



PEC LIMITED

(A Govt. Of India Enterprise)

"HANSALAYA", 15-BARAKHAMBA ROAD, NEW DELHI-110 001

TENDER FOR SALE OF NON-BASMATI 5% BROKEN SORTEX PARBOILED RICE

TENDER NO: PEC/HO/TDR/ RICE /17-18/01 Dated:03.10.2017

CLOSING AT 15:30 HRS. (IST) ON 17.10.2017

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 Non Basmati 5% Broken Sortex Parboiled Rice, as per the terms and conditions prescribed hereunder:-

2. **ITEM:**

NON BASMATI 5% BROKEN SORTEX PARBOILED RICE

3. **QUALITY & QUANTITY:**

2512 MTs is offered by PEC on 'as is where is basis' at KAKINADA, ANDHRA PRADESH (#1/215A, Sarala Foods Pvt. Ltd., Uppalanka, Karapa Mandal, Yanam Road, Kakinada, Andhra Pradesh under c/o M/s Ramgopaal Shipping Services (CHA).

- Bidders should bid for the entire offered quantity of Non Basmati 5% Broken Sortex Parboiled Rice.
- Bids received for less than the tendered quantity shall not be considered.
- PEC reserves the right to decrease the quantity without giving any reasons.
- A bidder if he so desire may inspect the goods at the warehouse before submitting his bid so that he may satisfy himself as to the quantity and quality of goods. As the goods are being sold on as is where is basis no dispute as to quantity and quality of goods will be entertained after tender outcome.

4. PRICE:

Price to be quoted ex warehouse basis on 'as is where is basis'. Bidder to indicate bid price excluding any GST/Any other Statutory Charges. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders.

5. VALIDITY:

Bid must remain valid up to 1700 hrs. IST on 27.10.2017.

6. EARNEST MONEY DEPOSIT:

- a. Bid shall be accompanied with an Earnest Money Deposit of Rs.50 Lacs through Demand Draft payable at Delhi or Pay Order in favour of PEC LIMITED.
- b. Funds transferred on or before the tender closing date, through RTGS/ NEFT/Bank Transfer, to PEC's Bank account shall also be accepted as Earnest Money Deposit.
Beneficiary – PEC LIMITED

Bank: State Bank of India CAG Branch, New Delhi

IFSC Code – SBIN0009996

A/c No. - 10813608603

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.

- c. 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 of award of the tender.
- d. EMD successful bidder shall stand forfeited if he fails to provide the balance amount within the time frame stipulated in the tender.
- e. The amount of EMD of the successful bidder(s) will be adjusted only in the last delivery order after receipt of the balance amount.
- f. The bids without EMD shall be rejected without any communication.

7. SUBMISSION OF BIDS:

The bids complete in all respects addressed to The Joint General Manager, PEC Limited, 13th floor, "Hansalaya " ,15 , Barakhamba Road, New India- 110 001, should be submitted in sealed envelope / by fax (+91 11 23736287/23313804 /E-mail at lalit@peclimited.com or ashok.kumar@peclimited.com latest by 1430 hrs. IST on 17.10.2017 at the above address. In case the bid is sent by fax or e-mail, the bidder is required to inform us immediately on +91 11 23463151/23463152.

The bidder has the option of submitting the EMD at any of PEC's Branch offices latest by 1400 Hrs on 17.10.2017 The Branch office will issue a receipt for the same.

The tender shall be opened at 1500 hrs. IST on same day i.e. 17.10.2017, in PEC Limited, 13th floor, "Hansalaya " ,15 , Barakhamba Road, New India- 110 001. 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 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).
- (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/EMD 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.

8. 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.

9. LIFTING OF THE STOCKS:

The successful bidder will be required to lift the stocks within 30 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 warehouse, the same must be informed, in writing, to PEC immediately.

10. 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.

11. FORCE MAJEURE:

That PEC shall not be liable for any damages to loss on account of Force Majeure. "Force Majeure Events" means any event, act or performance which is beyond the control of a party, which includes but not limited to, war, invasion, act of foreign enemies, terrorist activities, nationalization, government acquisition or sanctions, blockage, embargo, strike, lockout, interruption or failure of power source, act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), earthquake, civil disobedience, riots, floods, court orders, fire.

12. LIQUIDATED DAMAGES:

In case the successful bidder fails to lift the stocks within the stipulated period of 30 consecutive days, Warehouse rent for a minimum period of (15 days) fifteen days @ Rs 1,00,000/- per month, 15% pa interest on unpaid amount and any other charges at actual will be charged from the successful bidder.

In case the successful bidder fails to lift the goods with the time provided for, 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, EMD will be forfeited.

13. CANCELLATION OF CONTRACT:

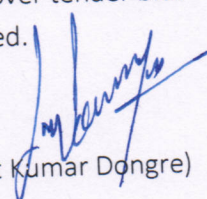
If the Buyer fails to lift the goods with in specified delivery period for reasons other than Force Majeure, the Seller shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Bid Bond. The Seller shall not be liable to any risks and costs, whatsoever, consequent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

14. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating 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 Delhi International Arbitration Centre, Delhi and 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 jurisdiction. The Indian Laws shall apply.

15. OTHERS:

Please note PEC reserves right to cancel/modify/extend the above mentioned captioned tender without assigning any reason what so ever. Further earnest money deposited by any bidder shall be refunded back within 15 working days of giving request. More over tender bids of any associates who have been blacklisted by PEC, shall be out rightly rejected.


(Lalit Kumar Dongre)

Joint General Manager

PRICE BID

Name of Bidder: _____ GSTN NO. _____

Address: _____

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

Email : _____

Contact Person: _____

S.No.	LOCATION OF THE CARGO	QUANTITY IN (MT)	OFFERED RATE (INR/MT)
1	M/s Ramgopaal Shipping Service, 1-215A, Sarala Foods Pvt. Ltd. Upplanka, Karapa, Mandal, Yanam Road, KAKINADA- ANDHRA PRADESH	2512	

*Plus GST/ Any other statutory charges, if any, will be borne by bidder.
*GSTN Certificate copy to be enclosed.

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 fulfilment of the contract.

Date:

Place:

Name, Designation & Signature of the Bidder