



PEC LIMITED
(A Govt of India Enterprise)
"HANSALAYA", 15- BARAKHAMBA ROAD, NEW DELHI -110001

**TENDER FOR DOMESTIC SALE/RE-EXPORT OF BRIGHT YELLOW CRUDE
SULPHUR IN BULK STORED KANDLA/DHARMATAR-MUMBAI**

TENDER NO: PEC/DIS/SUL/2011-12/01 DATED: 02.01.2012

CLOSING AT 1500 Hrs on 16.01.2012

TERMS & CONDITIONS OF TENDER

1. INVITATIONS FOR BIDS:

PEC Limited (A Government of India Enterprise), " Hansalaya", 15 Barakhamba Road, New Delhi – 110001, India , invites bids from interested Overseas/Indian Bidders for the Re-export and/or Domestic Sale of Bright Yellow Crude Sulphur in Bulk lying at warehouses of Kandla Port/Dharamtar-Mumbai as per the terms and conditions prescribed hereunder:-

2. ITEM

BRIGHT YELLOW CRUDE SULPHUR IN BULK

3. QUALITY & QUANTITY:

The goods are offered by PEC is 7895 MT approx. on as is where is basis the details of cargo and its location is as under.

Vessel Name	Location	Quantity in MT	Duty Paid Quantity in MT	Duty unpaid Quantity in MT
Myong San	KPT NDA –O/Plat, Kandla	1164	1164	0
Luck Star	Ganesh Warehousing, Survey No 131/3 & 131/6,Vill: Padana ,Taluka: Gandhidham Kandla	3451	250	3301
Mona	Open Plots, Dharamtar Port Alibaug, Raigad - Mumbai	3280	1500	1780

Exceptions are as under:-

- Bidders to bid for Minimum one Lot.
- Bids received for less than the minimum quantity for a particular item shall not be considered.
- PEC reserves the right to offer more quantity for sale from any of the godowns to the successful bidder(s).

4. LOCATION

KANDLA & DHARAMTAR-MUMBAI

5. SHIPMENT ARRIVED AT KANDLA

May- June 2008 & October 2008

6. ACTUAL ORIGIN OF THE GOOD

BAHRAIN & JUBEL ALI

7. PRICE

Price to be quoted in delivered weight 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.

8. SUBMISSION OF BIDS:

The bids complete in all respects addressed to The Director (Mr. Ravi Kumar), PEC Limited, "Hansalaya", 15 Barakhamba Road, New Delhi –110 001, India should be submitted in sealed envelope latest by 1500 hrs. IST on 16.01.2012 at the above address.

The tender shall be opened at 1530 hrs. IST on same day i.e. 16.01.2012 in the Board Room of PEC Ltd on 13th floor, Hansalaya, 15- Barakhamba Road i.e the office premises at the above address of the Tenderer. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Bidders shall submit their offers separately in Single-bid format say price bid (Attachment B) with Company Information Form (Attachment A)

PART-A : Company Information: Containing profile of the company, viz. Public Ltd./ Private Ltd./ Partnership/ Proprietary Concern with details of Contact Person, Phone, Fax, E-mail Address, etc. as per company information form (Attachment – A).

Bidders shall attach all documents for the tender as per Company information form. The bidder shall submit the hard copy of bid bond only so as to reach Mr Ravi Kumar , Director before opening the tender i.e. 1500 hrs on 16.01.2012

Part –B

Price Bid: Containing price in USD PMT FOB tel quel basis PORT (for re-export) in INR PMT (for domestic Sale) on as is where is and confirming validity of offer as per tender in the price bid format (Attachment –B) with Bid Bond. Submission of Price Bid along with Company information form is essential.

Incomplete offer or offers received after the closing time and date shall not be accepted.

Any bidder willing to participate in the tender opening process may attend directly or depute their Indian Representative through authorisation 1530 HRS IST on 16.01.2012

Bid Bonds of the unsuccessful bidder will be returned back immediately on demand and for the successful bidders it will be returned upon receipt of performance guarantee for the same value.

Note: PEC Limited reserves the right to cancel the tender/ awarding the contract without offering any reasons, whatsoever to the winning party/ parties.

The following may also be complied with

- (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).The person signing and submitting the bid should state the capacity in which he is signing & submitting the same. It should be supported by a proper Power of attorney issued by the competent authority issued by competent authority.
- (b) Letter(s) of acceptance to the successful bidder, 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 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.

9. 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.

10. DELIVERY TERMS

Ex-warehouse at Kandla / Dharamtar, Mumbai on as is where is basis

11. VALIDITY

Bids should remain valid till 1700 Hrs on 23.01.2012

12. Bid Bond

a) Bidders shall submit Demand draft or bid bond for value @ 3% of total value of the bid for the offered quantity. Bid Bond to be given strictly as per PEC's standard Proforma (Annexure - to this tender Notice).

b) PEC Limited reserves the right to accept or reject any or all tenders or to re-tender at PEC Limited's sole discretion without assigning any reasons.

13. SURVEYOR:

A surveyor shall be appointed by PEC 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 PEC'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.

14. PAYMENT TERMS:

Successful bidder(s) has to open confirmed irrevocable LC payable at sight and in case of domestic sale payment to be made through DD/ RTGS for entire quantity for which bid is accepted, within 30 days from the date of acceptance letter from PEC. The entire quantity, for which bid is accepted, should be lifted within 60 days from the date of acceptance letter from PEC.

15. 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 fulfil 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.

16. LIQUIDATED DAMAGES:

In case the successful bidder fails to lift the stocks within the stipulated period of **60 consecutive days**, godown rent for a minimum period of one month @ **Rs 200 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.

17. CANCELLATION OF CONTRACT:

If the Buyer fails to lift the goods with in 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 The Seller shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

18. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in Pursuance thereof shall be binding on the parties. The venue of Arbitration proceedings shall be New Delhi and jurisdiction of court will be Delhi.

LOAD PORT SPECIFICATIONS AS PER THE SURVEYOR**Vessel Myong San**

TEST		RESULTS AS PER ANALYSIS	SPECIFICATION OF THE PRODUCT
DESCRIPTION		Bright Yellow Sulphur Crude in Bulk	Bright Yellow Sulphur Crude in Bulk
FORM		Pastilles	Pastilles
Purity of Sulphur (On Dry Basis)	Wt.% =	99.99	99.50 PCT Min.
Ash Content	Wt. % =	NDLT 0.01	0.05 PCT Max
Hydro Carbons	Wt.% =	NDLT 0.01	0.05 PCT Max
Acidity	Wt.% =	NDLT 0.002	0.02 PCT Max
Moisture	Wt.% =	0.48	As Obtained

* NDLT – Not detected less than

M.V Luck Star – Not available**M.V Mona -Mumbai**

TEST		RESULTS AS PER ANALYSIS	SPECIFICATION OF THE PRODUCT
DESCRIPTION		Bright Yellow Sulphur Crude in Bulk	Bright Yellow Sulphur Crude in Bulk
FORM		Pastilles	Pastilles
Purity of Sulphur (On Dry Basis)	Wt.% =	99.96	99.50 PCT Min.
Ash Content	Wt. % =	0.01 PCT	0.05 PCT Max
Hydro Carbons	Wt.% =	0.01 PCT	0.05 PCT Max
Moisture	Wt.% =	0.48	As Obtained

Commercially free from Arsenic, Selenium and Tellurium

ATTACHMENT 1

BID BOND PROFORMA

(On a Stamp Paper of Rs.10/- to be executed by a Delhi/ New Delhi Branch of an Indian Scheduled Bank)

M/s PEC Limited ,
" HANSALAYA" ,
15- BARAKHAMBA ROAD,
NEW DELHI-110001

Dear Sirs,

Whereas M/s _____ (buyer) has agreed to lift a quantity of _____ MTs of Bright Yellow Crude Sulphur from PEC Limited and the buyer is required to submit a Bid Bond in US Dollars at the rate of 3% for the offered quantity including the plus/maximum offered along with the offer as a guarantee for fulfilment of all the terms and conditions of subsequent purchase , we (Bank with full address) hereby guarantee and undertake to pay immediately on demand by PEC Limited, New Delhi the amount of US\$ _____ in case the buyer fails to perform any or all the obligations , undertaken by him as per PEC's acceptance without reservation , protest, demur and recourse to said buyer. Any such demand in writing made by PEC Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the buyer. This Guarantee shall be irrevocable and shall remain valid till _____ in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to US\$ _____ (US Dollars _____ only) and it shall remain in force upto _____ unless a claim under the Guarantee is made on us in writing on or before _____ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, _____ Bank further agree that the Guarantee hereunder contained shall not be affected by change in the terms of purchase originally required by the buyer.

Dated :
Place

For
Bank

Note: For domestic sale bidders the bid bond should be in Indian Rupees

ANNEXURE A OF TENDER NO.

COMPANY INFORMATION FORM

Sl.No	Document	Compliance (Y/N)	Deviations, if any	Remarks
1	Name, Address, Tel No, Fax No, E-mail ID etc of the bidder			
2	Signed/Stamped Copy of Tender Document			
3	Company's Profile			
4	Bankers Details			
5	D & B Number , if any			
6	Audited financial results for last three years			

(Bidders to mark **Y**- for submission and **N**- for non-submission)

ANNEXURE – B

PRICE BID

Name of Bidder:

Address:

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

Contact Person:

Vessel Name	Location of the cargo	QUANTITY (MT)	OFFERED RATE (INR/MT) for domestic sale/ (USD/MT) for Re-export

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