



**PEC LIMITED**

**(A Government of India Enterprise)**

**HANSALAYA, 15-BARAKHAMBHA ROAD, NEW DELHI-110**

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**TENDER FOR SALE OF APPROX. 98,473 MT IRON ORE LYING AT JURULI AND DEOJHAR, ORISSA AND THE FACTORY PREMISES OF M/S. MAA TARINI INDUSTRIES LIMITED, DIST.-SUNDARGARH, ORISSA , INDIA**

**TENDER NUMBER: PEC/MTIL/SALE/01/17-18      DATED: 28.04.2017**

**Tender Closing Time & Date: 1500 Hrs Indian Standard Time (IST) on  
Thursday, 19<sup>th</sup> May 2017**

PEC Limited (A Government of India Enterprise), having its registered office at “Hansalaya”, 15 Barakhamba Road, New Delhi – 110 001, India invites bids from interested buyers for the purchase of Iron Ore as per the terms and conditions prescribed here under:-

**1. COMMODITY:**

Iron Ore

**2. QUANTITY FOR SALE:**

The total quantity being offered for sale is approx. 98,473 MT which has been kept at various locations and details of locations are mentioned in Annexure A. The quantity/quality available for sale is on òAs is whatever there isö basis and PEC Ltd. shall not entertain any claim w.r.t. quantity and quality of goods or any encumbrance on goods. The bidders are advised to carry out its own due diligence before submitting its offer/bid. The bidders may inspect, if so desires, goods available for sale which are available on locations as mentioned in Annexure A. The minimum quantity that can be bid is 2500 MT (location-wise quantities are described in Annexure-A). The

exact quantity shall be as per actual weighment on the nearby PEC nominated weigh bridge.

The bidder, if so desires may inspect the goods lying at the open plots and at the factory premises (as per details provided in Annexure-A) before submitting the bid.

### **3. LOCATION**

Location of the stocks is as per annexure - A.

### **4. PRICE:**

Price to be quoted on INR/MT exclusive of all taxes, Govt levies & charges, Sales Tax/VAT and on oAs is whatever there is o basis.

The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders.

All the taxes, Govt. levies, other charges relating to or attached to goods being sold are to be borne by the successful bidder.

### **5. SUBMISSION OF BIDS:**

The bids, complete in all respects addressed to The Chief General Manager, PEC Limited, Hansalaya,15, Barakhamba Road, New Delhi-110 001 should be submitted in sealed envelope latest by 1500 hrs. IST on 19<sup>th</sup> May 2017.The envelope should contain the tender number & details of the bidder.

The tender shall be opened at 1530 hrs. IST on same day i.e. on 19<sup>th</sup> May 2017 in the office premises of PEC Limited, New Delhi. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Any bidder willing to participate in the tender opening process may attend directly or depute their Representative through authorisation letter and Identity Proof.

(a) The duly authorized representative of the Bidder through its Board Resolution may submit offers, negotiate and sign contracts and other documents. In case of any litigation and/or arbitration between PEC and the bidders, summons or any other legal process served on such authorized representative, shall be admitted and held as valid as if served upon the principal/bidder.

- (b) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/Courier to the successful bidder(s) within the validity of offer.
- (c) Offer(s) incomplete or deficient, received late and/or not accompanied by valid amount of Earnest Money Deposit shall be rejected at the discretion of the PEC.
- (d) PEC 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. The bids of those parties that have defaulted in the previous contracts and/or have failed to deposit the required EMD on the tender closing date will not be considered.

**6. DOCUMENTS CONSTITUTING CONTRACT:**

The successful bidder(s) have to sign a contract with PEC before taking delivery of the goods. The Invitation of Bids, the terms and conditions of Tender, Bid of the Bidder and Letter of Acceptance issued by PEC along with any amendment(s) issued prior to signing of contract shall constitute the Contract between the successful bidder and PEC.

**7. VALIDITY:**

Bids should remain valid for 30 days from the last date of submission of bid, i.e. till 18.06.2017.

**8. EARNEST MONEY DEPOSIT (EMD):**

- i. Bid shall be accompanied with An Earnest Money Deposit of 20% of the total value of bid through Demand Draft/ Pay-Order payable at New Delhi or Pay Order in favour of PEC LIMITED.
- ii. Funds transferred on or before the tender closing date, through RTGS / NEFT/Bank Transfer, to the following Bank account of PEC shall also be accepted as Earnest Money Deposit.

Bank Name and Branch: SBI, CAG, DELHI  
Account Name :PEC LIMITED  
Account Number : 00000010813608603  
IFS Code : SBIN0009996

Bidder to quote the complete details of RTGS / NEFT including UTR No., name of PEC's bank account into which RTGS was effected etc. Failure to mention UTR No. and other details pertaining to RTGS / NEFT shall be treated as non-receipt of Earnest Money Deposit and the bid shall be rejected.

- b. Earnest Money Deposit of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), will be returned after fifteen (15) working days from the date of letter of acceptance to the successful bidders.
- e. EMD of successful bidder shall stand forfeited if he fails to provide the balance amount of 80% within the time frame stipulated in the tender.
- f. The amount of EMD of the successful bidder(s) will be adjusted only in the last delivery order after receipt of the balance amount of 80%.
- g. The successful bidder will be henceforth termed as öBUYERö.
- h. No interest will be paid by PEC on EMD at any point/ period of time.

### **9. PAYMENT & DELIVERY OF THE GOODS:**

The Buyer shall take delivery of the goods on Ex-factory basis, i.e. directly from the stock locations (as mentioned in Annexure A) and loading, transportation and labour is to be arranged by the Buyer at his cost. The Buyer will be required to take delivery of the entire quantity of goods for which the bid was submitted within **60 DAYS** from the date of letter of acceptance issued by PEC **after paying equivalent amount to PEC for the quantity to be delivered** by way of Demand Draft/P.O./RTGS.

In case the successful Bidder fails to deposit to PEC the 100% amount of the goods awarded to them, within 10 days of the date of letter of acceptance, PEC reserves the right to cancel the contract and forfeit the EMD amount. In such circumstance, PEC will have the liberty to dispose of the goods to other bidders.

**NO SEGREGATION/SORTING OF GOODS WILL BE PERMITTED WHILE LIFTING. A surveyor shall be appointed who shall oversee that no segregation/sorting of stocks takes place during the lifting.**

Delivery against the bids shall be effected as per the convenience of operations of PEC in moving the material out of the stocks available at the site. No selection / rejection of any portion of the material by any party shall be permitted.

All costs & risks associated with respect to lifting of the material from specified locations (Annexure - A) shall be the responsibility of the successful bidder.

The material in open plots is at the addresses mentioned and the successful bidder is responsible for lifting of the entire bid quantity.

In case, PEC for any reason whatsoever, not able to effect the deliveries against the awarded quantities, EMD deposited by the parties shall be refunded in shortest possible time with no additional liability on PEC of any nature. As such, EMD shall be non-interest bearing and hence no claim of interest on deposit amount shall be entertained.

PEC reserves the right to cancel the The Invitation of Bids/The Tender/Letter of acceptance/Bids received/contract, thereof at any stage without any intimation to the bidders/successful bidder/buyers. EMD shall be returned back to the successful bidder but no interest claim on the EMD deposited shall be payable.

The bidders at their sole discretion, cost & risk may visit the stock locations (mentioned in Annexure-A) and verify the material for sale as per this tender.

#### **10. INDEMNIFICATION :**

The successful bidder shall, at all times, indemnify PEC against all the liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of or resulting from violation of any of the laws by the successful bidder or, in any way, connected with the acts, negligence, breach, failure to perform under the tender.

#### **11. TERMINATION OF CONTRACT:**

If the Buyer fails to take the delivery of the entire quantity of the goods within specified delivery period for any reason or in the case of any breach of contract, the PEC shall be entitled at his option to issue show-cause notice to the Buyer for giving reply within 7 days time. In case the Buyer fails to give a satisfactory response to the notice, PEC shall be free to terminate the contract and forfeit the Earnest Money Deposit. PEC shall not be liable to any risks and costs, whatsoever, consequent upon such termination of the contract.

However, in case, the responsibility of the buyer is justifiable and satisfactory, PEC may decide to refund the EMD to the buyer. It may also be noted that in case the buyer fails to complete lifting within the stipulated time period, he shall be liable to bear the cost of storage of cargo and its security beyond the time permitted in an agreed time frame. In case of failure by the buyer in fully / partially lifting the material, EMD and any other amount that may have been deposited by the buyer shall be forfeited by PEC without having to give any justification by PEC. PEC also reserves the right to sell the balance un-lifted material on its own in such case of non-performance by the buyer.

#### **12. ARBITRATION:**

Any dispute or difference, whatsoever, arising between the parties out of, or relating to, or incidental to the construction, meaning, scope, operation or effect of this Contract; or the validity or the breach thereof, shall be tried to be mutually settled failing which the matter shall be referred to **Arbitration in accordance with Rules of Arbitration formulated by Delhi International Arbitration Centre**. The Award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration will be New Delhi and Delhi Court shall have sole jurisdiction with respect to this Agreement and any other agreement(s) executed in pursuance/furtherance of or in connection to this Agreement. The Indian Laws shall apply.

**Chief General Manager, PEC Limited**

**ANNEXURE A**

**LOCATION-WISE QUANTITIES OF IRON ORE ON “AS IS  
WHATEVER THERE IS” BASIS**

| <b>S. No.</b> | <b>Location of the stocks</b>                                                                          | <b>Identification / Stack No.</b> | <b>Approx. Quantity (MT)</b> | <b>Remarks</b>                  |
|---------------|--------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------|---------------------------------|
| 1             | Plot No. 368/1684,<br>Khata No. 151/77,<br>Juruli, Orissa.<br>(Open Plot)                              | Stack No. 1                       | 4,731                        | (out of 11731<br>MT of Stack-1) |
| 2             | Same as at Sr. No.<br>01                                                                               | Stack No. 1                       | 7,000                        | (out of 11731<br>MT of Stack-1) |
| 3             | Same as at Sr. No.<br>01                                                                               | Stack No. 2                       | 20,380                       |                                 |
| 4             | Same as at Sr. No.<br>01                                                                               | Stack No. 3                       | 8,408                        |                                 |
| 5             | Plot No. 193,<br>Khata No. 67,<br>Mauja Sialjoda,<br>Deojhar, Orissa<br>(Open Plot)                    | No identification                 | 11,390                       |                                 |
| 6             | Maa Tarini<br>Industries Limited,<br>Village-Balanda,<br>Post-Kalunga,<br>Dist.-Sundargarh,<br>Orissa. | No identification                 | 46,564                       |                                 |
| Total         |                                                                                                        |                                   | 98,473                       |                                 |

**The above quantities are as per book stocks and physical quantities may vary. Goods will be sold on “AS IS WHATEVER THERE IS” BASIS. No representation/dispute shall be entertained after submission of the bid.**

**ANNEXURE – B**

DATE: \_\_\_\_\_

**PRICE BID**

(To be completed by Bidder)

Name of Bidder: \_\_\_\_\_

Registered Address of the bidder:

\_\_\_\_\_

\_\_\_\_\_

Tel No. (1) \_\_\_\_\_ Tel No. (2) \_\_\_\_\_ Fax No. \_\_\_\_\_

Official E-mail ID. \_\_\_\_\_

Contact Person: \_\_\_\_\_ (Contact No.)

**(A) DETAILS OF EARNEST MONEY DEPOSIT:**

| <b>D.D./P.O.<br/>No./U.T.R No</b> | <b>Date</b> | <b>Name of Bank<br/>( In case of RTGS, Name of<br/>PEC's Bank and Branch)</b> | <b>Amount (INR)</b> |
|-----------------------------------|-------------|-------------------------------------------------------------------------------|---------------------|
|                                   |             |                                                                               |                     |
|                                   |             |                                                                               |                     |

**(B) Quantity in MT and Price in INR PMT on “As is where is” basis**

| <b>S.<br/>No.</b> | <b>Location of<br/>the stocks</b> | <b>Identification<br/>/ Stack No.</b> | <b>Quantity<br/>(MT)</b> | <b>Offered<br/>Rate<br/>(INR/MT)</b> | <b>Offered<br/>Amount<br/>(INR)</b> |
|-------------------|-----------------------------------|---------------------------------------|--------------------------|--------------------------------------|-------------------------------------|
|                   |                                   |                                       |                          |                                      |                                     |
|                   |                                   |                                       |                          |                                      |                                     |
|                   |                                   |                                       |                          |                                      |                                     |

Offered Rate:

It is exclusive of all taxes, duties and charges applicable, Sales Tax/VAT, which will be extra over and above the offered rate quoted above, as per applicable rates.

**We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfilment of the contract.**

**Name, Designation & Signature of the Authorised Signatory of the Bidder  
(along with the Company stamp)**