

TENDER NO: PEC/SALE /GREEN PEAS/01/2011-12

DATED: 26.12.2011

PEC LIMITED
(A Govt. Of India Enterprise)

“HANSALAYA”, 15-BARAKHAMBIA ROAD, NEW DELHI-110 001

TENDER FOR AUCTION OF GREEN PEAS

CLOSING AT 1500 HRS. IST ON 20.01.2012

Terms and Conditions of Auction

PEC Limited having its Registered Office at “Hansalaya Building” ,15-Barakhamba Road, New Delhi-01 (the “PEC”) is inviting bids for the auctioning of Green Peas stocks. The interested Bidders may download tender documents from the website i. e. www.peclimited.com or obtain copy of the same from Shri. J.L. Mehta, Chief Marketing Manager, 13th Floor, Agro Commodities Division, Hansalaya Building , 15-Barakhamba Road, New Delhi-110 001, Tel No. 011-23327263, Fax No. 011-23313804 between 10 a.m. to 5 p.m. on weekdays (Monday-Friday) but before 19/01/2012. Stocks can be inspected at warehouse/godown between 10.00 AM to 5.00 PM on or before 19/01/2012. Interested parties should submit the Bids in sealed envelopes along with a Demand Draft towards Earnest Money Deposit (EMD) of Rs. 1,00,000.00 (Rupees One Lakh only) on or before 3.00 PM on 20/01/2012 to the Chief Marketing Manager, 13th Floor, Agro Commodities Division, Hansalaya Building , 15-Barakhamba Road, New Delhi-110 001. The bids shall be opened on 20/01/2012 at PEC’s Head Office at New Delhi in Board Room on 13th Floor at 3:30 PM. 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-I.

The Terms and Conditions are as under:

1. Bids should be made in prescribed form with bid amount mentioned.
2. The tender form should be filled by the bidder(s) neatly and accurately. Any alterations, erasures, over writing would render the tender invalid unless such erasures, overwriting, alterations are neatly carried out and duly attested by the signature of the bidder.
3. The bids should be accompanied by a Demand Draft issued by Nationalized /Schedule Bank for Earnest Money Deposit (EMD) of Rs. 1,00,000.00 (Rupees One Lakh only)
4. The bidder should bid at least for a minimum quantity of 50 MTs. Any bid below the said quantity shall be rejected forthwith. Where bid is for more than 80% of total quantity, the bid would be extended on pro-rata basis to cover the full quantity of commodity in warehouse/godown e.g. If the bid is for more than 80% of 254.88 MT of Green Peas, bidder would be required to accept full quantity at the warehouse/godown at pro-rata same price at the bid price quoted by the Bidder.

5. The delivery of the stocks will be given on ex-plinth basis.
6. 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. The successful bidder shall upon being intimated about being successful in the bid, pay 25% of the bid amount within 5 working days of such intimation and thereafter pay the balance amount due within 10 working days from the date of signing of the contract. All the payment to PEC shall be by way of Demand Draft/Banker's cheque drawn on Nationalized Bank/RTGS, failing which PEC will have liberty to dispose of the goods at the risk and cost of the bidder to other buyer/bidder(s).
7. Power of Attorney: The person signing the tender shall produce proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person (s) in matters pertaining to the contract. If the person signing subsequently fails to produce Power of Attorney, (a) PEC will forfeit the EMD amount submitted by the bidder & (b) PEC may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.
8. The successful bidder should remove the said commodity from the warehouse/godown at their own cost within 7 days from the date of payment of full amount, failing which 25% of the amount paid will be liable to be forfeited by PEC and the balance if any, will be refundable one month after the date of full payment without any interest. In this eventuality, the stock shall be sold to other party (ies) & the bidder shall have no claim on the amount realized by PEC from such a sale.
9. PEC will not be liable and responsible in any manner whatsoever in the event the successful bidder fails to remove the said commodity from the respective warehouse within aforesaid stipulated time.
10. The bid has to be for specific amount and not based on any external reference point. Incomplete bids are liable to be rejected.
11. The bids shall be opened by PEC and PEC will reserve the right to reject any of the bids without assigning any reason whatsoever. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.
12. After opening the bids, PEC may, at his discretion, allow inter-se bidding among any or all of the bidders to enhance the offer price.
13. Bids will be valid for a period of one month from the date of opening of the tender.
14. Unsuccessful bidders will be refunded the Earnest Money Deposit after the expiry of the bid offers i.e. one month from the date of opening of the bids.
15. The Earnest Money Deposit shall not carry any interest.
16. If the successful bidder/s fails to pay part/entire amount as stated above, PEC reserves the right to declare an alternate bidder as a successful bidder or cancel the entire bidding at its discretion. The Earnest Money/Part Payment will be forfeited in case the successful bidder fails to pay the full bid amount within the stipulated time.
17. PEC reserves the right to cancel the auction without assigning any reasons before or after the bidding process and also without prior notice.

18. Bidder shall indemnify PEC at all times during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the tenderer or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.
19. Corrupt Practices: Any bribe, advantages, commission offered or promised by or on behalf of the bidder(s) to any officer/employee of PEC, shall lead to debarring of such bidder(s) from participation in addition to initiating criminal auction.

20. **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 PEC and the Successful Bidder.

21. The successful bidder shall bear all the charges as loading, transportation, all the taxes including sales tax or any other tax, market levies, octroi, etc. as may be applicable from time to time.
22. The goods are being sold in "As is where is" and "No recourse" basis. The rate offered will be on "**Gross Weight**" basis. PEC will have the discretion to offer further quantity of the goods, if the bidder has not quoted for the full quantity of goods, at the rate quoted in the successful bid. For clarity sake, it is mentioned that PEC has the right to accept any bid in full and/or in part.
23. PEC reserves the right to accept or reject the highest or any other tender without assigning any reason.
24. The existing rules of State Govt./GOI for the disposal of food grains will be binding on the buyers.
25. If the buyer breaches the contract (terms and conditions), his E.M.D, security and other payment as stated hereinabove in different clauses of the Tender shall be forfeited and buyer shall be blacklisted by PEC for any future business possibilities with PEC.
26. Conditional tenders shall not be accepted.
27. Successful bidder shall have to give an affidavit duly attested by Magistrate/ Oath Commissioner before lifting the stocks that he/she will abide by the terms and conditions of the tender.
28. In case, successful bidder is not able to lift the entire cargo awarded within the stipulated time period from the date of issuance of the Letter of Acceptance by PEC then godown rent charges and management service charges of our collateral agent i.e. M/s NBHC Ltd. will be charged from the account of the successful bidder.

29. **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.

30. CANCELLATION OF CONTRACT:

If the Buyer fails to make payment to lift the goods within specified delivery period for reasons other than Force Majeure, PEC shall be entitled at his option to cancel the contract and recover the amount/charges as stated hereinabove in different clauses of this tender. PEC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

31. The bids must be submitted in a sealed envelope with name of the bidder, address, PAN No., TIN No. and VAT No. in bold letters. The bid must mention "Bid for Public auction" and be deposited into box provided for this purpose or couriered/posted by the due date at PEC Limited, 13th Floor, Hansalaya, 15-Barakhamba Road, New Delhi-01

32. Notwithstanding anything contained herein, PEC may accept or reject the Bid/Quotation or Postpone/Cancel the auction of the goods mentioned above without assigning any reason thereof.

33. 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 through arbitration by the Director of PEC and the award made in pursuance thereof shall be final and binding on the parties.

Place: New Delhi
Date:

sd/-
PEC Limited

I/We have read and understand the terms and Conditions.

I/We agree to abide by all above mentioned Terms and Conditions.

For M/s _____

Partner/Proprietor/Director

Sealed Tender Form

Date:

The Chief Marketing Manager
 Agro Commodities Division
 PEC Limited, 13th Floor,
 Hansalaya Building, 15-Barakhamba Road,
 New Delhi-01

With respect to the auction notice uploaded by PEC Limited on its website www.peclimited.com. I/We Mr. /Ms. /M/s. _____ (name of the buyer) hereby submit our price quote for the below mentioned stocks on "as is where is" and "No Recourse" basis:

<u>Name of Borrower- M/s NEELAM RURAL WAREHOUSING CORPORATION., Gate No. 250 (Part -1), Mauja Bhitara, Orai Road, Bhitara, Jalaun, Uttar Pradesh</u>							
<u>City</u>	<u>S.NO.</u>	<u>Godown/Warehouse Address</u>	<u>Commodity Name</u>	<u>Quantity (MT)</u>	<u>Bid Quantity(MT)</u>	<u>Bid Amount (Rs. Per MT)</u>	<u>Total Bid Amount in INR</u>
<u>Bhitara, Jalaun</u>	1	<u>Neelam Rural Warehousing Corporation, Bhitara, Jalaun, Uttar Pradesh</u>	Green Peas	254.88			

Signature(with rubber stamp):

Name:

Designation:

Earnest Money Deposit (EMD) Details:

Demand Draft Amount: Rs.

Demand Draft No.: _____

Bank Name: _____

- I/We understand that PEC shall have the sole and absolute discretion in selecting and confirming the sale in favour of any bidder and the successful bidder shall have to deposit the entire purchase price as mentioned in terms and conditions of Auction Form.

- If sale is confirmed in my/our favour, I/We undertake to pay 25% of the bid amount within 5 working days of intimation of successful bid and further pay the balance amount due within 10 working days from the date of signing of the contract, failing which PEC shall have the right to confirm the sale in favour of any other bidder without any further notice to me/us, in which case my/our Earnest Money Deposit will stand forfeited by PEC.
- I/We confirm that I/we will take delivery of goods within 7 days from the date of payment of full amount, failing which sale to me/us will stand cancelled and 25% of payment made by me/us will stand forfeited with balance amount being refunded by PEC one month after the date of signing of the contract without any interest. In such case, PEC will have full right and authority to offer the goods to any other bidder/purchaser without any demur or protest on our part.
- I/We understand that PEC may accept or reject the Bid/Quotation in full/part or postpone/cancel the auction of the goods mentioned above without assigning any reason thereof.

(Signature of Bidder with stamp, as applicable)

Address of the firm:

TIN No: _____

PAN No: _____

VAT No: _____

Contact No: _____

Enclosure: Terms and Conditions

Kindly Note:

a) Bidders are advised to retain a photocopy of their bids.

b) Please clearly record Name of the Firm, Full address, PAN No, TIN No, VAT No in Bold Letter on the bid envelope.

c) Bidders must sign copy of Terms and Conditions and enclose them with their bid failing which their bids may be rejected at PEC's sole discretion.