

PEC LIMITED
(A Govt. Of India Enterprise)

“CHOWRINGHEE COURT”, 4th FLOOR, UNIT - 22, 55, CHOWRINGHEE
ROAD, KOLKATA 700 071

TENDER FOR SALE OF PULSES
TENDER NO: PEC/PUL /DOM/TDR/KOL/YP-01 /12
DATED: 06.02.2012

CLOSING AT 1500 HRS. IST ON 13.02.2012

TERMS & CONDITIONS OF TENDER

1. INVITATION FOR BIDS:

PEC Limited (A Government of India Enterprise), “Hansalaya”, 15 Barakhamba Road, New Delhi - 110 001, India, invites bids from interested buyers for sale of imported pulses as per the terms and conditions prescribed here under:-

2. ITEM, QUALITY AND QUANTITY:

The goods are offered by PEC on “as is where is basis” at the below-mentioned locations (Godown-wise quantities as per Annexure-I).

Sr No	Item	Location	MIN/MAX Quantity(IN MT)
(i)	Whole Yellow Peas of Canadian Origin (Old Crop) - Damaged Condition	Kolkata	<i>Approx 864.225 (19205 Bags)</i>

1 Bag = Approx 45 Kgs

- Bids received for less than the minimum/maximum quantity shall not be considered.

3. PRICE:

Price to be quoted in delivered weight and quality basis on as is where basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. **All taxes/levies/cess etc will be applicable as at actuals.**

4. VALIDITY:

Bid must remain valid upto **1700 hrs. IST on 20.02.12.**

5. BID BOND:

- a. Bid shall be accompanied with a Bid Bond of 10% of the total value of bid through Demand Draft/Pay Order in favour of PEC LIMITED payable at Kolkata.
- b. Funds transferred on or before the tender closing date, through RTGS, to PEC's Bank account in State Bank of India CAG Branch, New Delhi shall also be accepted as Bid Bond. Bidder to quote the complete details of RTGS 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 shall be treated as non-receipt of Bid Bond and the bid shall be rejected.
- c. Bid Bond 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 seven (7) days of award of the tender
- d. Bid Bond of successful bidder shall stand forfeited if he fails to provide the balance amount of 90% within the time frame stipulated in the tender.
- e. The amount of Bid Bond of the successful bidder(s) will be adjusted only in the last delivery order after receipt of the balance amount of 90%.

6. SUBMISSION OF BIDS:

The bids complete in all respects addressed to The Executive Director, PEC Limited, "Chowringhee Court", 4th Floor, Unit 22, 55, Chowringhee Road, Kolkata 700 071 India should be submitted in sealed envelope latest by **1500 hrs. IST on 13.02.12** at the above address.

The tender shall be opened at **1530 hrs. IST** on same day i.e. **13.02.12** at PEC Kolkata Office on the above mentioned 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.

- (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 PEC and the bidders, summons or any other legal process served on such local agent, 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) and/or his/their Agents(s) within the validity of offer.
- (c) Offer(s) incomplete or deficient, received late and/or not accompanied by valid amount of Bid Bond 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.

7. DOCUMENTS CONSTITUTING CONTRACT:

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 Seller.

8. LIFTING OF THE STOCKS:

The successful bidder will be required to lift the stocks within **21 consecutive days** from the date of letter of acceptance issued by PEC after paying full sale amount for the quantity to be lifted, in advance, to PEC by way of Demand Draft/P.O./RTGS failing which PEC will have liberty to dispose of the goods at the risk and cost of the bidder. In case the successful bidder is unable to get delivery of the goods from the godown, the same must be informed, in writing, to PEC immediately.

NO SEGREGATION/SORTING OF STOCKS WILL BE PERMITTED WHILE LIFTING AND THE BIDDER WILL BE REQUIRED TO LIFT THE ENTIRE CARGO INCLUDING WATER AFFECTED CARGO AND SWEEPING CARGO

INCASE OF ANY SHORT QUANTITY, PEC WILL NOT LIABLE FOR THE SAME AND IS NOT OBLIGED TO OFFER THE SAME FROM ANY OTHER WAREHOUSES.

9. INSPECTION OF THE CARGO

Interested bidders may contact PEC Kolkata office on 033 2282 4194 towards the inspection of the cargo.

10. CLEARING AND SETTLEMENT THROUGH SPOT EXCHANGES

The successful bidder(if registered as Spot Exchange member) has the option of using NCDEX Spot Exchange or National Spot Exchange (NSEL) for clearing and settlement of the business confirmed in this Tender, as per the procedure followed in the Tender Cum E-Auction of Pulses, and after agreeing to pay the applicable transaction charges to the respective exchanges.

11. SURVEYOR:

A surveyor shall be appointed by the Seller to monitor and supervise the delivery of goods to the buyer. The cost of the Surveyor, if the goods are lifted within the stipulated period will be to the Seller's account and if the lifting is done by the Buyer beyond the scheduled time, the cost of the Surveyor will be to the account of Buyer.

12. 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 respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

13. LIQUIDATED DAMAGES:

In case the successful bidder fails to lift the stocks within the stipulated period of 21 consecutive days, godown rent for a minimum period of fifteen days @ Rs 300 PMT per month, 12% pa interest and any other charges will be charged from the successful bidder. After one month, PEC will be free to rescind the contract and dispose of the cargo at the risk & cost of the bidder without issuing any written/verbal notice to the successful bidder for making payment and /or lifting the cargo. In addition, Bid Bond will be forfeited.

14. CANCELLATION OF CONTRACT:

If the Buyer fails to lift the goods within specified delivery period for reasons other than Force Majeure, the Seller shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Bid Bond. The Seller shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

15. ARBITRATION:

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be New Delhi.

(J K SANYAL)
EXECUTIVE DIRECTOR

GODOWN-WISE QUANTITIES

KOLKATA

<u>S.No.</u>	<u>Name & Address of Godown</u>	<u>Bay No / Lot No</u>	<u>Commodity</u>	<u>Quantity (In MT)</u>	
1	24 KP Dock Warehouse, Kolkata	Bay 20	Whole Yellow Peas of Canadian Origin - Old Crop - Damaged Condition	224.865 MTs (4997 Bags)	Total : Approx 864.225 MTs (19205 Bags)
		Bay 19 Middle		172.08 MTs (3824 Bags)	
		Bay 7 Left Hand Side		212.40 MTs (4720 Bags)	
		Bay 7 Right Hand Front Side		33.03 MTs (734 Bags)	
		Bay 8 Right Hand Side		221.85 MTs (4930 Bags)	

ANNEXURE – II

PRICE BID

Name of Bidder:

Address:

Tel No. _____ Fax No. _____ Telex No. _____

Contact Person:

S.No.	COMMODITY	GODOWN/ LOCATION	LOT NOS/ IR NOS	QUANTITY (MT)	OFFERED RATE (INR/MT)

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)

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