



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 LYING AT BISHNUPUR,
WEST BENGAL, INDIA**

TENDER NO: PEC/SVIL/TENDER/07/15-16

DATED: 23.08.2017

**Tender Closing Time & Date : 1500 Hrs Indian Standard Time (IST) on
Friday, 13th September 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 as per the terms and conditions prescribed here under:-

1. COMMODITY:

Chrome Ore

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. The total quantity lying at different stacks are **24130.245 MT**. The above quantities are as per book stocks and physical quantities may vary. However, the exact quantity shall be as per actual weighment.

Bidder may bid for the entire quantity/partial quantity (minimum quantity 5000 MT) of Chrome ore.

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. **As such, quality parameters with respect to chrome percentage have been duly addressed in Point No. 3 & 10 below.**

3. QUALITY:

The % of chrome ore (Cr₂O₃) shall be on an average 35% basis which is lying at different stacks at the below mentioned locations.

4. 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)

5. PRICE:

Price to be quoted on INR/MT on the basis of average 35% chrome ore (Cr₂O₃) exclusive of all taxes, Govt levies & charges, GST etc. All taxes, Govt levies, charges, GST will be as per actuals as applicable.

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

6. 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 13th September 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 13th September 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.

7. DOCUMENTS CONSTITUTING CONTRACT:

The successful bidder/Buyer 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.

8. VALIDITY:

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

9. 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 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.

10. PAYMENT & DELIVERY OF THE GOODS:

The Buyer shall take delivery of the goods on Ex-factory basis. The cost of loading, transportation and labour shall be borne by 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.

The buyer shall pay 90% of the cost of the material before commencement of delivery on the basis of actual weightment of the material on the price quoted for 35% of chrome ore. The balance 10% shall be paid by buyer on the basis of quality analysis report of the material delivered to them on prorata basis of chrome ore.

The buyer will be required to pay on the basis of 35% of chrome and shall pay prorata for each percentage point higher as premium for each lot. The buyer will also be entitled to prorata reduction on each percentage point on each lot on similar basis and shall be entitled to reject the lots in case of chrome content being less than 30%. The final payment shall be done prior to lifting of final 500 MT of the material bid for by the bidder.

Each lot for the consideration of average chrome percentage is defined as a quantity of ten truck loads (approx 250 MT).

Dr. Amin Controllers Pvt Ltd shall act as the authorised surveyor to draw samples from each truck loaded for delivery and shall provide result of the chrome percentage in maximum three days. The cost of the surveyor shall be borne by PEC. The buyer shall, thereafter, make payment of balance 10% alongwith premium for higher percentage of chrome in case determined, within 24 hours to PEC. Adjustment of surplus, in case of lower percentage of chrome, likewise shall be intimated and adjusted out of balance 10% to be paid by buyer.

The buyer however, may depute his own surveyor at his own cost.

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.

11. 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.

12. 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. "

13. 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.

14. 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

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 | QUANTITY | OFFERED RATE (INR/MTs) | OFFERED AMOUNT (INR) |
|-------------------|------------------|-----------------|---------------------------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |

Offered Rate:

It is exclusive of all taxes, duties and charges applicable, GST etc, 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)

