



PEC LIMITED

(A Govt. Of India Enterprise)

**"HANSALAYA", 15-BARAKHAMBA ROAD, NEW DELHI-110 001
Tel No. 91-11-23315623/23357299; Fax No. 91-11-23313647**

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**TENDER FOR SALE OF CHROME ORE/ ANTHRACITE COAL LYING AT
BISHNUPUR, WEST BENGAL, INDIA**

TENDER NO: PEC/SVIL/TENDER/05/15-16

DATED: 01.03.2017

**Tender Closing Time & Date : 1500 Hrs Indian Standard Time (IST) on
Wednesday, 22nd March 2017**

In persuasion of the order dated 15.12.2015 of the Hon'ble High Court of Delhi in O.M.P. (I) (Comm.) 45/2015 titled as "P.E.C. Ltd. Vs. Sri Vasavi Industries Ltd." the petitioner i.e. 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 Chrome Ore and Anthracite Coal (as per the Annexure 1) as per the terms and conditions prescribed here under:-

1. COMMODITY:

Chrome Ore and Anthracite Coal

2. QUANTITY OF SALE:

The goods that are being offered by PEC shall be on "**as is where is**" basis at the below-mentioned locations (heap wise quantities are detailed at Annexure-A & Annexure-B).The exact quantity shall be as per actual weighment.

- Bidder should bid for the entire heap quantity of Chrome ore and Anthracite Coal separately for each heap.
- The bidder, if so desires may inspect the goods lying at the factory premises M/S Sri Vasavi Industries Limited at Bishnupur (W.B) before submitting the bid. As the goods are being sold on "as is where is basis" no dispute w.r.t quantity and quality of goods will be entertained after tender outcome.

3. LOCATION

The goods are lying in the factory premises of M/S Sri Vasavi Industries Limited at Industrial growth centre, Dwarika, P.O. Bishnupur, Dist. Bankura, Bishnupur-722122 (West Bengal)

4. PRICE:

Price to be quoted on INR/MT exclusive of all taxes, Govt levies & charges, Sales Tax/VAT and on "as is where is" basis.

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

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 22nd March 2017. The envelope should contain the tender no. & details of the bidder.

The tender shall be opened at 1530 hrs. IST on same day i.e. on 22nd March 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 (Aadhar Card).

- (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 may 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 Buyer and Letter of Acceptance issued by PEC along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the PEC.

7. VALIDITY:

Bids should remain valid for 30 days from the date of submission of bid.

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 NewDelhi or Pay Order in favour of "PEC LIMITED".
- ii. Funds transferred on or before the tender closing date, through RTGS / NEFT/Bank Transfer, to either of the following Bank accounts of PEC shall also be accepted as Earnest Money Deposit.

[1] BENEFICIARY:	PEC LIMITED
BANK:	SBI, CAG ,Jawahar Vyapar Bhavan 1- Tolstoy Marg, New Delhi.
ACCOUNT NO.:	10813608603
IFSC 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 award 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 "BUYER".
- 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 and loading, transportation and labour is to be arranged by the Buyer. 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, 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.

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. FORCE MAJEURE:

(i) "Force Majeure Event" will mean the occurrence of an act of war, invasion, act of foreign enemies, terrorism or civil disorder; earthquake or any other natural disaster or any other unforeseeable circumstances beyond the control (and not arising out of any fault/inaction/malafide/concealment/violation/commercial non-viability and the likes on the part of the party relying or claiming under this clause) which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

(ii) Where there is an event of Force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the events of force majeure preventing that party from , or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

However notwithstanding the above, during the subsistence of Force Majeure Clause, the associate/third party(as applicable and as worded in the agreement) shall remain and will be liable for payment of interest, costs etc as per the contract agreements, till repayment.

(iii) An event of force majeure does not relieve the associate/third party(as applicable and as worded in the agreement) from liability for an obligation which arose before the occurrence of that event, nor does that affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. "

12. TERMINATION OF CONTRACT:

If the Buyer fails to take the delivery of the entire quantity of the goods within specified delivery period for reasons other than Force Majeure 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 forfeiture of Earnest Money Deposit. The PEC shall not be liable to any risks and costs, whatsoever, consequent upon such termination of the contract.

13. 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 **settled by 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.

(Receiver)
On behalf of PEC Limited, New Delhi

ANNEXURE A

LOCATION-WISE QUANTITIES on "AS IS WHERE IS BASIS"

Name and address of the factory premises where the material is lying	Commodity	Identification/lot no.	Location of the Commodity	Qty in MT
M/s Sri Vasavi Industries Limited, Industrial growth centre, Dwarika, P.O Bishnupur, D.T, Bankura, Bishnupur-722122 (West Bengal)	Chrome Ore Fines	Heap 1	Outside Open Yard	212.284
		Heap 2	Outside Open Yard	772.383
		Heap 3	Outside Open Yard	1436.560
		Heap 4(A)	Inside Shed	1701.284
		Heap 4(B)	Inside Shed	990.228
		Heap 4(C)	Inside Shed	902.484
		Heap 5	Inside Shed	949.406
		Heap 6(A)	Inside Shed	1840.945
		Heap 6(B)	Inside Shed	2422.000
		Heap 6(C)	Inside Shed	958.595
		Heap 6(D)	Inside Shed	1395.620
		Heap 7(A)	Inside Shed	5410.196
		Heap 7(B)	Inside Shed	5138.260
	TOTAL			24130.245

ANNEXURE B

Name and address of the factory premises where the material is lying	Commodity	Identification/lot no.	Location of the Commodity	Qty in MT
M/s Sri Vasavi Industries Limited, Industrial growth centre, Dwarika, P.O Bishnupur, D.T, Bankura, Bishnupur-722122 (West Bengal)	Anthracite Coal	Heap 8(A)	Outside Open Yard	3536.898
		Heap 8(B)	Outside Open Yard	1200.851
	TOTAL			4737.749

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

ANNEXURE – C

DATE: -----

PRICE BID

(To be completed by Bidder)

Name of Bidder:

Address:

Tel No. _____ **Fax No.** _____ **E-mail ID.** _____

Contact Person: _____ **(Contact No.)**

A) DETAILS OF EARNEST MONEY DEPOSIT:

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

B) Quantity in MT and Price in INR PMT on "As is where is" basis

S. No.	COMMODITY	HEAP NO.	QUANTITY	OFFERED RATE (INR/MTs)	OFFERED AMOUNT (INR)

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 fulfillment of the contract.

Name, Designation & Signature of the Bidder

(along with the Company stamp)

