

Tender Of Sunflower Oil No . 3 / 2010 Cash Payment And Letter of Credit

1) PAYMENT :

A – By irrevocable and untransferable letter of credit , in case seller request to let this letter of credit to be confirmed , he should pay all amount needed for this amendment ,and the foodstuff trading will specify the rate of paying for the L/C of every quantity .

B- Cash payment :-

(1) : CIF Um Qaser Port .

* 90% Of Total Value Of Quantity Of The Commodity Shall be Paid after The arrival of consignment to Um Qaser port and analysis result issued from Buyer Laboratory .(analysis result should confirm fitness of goods for human consumption and conform to contractual specifications) .

* 10% Shall be paid after the issuance of port report (A report issued by the Buyer which prove that the commodity was delivered to UmQaser port .

(2) CIP All Iraq governorates warehouses .

* 100% cash payment payable after arrival of goods to final destination (Buyer warehouses in Baghdad and all Iraqi governorates according to mot/scft warehouses delivery receipts and certificate from mot / scft Laboratory to confirm that are fit for human consumption and complied to contractual specifications .

2) QUANTITY : 30 000 m/tons net metric tons $\pm 5\%$ maximum

according to the following specifications . this quantity could be divided into more than one quantity . the food stuff trading has the right to give one quantity or more than one quantity and also has the right to give less or more from awarded quantity for more than one supplier.

3) SPECIFICATIONS :

Sunflower oil

1- Applying area :-

This field specify the general requirements and methods of testing sunflower oil seeds intended for food .

2- Definition :-

the oil extracted from sunflower seeds exposed for the appropriate manufacturing processes and make it fit for human consumption .

3- THE REQUIREMENTS : -

3-1 Raw materials .

3-1-1 Extract oil from sunflower seeds that match the quality standards .

3-2 The final product .

3-2-1 The oil must be taste and smell good and free from any strange smell or taste indicates damage to the oil .

3-2-2 Clean and without any exotic materials .

3-2-3 Devoid from any additional animals or vegetarians oils and liquids .

3-2-4 Product is devoid of solvent extraction process used .

3-5 The production must match the following requirements shown below :

Featur	requirements	test methods
*Relativity density for oil at(20c)	0.918-0.923	refer 1 - 2
*Modulus refracting at 40c	1.467-1.469	=
* Iodine value	110 – 143	=
*Soaping value mg hydroxide potassium for each gm oil	188-194	=
* Unsoaping materials / mass (maximum)	1.5	=
Acidity mg (KOH) % gm oil (maximum)		
* Crude oil	4	=
* Non – crude oil	0.6	=
* Peroxide value equivalence peroxide oxyden kg oil (max)	10	=

4- ADDITIONAL ALIMENTAL :

4-1 Colors :

Additional colors allowed to be use for purpose restoring the missing original color during the production process or to unite the color but must not led to misled or deceive consumer by hiding the bad quality or make the product look better than its appear its appear .

<u>Additional color</u>	<u>maximum / allowed</u>
* 1-1-4 Beta karutsen	determined by the new manufacturing mettdod
* 2-1-4 Anato	determined by the new manufacturing mettdod
* 3-1-4 Kkourkosin	determined by the new manufacturing mettdod
* 4-1-4 Kanta zakthine	determined by the new manufacturing mettdod
* 5-1-4 Beta – 8 – karotinal	determined by the new manufacturing mettdod

Methods of testing pilot be mandatory in case of dispute

- * 6-1-4 Ethyl esters and methan , acid beta – 8 korotenwick
determined by the new manufacturing mettdod

4-2 Flavors :

The flavors allowed to add natural or synthetic counterparts industrially product and allowed to use internationally , except that pose a serious threat to restore missing natural flavore during the production procces for the purpose Of standardization of taste but that additional must not led to misled or deceive consumer by hiding the bad quality or make the product look better than its Appear .

4-3 Anti oxidation :

<u>Name of materials</u>	<u>maximum / allowed</u>
* 4-4-1 Citric acid and sodium nitrate	determined by the new manufacturing mettdod
*4-4-2 Listhine	determined by the new manufacturing mettdod
* 4-4-3 Blend of strat al iysobmrobil	
* 4-4-4 Strat Unilateral Alclesrin	100 mg / kg single or mixture
* 4-4-5 Phosphoric acid	

5-4 Materials of anti – foam

- * 4-5-1 Binary methil of many silicocinn
Binary methil silicon 10 mg / kg single or mixture
With silicon dioxide

6-4 Anti – Crstallization

Oxi sitarine 1250 mg / kg

5- COLORING :

1-5 Volatiles at 105 m % mass	0.2
2-5 Impurities dissolved % mass	0.5
3-5 Content Alstboni % mass	0.005
4-5 Iron mg / kg	1.5
5-5 Copper mg / kg	0.1
6-5 Lead mg / kg	0.1
7-5 Arsenic mg / kg	0.1
8-5 Mercury mg / kg	0.1

* Validity date of the commodity : two years from the date of production , and at least one year and eight months from the date on which the cargo arrives at the point of entry in iraq .

6- HEALTH CONDITION :

Is applied to the conditions and requirements contained in the specifications Of no . 356 iraqi special rules of health laboratories and food processing in the manufacture and trading of the product .

7) PACKING :

- * The product must be packed in bottles made from **POLYETHILENE** tetravet and allowed to be used internationally .(1 liter – 2 liter) .
- * Weight in litres and KGS must be printed on the bottles .
- * Each plastic bottle should be durable and strong and suitable for export to To prevent my leaking .
- * Each bottle and carton should be marked by expiry date and date of Production .

4) DISCOUNT CONDITION : buyer has the option to accept goods with adiscount in case found a deviation in contracted specifications provided that same deviation should be within the allowed max . / min . limits percentage of deviation in specifications fixed by concerned authority by which these specifications are adopted confirmed by technical party .

(4 – 10)

5) DOCUMENTS REQUIRED :

- * Commercial invoice (two original and two copies) : -
- * Packing list (two original and two copies) .
- * Certificate of origin ratified from the Iraqi commercial attaché in the country of Origin (one original and two copies) .
- * Full set of marine / ocean bill of loading if the transporter by sea and full set of manifests if the transport by land ratified from the Iraqi entry point .
- * Insurance policy against all risks .
- * Original certificate by an independent surveyor accepted by mot confirming Fitness of goods to contractual specifications and specifying quantity , quality And brand .

6) ORIGIN OF GOODS : - From all origins except **Ukraine** and **china**
 (seller has to specify one or two country of origins that must not be amended after Booking and we can accept two brand name from the same origin only) .

7) All companies that take part in this tender should be producer for the commodity Or have a ratified authorization from producers of the commodity .

8) TESTING :-

Final decision concerning fitness of goods for human consumption and its Compliance to agreed specifications will be according to mot / scft decision ,
 Finaly in delivery locations due that delivery is on bases on CIP warehouses of Mot / scft or CIF Um Qaser port .

9) METHODS OF ANALYSIS :

Analysis to ensure compliance with International specifications will use any Or all of the following procedures :

A . PEARSON . B. ICUMSA . C. IRAQI STANDARD SPECIFICATION

(5 – 10)

10) MARKING :

The following marks will be clearly printed on each bottle and carton and packing list must be marked with each container .

- Imported by ministry of trade / state company for foodstuff trading to be Distributed by ration label .

- Sunflower Oil .
- Gross and net weight .
- Date of production .
- Expiry date .
- Country of origin .
- Code or full name of production enterprise .
- Batch number .
- Brand name .

* In case of any differences appears in the trade mark , marking , packing , date of production and expire etc . the buyer has the right to reject the cargo or accept it with a certain rate of discount set by seller equals the type and size of the appeared differences .

11) DELIVERY PERIOD :-

The total quantity to be delivered with 30- 45 days from the date of signing the Contract .It is possible to change latest dated of shipment according to the quantity given to the company. partial shipments will be allowed .

12) INSURANCE :-

Sellers responsibility to final destination .

13) Entry point :-

Through um qaser port or other Iraqi in land entry points . (seller has to specify one entry point in the offer and must not be amended after booking otherwise offer will be neglected .

14) Rout of shipment :-

By vessel or trucks to final destination .

15) Buyer has the right to reject any quantity received and found not compliance with agreed specifications , and the seller should lift the said quantity from buyers warehouse within (10 days) form the date of laboratory certificate issued by buyers, otherwise buyers has the right to damage non-complied quantity within one week after (the duration of ten days said above) without a prior – judicial notification and warning the seller .

All charges regarding with lifting and damaging rejected quantities on seller account (included charges or storage , loading , unloading and any administrative costs in addition to inspection and transportation charges of samples found not compiled to adopted specification).

16) In case of any quantity rejected by buyer (for any reason) if the cargo contain the mark of (imported for ministry of trade /state company of foodstuff trading) the seller should lift this mark before receiving the cargo , otherwise the seller would bear all the legal responsibility for not lifting this mark) .

17) In case any quantity appeared not according to the specification and after the fulfilling the agreement to return it , the seller should pay all the steted taxes as its no longer exempted as supplier of food stuff .

18) the buyer has the right to confiscate and damage any quantity found not fit for human and animal consumption after (10 days) from the date of laboratory certificate issued by buyer without a prior – judicial notification and warning the seller .Seller has the right to re-analysis rejected quantity by third party in Iraq agreed able to buyers laboratory certificate results within the duration of (10 days) mentioned above . This third party should offered the re- analyses results within ten days from the dated of sellers objection .

If re-analysis results of third party appear complied with buyers laboratory certificate approved non –fitness , then buyer has the right to damage the rejected quantity immediately without a prior –judicial to notificcate and warning the seller.

19) The buyer has the right to claim the seller the compensation of all kind of Damages appeared later on , even , after inspection Confirmed goods are fit for human consumption and complied to agreed Specifications .

Buyer , as well as has right to confiscate any additional quantity exceed he Agreed quantity mentioned in article no . 2 of this agreement .

20) Shipments of many cargoes related to more than one supplier are not Acceptable . Different items belong to the same supplier loaded on same vessel are not Acceptable too .

21) Seller will be blacklisted when supplying goods not fit for human consumption any Quantity found and buyer will stop dealing with seller , when seller twice Supplied quantity found not complied the dependable specification .

22) PENALTY CLAUSE :-

If the commodities are not shipped within the agreed upon period , the seller Will pay to the buyer a penalty per day of delay calculated as follows :-

(In case buyer agreed to extend delivery period)

Contract value

_____ x 10%

Contract duration

*** Max . penalty amount should not exceed 10% of this agrrement value .**

If the delay period exceed 25 % of the contract period . The Buyer has the right to deduct a penalty amount from the performance bond . First party also has the right to cancel the contract and implement it in away that suit it without prior - judicial notification . second party would afford 20 % adminstrial services from actual cost to implement that commitments .

23) PERFORMANCE BOND :-

After booking quantity , the seller will be required to submit .

A performance bond of 5% (Five percent) of the agreed quantity value Through all dependant banks for the central bank of Iraq in Baghdad only within fourteen days (14 days) to cover fulfillment obligations against contract terms and conditions in order to sign the contract , otherwise the booked quantity will be considered null and void and the 1% bid bond will be confiscated and buyer will not be obliged with any charges of issuing A / M P . B in case of dissipating agreement by him due to any obstacle may take place on time .

The performance bond remains valid until completion of the contract , and delivering the agreed quantity to the agreed final destination and the conformity of goods to buyer specification .

MOT / SCFT may ask to prolong its validity for further period if needed .

If the seller fail to fulfill his agreed obligations regarding quantity and / or quality in full or in part , MOT / SCFT at its own discretion will collect the full amount , or part of the performance bond . and our company is not obliged to receive any quantity and has the right to reject quantities supplied by seller before submitting P.B and the seller has not the right to object .

The performance bond will be returned to the supplier on full and satisfactory however , the seller will be required to submit a formal request for releasing performance bond to MOT / SCFT .

24) APPLICABLE LAW AND ARBITRATION :

Any dispute arises between seller and buyer concerning their obligations , all attempts to solve the disputes or suits amicably should be taken , otherwise , suits will be considered and settled by the concerned Iraqi courts affiliated to ministry of justice in the place of dispute .

25) The agreement or any interest there in , shall not be assigned by either party .

26) In case the seller (supplier) failed to fulfill delivery(in whole or a part) within the agreed period , the buyer has the choice to cancel , the contract without Previous note and charges will be on seller account and the buyer has the right to confiscate the P.B (in whole or a part) in case failure and according to the rate of damage exposed to buyer .

- 27)** Price and all other terms and conditions will remain as per this agreement until Finance made available to cover this agreement .
- 28)** All verbal and written communications prior to signing of this agreement are Null and void .
- 29)** buyer has the right to keep (not paid) amount equal (1.8%) of goods value as a task deposit and this amount will not be paid to the seller until sellers account be finally settled with buyer and he submits acquittal certificate (confirmation Letter) from the (state board for taxes) or its branches in Iraq concerning fulfillment A.M.CONDITIONS .SELLER has no right to object this procedure at all .
- 30)** Seller has to pay stamp duty amount equal (0.002) from the total value of the Agreed quantity in this agreement . the seller also has to pay all other duties And taxes could be imposed by Iraqi law .
- 31)** Debts arranged on seller concerning this agreement will be obtaining according To the Iraqi governmental debts collecting .
(Law no. 56/1977 or by any other Iraqi substitute law)
- 32)** All costs and expenses arranged on analysis and inspection of agreed quantity Are on sellers account .
- 33)** The buyer has on right to demand raising prices after contracting .
- 34)** The seller should present a commercial invoice (one original copy)
- 35)** Seller to undertake to pay any charges and port duties .
- 36)** Seller is responsible for demurrage charges occurred due to failure of marine transporter in submission the delivery orders of goods to the port authorities in the appropriate time in case of late presentation of commercial invoice and other documents .
- 37)** Contract should includes after sales services, the rate of these services will be specified according to the agreement of the two contracted parties .
- 38)** All instructions of governmental contracts implementation of law no . 1/ 2008 would be part not separate from the contract .
- 39)** Samples of the commodity to be presented before signing the contract or during presenting the offer .
- 40)** All offers should be presented with the tender purchase receipt .