. Fumigation certificate certifying that the rice consignment (s) has been fumigated prior to delivering.
 - vii. Details of packing specification and Weight certificate
 - viii. The certificate of conformity from Indian Plant Protection and Quarantine.
 - ix. Test report from Public Analyst conforms to the prescribed standards for final clearance by the Land Custom Station, Moreh, India.
- c. All charges in India on Buyer's account.
 - d. All charges outside India on Seller's account.
 - e. L/C can be confirmed at Beneficiary's request. The confirmation charges shall be borne by beneficiary. Documents presented within the validity of L/C shall be acceptable. L/C to be valid for negotiation for 21 days after dispatch of the rice consignment and within the validity of L/C.

17. **INTIMATION**

The intimation for shipment of goods should be intimated to The Managing Director, MANIDCO LIMITED, Takyelpat Industrial Estate, Imphal-795001, Manipur, India, through Fax/ E-mail, followed by courier, documents prior to the arrival of vessel and a copy of the same should be attached to the L/C documents.

E_mail: sisharma@rediffmail.com or manoj63h@gmail.com

18. **FORCE MAJEURE**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the

Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances.

19. **CANCELLATION OF CONTRACT**

If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract. The Buyer shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

20. **ARBITRATION**

In case of any dispute arising out of or in connection with this agreement, the same shall be referred for sole arbitration to **The Principal Secretary, Govt. of Manipur** /or his nominee, whose decision shall be binding on both the parties. The Arbitration and Conciliation Act, 1996 with any statutory modification or re-enactment thereof shall apply to such proceedings. Venue of Arbitration shall be Imphal and only competent courts at Imphal shall have jurisdiction in the matter.

21. **JURISDICTION**

In case of any dispute/matter pertaining or touching to this agreement shall be subject to the legal jurisdiction of law applicable in Imphal.

ANNEXURE- I**QUALITY SPECIFICATIONS****EMATA MYANMAR WHITE RICE 25% BROKEN**

a) GRAIN COMPOSITION	
i) Whole Kernels & Head Rice	60%-75%
ii) Big Brokens	12% to 18%
iii) Brokens	22% to 25%
iv) Small Brokens	0.5%
b) PADDY	4 grains per 100 cc
c) MAXIMUM ALLOWANCE OF MIXTURE	
1) Damage	
Yellow: 1 st Half of the year	1.0%
Yellow: 2 nd Half of the year	2.0%
Otherwise damaged	3.0%
2) Foreign Matters	1.0%
3) Foreign Kernels	5.0%
4) Red & Red Streaked Kernels	3.0%
5) Chalky Kernels	8%
d) MILLING DEGREE	Reasonably well milled
e) MOISTURE CONTENT	14% Maximum

GENERAL

PLEASE NOTE ALL THE RICE QUOTED SHALL BE FROM CURRENT SEASON'S CROP AND SHALL BE SOUND, SWEET, CLEAN WHOLESOME, FREE FROM MOULDS/FUNGUS, LIVE INSECTS OBNOXIOUS SMELL OF UNWHOLESOME SUBSTANCE AND SHOULD BE OF REASONABLE UNIFORM SIZE IN PROPORTION TO THE AVERAGE LENGTH OF THE UNBROKEN KERNELS AND THE GRAIN WITH A LENGTH OF 0.75 AND ABOVE SHALL BE NOT LESS THAN 60% SHAPE AND COLOUR CHARACTERISTICS.

ALL REQUIREMENTS OF PLANT QUARANTINE (REGULATION OF IMPORT INTO INDIA) ORDER 2003 OR ANY AMENDMENTS THEREOF TO BE STRICTLY ADHERED TO, FAILING WHICH THE CONSIGNMENT WILL STAND REJECTED.

FOR ALL ABOVE RICE SHOULD BE FREE FROM GRANARY WEEVIL (SITOPHILUS GRANARIES) AND FUMIGATED WITH METHYL BROMIDE @ 32 /G/CU.M AT 210 C AND ABOVE FOR 24 HRS UNDER NAP AND THE TREATMENT TO BE ENDORSED ON PHYTOSANITARY CERTIFICATE"

PRICE BID FORM

Name of Bidder: _____

Address: _____

Tel No. _____ Fax No. _____

E mail : _____

Contact Person : _____

Profile in brief of the Company: _____
(Enclosed separate sheet if required)**PRODUCT: Reference Annexure – I**

Item	Packing	Country of Origin	Specifications	Quantity (MT)	Unit Price/MT in EURO/Singapore Dollars C&F(at LCS, Moreh)

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

PROFILE IN BRIEF OF THE TENDERER

(May be enclosed as a separate sheet)

1	Name (in block letter)	
2	Registration number and date of Registration:	
3.	Address, District and State	
4	Whether the organization is located in its own/rented building	
5.	Activity of the Organization	
6.	Details of Managing Committee/Partners/Functionaries (enclosed separate sheet if required)	
7.	Summary of financial status of the organization (in INR)	

Enclosures

Signature of the Bidder

DEVIATIONS FROM TENDER TERMS

(A) TECHNICAL SPECIFICATIONS

AS PER TENDER	DEVIATION

(B) COMMERCIAL TERMS :

AS PER TENDER	DEVIATION

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

Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between MANIPUR INDUSTRIAL DEVELOPMENT CORPORATION LTD. (MANIDCO LTD.) of India (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of[city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for EMATA MYANMAR RICE 25% BROKEN and has accepted a bid by the Supplier for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Price Bid Form submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Quality Specifications of rice;
 - (d) the Terms and Conditions of Contract; and
 - (e) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)