

## **PEC LIMITED**

**76, Greams Road, Thousand Lights, Chennai – 600 006.**

**Phone:- 044-28291633, Fax:-022-28290951.**

**Tender (i) CHA - Composite Work of Handling, Clearing,  
Transportation &**

**(ii) Warehousing - Storing of Pulses at Chennai**

**TENDER NO : PEC/PUL/CHA/TDR/3/12**

**DATED : 09/01/2012**

**CLOSING AT 1500 HRS. IST ON 24/01/2012**

**OPENING AT 1530 HRS. IST ON 24/01/2012**

### **TERMS & CONDITIONS OF TENDER**

#### **1. INVITATION FOR BIDS:**

PEC LIMITED (A GOVT OF INDIA ENTERPRISE), 76, Greams Road (Old No. 143) Greams Road, Business Centre, 1<sup>st</sup> Floor, Chennai – 600 006 invites bids from interested (i) CHA's for undertaking the work of handling, clearing, transportation and (ii) Reputed agencies for storing of pulses in warehouses imported by us in Containers, bulk / break-bulk as per the terms and conditions prescribed hereunder:-

#### **2. ITEM :**

- Food Grains and Others (I) Containerized Bagged Cargo, (II) Containerized cargo loose in Bulk and (III) Break-bulk in vessel.

#### **3. (I) BRIEF DESCRIPTION OF WORK**

The Clearing and Handling work, inter-alia includes the following major operations:-

- a) Proper and constant co-ordination with PEC about shipment programmes..
- b) To liaise with Steamer agents for obtaining necessary delivery orders.
- c) Informing PEC in advance about the movement of containers from CFS to warehouses.
- d) Fulfillment of documentation work with Customs.
- e) Arranging inspection by Customs/PHO/PPQ authorities and obtaining clearance from them.
- f) Co-ordinating with surveyor for their supervision.
- g) To Ensure that all the pre-existing damages to the containers before taking the delivery are brought to the notice of CFS so that no claim for such damages accrues at the time returning the containers.
- h) To ensure that no damage is caused to the containers while in transit. If any claim is received for such damages the same will be to the account of CHA.
- i) Transportation of cargo to warehouses, as designated by PEC.
- j) De-stuffing of containers and proper stacking of bags in the warehouse
- k) Cleaning and returning of containers to the concerned yard.

## **(II) SCOPE OF WORK (A) CHA**

- (i) The bidder on receiving information from Port Authorities or on intimation given by PEC's officials of the arrival or expected arrival of the cargo shall promptly arrange and obtain clearance documents from the port authorities. If the original Shipping documents have not been received till date by PEC, the bidder shall arrange for Indemnity bonds in favour of the owner/ master of the vessel and other necessary documents necessary for immediate clearance of cargo.
- (ii) The bidder shall liaise with the vessel agent for all necessary arrangements.
- (iii) On surrendering of Original Shipping Documents to the Vessel agent, the bidder will arrange to get the Indemnity bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with PEC.
- (iv) The bidder shall Arrange for PHO/PQ clearance, and all other statutory requirements, if any, and submit redeemed PHO/PQ bonds etc back to PEC.
- (v) The bidder shall arrange for all Custom Clearance activities, including but not restricted to Customs Duty only and other related activities for smooth clearance of cargo. The bidder will arrange any such payment promptly, in case not specified elsewhere in this Tender and complete all customs formalities promptly.
- (vi) The Port Charges, Terminal Handling Charges, Container Yard Charges and Container Handling Charges etc. will be to Bidder's account.
- (vii) The Bidder shall receive the cargo on behalf of PEC, at unloading points get Customs appraisal and all other such formalities and also arrange proper transportation & storage of the cargo in warehouse (which will be intimated by PEC) in the presence of PEC's nominated surveyors..
- (viii) All statutory formalities including endorsement on way bills etc, wherever necessary to be carried out by the bidder and endorsed copy in original to be deposited with PEC.
- (ix) All statutory payments and payments to the Shipping Companies are required to be ascertained by the bidder and advised to PEC for issue of Cheques / demands drafts. After issue of such Cheques / demand drafts, wherever necessary, same are required to be deposited by bidder on behalf of PEC. Receipts for the same will have to be deposited with PEC promptly by the bidder within 3 working days. In case, due to any reason any particular receipt is not submitted, reasons for the same are required to be submitted to PEC in writing.

- (x) The steamer agent / CFS charges excepting container deposit shall be borne by PEC. The CHA shall obtain proper invoice from the Steamer agent for all such charges and submit the same to PEC immediately for arranging the payment. The containers deposit which is refundable after the completion of operation shall, however, be made by CHA and be claimed by them only subsequently after returning of empty containers.
- (xi) In case original documents are not made available by PEC in time for some reason, the CHA shall be filing the Bill of Entry and getting it passed by obtaining necessary PD Bonds / Letter of Indemnity executed and other required formalities completed. Any loss to PEC on account of container detention charges, storage charges at CFS, caused by the lapse or failure on the part of CHA in fulfilling these formalities by him shall be entirely to the account of the CHA.
- (xii) If the seal of the containers are found broken / not sealed properly / damaged while lying at CFS, the CHA shall intimate the same to PEC and their surveyors to enable them to take up the matter with concerned agencies and lodge their claim for the loss. Any loss PEC, caused by lapse on the part of CHA in this regard shall be to the account of CHA.
- (xiii) The CHA shall be wholly responsible for the safety of the cargo as long as the cargo remains in their custody. The CHA will be responsible for the custody of the cargo and shall indemnify PEC for the cost of cargo as determined by PEC in case there occurs any quantitative loss of the cargo during the course of their handling of the same.
- (xiv) All the Exchange Control copies (in original) of Bill of Entry will be deposited by the bidder directly with PEC.
- (xv) The bidder will arrange for transit shed(s) in the port area, if required and will be responsible for the custody of the cargo. Cost of Loading / Unloading of the cargo at port and warehouse along with the transportation to the CFS & from the CFS to the various warehouses will be arranged by bidder.
- (xvi) In case, warehousing is arranged by other than bidder, the bidder will arrange to surrender the containers after de-stuffing of the containers are completed.
- (xvii) PEC does not guarantee for any volume of work or any pattern of services at any time or through out the period of contract. PEC also reserve their right to bifurcate the volume of work, whatever may be in two or more CHA / agencies at identical or different rates and to divide the work between such CHA / agencies in any manner and no claim shall be raised against PEC on this account.. The mere mention of any item of work in this document does not by itself confer a right on the CHA to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

- (xviii) The CHA shall be responsible for obtaining refund, receivable by PEC from Steamer Agent, CFS and from any other authorities concerned, within fifteen days from completion of operation.
- (xix) PEC will bear Custom duty (if payable), Steamer Agent charges (except container deposit) and CFS charges only. The CHA has to pay the container deposit and obtain the refund from Steamer Agent after returning the empty containers.
- (xx) The CHA shall arrange for de-stuffing of the Containers in the warehouse and stacking the bags properly in the warehouse, away from the walls, with the convenience of easy access to cargo for inspection, fumigation and further movement. The CHA shall also ensure that labourers engaged in de-stuffing / stacking the cargo do not use hooks excessively which results in damage to the bags and causes spillage of cargo. Any damage to bags, loss of material due to the lapse / excessive usage of hooks, if witnessed / reported by the surveyor / PEC representatives / Warehouse officials shall be to the account of CHA. After the de-stuffing of the containers at the designated warehouse, the CHA will arrange to surrender the containers.
- (xxi) The CHA, at his own cost, shall arrange for re-bagging and stacking of loose / spillage cargo. The CHA, at his own cost, shall also arrange for salvaging and separate weighment of damaged cargo if received any, in co-ordination with the surveyor and give a report to PEC to that effect to enable them to lodge claim on Insurance Company for the same.
- (xxii) If the cargo is moved from Port to any outside warehouse, the transportation shall be arranged by the bidder and it will be the responsibility of the bidder to ensure the safety of the bags and the cargo.
- (xxiii) The CHA shall obtain the final invoice from Steamer agents, CFS and submit the same to PEC forthwith.
- (xxiv) Any losses, damages to the material, containers and property of the warehouse shall be to the account of CHA. Further, PEC shall not be responsible and shall not reimburse any costs or expenses incurred / suffered by the CHA due to their negligence or un-workmanship-like performance.
- (xxv) The CHA shall be responsible for all claims for injuries to person or property or for any other reason whatsoever in connection with the duties of the CHA herein provided for.

## **(B) WAREHOUSING**

- (a) The bidder will be required to provide the warehouses for storing the cargo and for that rates are required to be quoted for the covered carpet area only on Sq ft basis of the warehouse offered. The warehouse so offered should have atleast 20 stacking. No service tax is payable by PEC on such godown rent. The warehouses offered should be situated in Chennai (North) i.e. Tondiarpet, Royapuram, Kalmandapam or Tiruvottiyur, Manali or preferably near to CFS where there is free movement of trucks round the clock. PEC can vacate the warehouses with one month notice. However, 3 months notice is required to be given by the owner of the godown for vacating the warehouse during or after completion of Contract period. Deposit, equivalent of one month rent will only be allowed.
- (b) The bidder will be responsible for monitoring the delivery, if any at hook point/container yard and no delivery will be effected without the written instruction of PEC.
- (c) All the deliveries will be made in the presence of a Surveyor nominated by PEC and the bidder will co-ordinate with the Surveyor for effecting the deliveries.
- (d) Bidder shall maintain complete account of cargo discharges and containers and shall submit daily report to PEC.
- (e) Bidder will be responsible for the safety & the quality of the cargo.
- (f) Bidder shall also be responsible for the proper fumigation of the cargo from time to time.
- (g) The bidder having warehouse only can also submit their bid for providing warehouse only which is managed by bidder.
- (h) Bids should be submitted for the **existing warehouses** also which are already hired by PEC so that continuity is maintained.

### **4. BID BOND:**

Bid shall be accompanied by Demand Draft or Pay Order for Rs.2,00,000/- (Rs. Two lakh only) in favour of "PEC Limited". If a bidder is submitting their bid for CHA as well as Warehousing, single bid bond is required for Rs. 2,00,000/- (Rs. two lakh only). **Bidder can submit their bid for CHA work or warehousing or for both.** In lieu of Demand Draft or Pay Order, bidder can also make RTGS TO PEC Limited, New Delhi - ICICI BANK A/C No. 000705001442, IFSC CODE NO. ICIC0000007. A Copy of the UTR number is required to be attached with the bid. The time of the UTR should be prior to Tender closing time and date.

- a. Bid amount of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned after (15) days of award of the tender (to the successful Bidder(s)).

- b. Bid money of successful bidder shall stand forfeited if he fails to provide performance guarantee as per terms of the Tender.

## **5.SUBMISSION OF BIDS:**

**The bidders can submit their bid either for CHA or Warehousing or both together.** The bids complete in all respects addressed to The Branch Manager, PEC Limited, 76, Greams Road, Thousands Light, Chennai – 600 006 should be submitted in sealed envelope latest by 1500 hrs. IST on 24 /01/2012 at the above address in the format attached as per Annexure-II & III. The bids should be valid for acceptance upto and inclusive of 29<sup>th</sup> February, 2012.

The tender shall be opened at 1530 hrs. IST on the same day at the above 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 technical bid and Price Bid formats provided at Annexure-II & Annexure –III respectively.

The following is also required to be complied with

- (a) Bidders or their authorized representatives may attend the opening of the tender.
- (b) Each page/document must be signed by the Bidder.
- (c) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Speed Post to the successful bidder(s) and/or his/their Agents(s) within the validity of offer.
- (e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Amount may be rejected at the discretion of the PEC.
- (f) No conditional quotations / bids shall be accepted. PEC reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason thereof. Any bid can also be rejected even if Technical Bid(s) are opened.
- (g) Bidders are required to disclose the name and address of agents and representatives.
- (h) Bidders are also required to disclose the payments to be made by them to agents / brokers or any other intermediary.

## **6. PERIOD OF CONTRACT**

The successful party (s) whose quotation is accepted shall be required to sign an agreement in the format prepared by PEC. The rates finalized in the agreement shall be static for the entire period of agreement and there shall not be any increase under any circumstances.

PEC reserves the right to add or delete any terms and conditions while finalization of agreement.

The CHA can't sublet, transfer or assign the contract or any part thereof.

The appointment is for a period of **one year** and the same can be extended for a further period of one year only on the same terms and conditions at PEC's option. The period of initial one year can also be reduced at PEC's option. There will be no claim whatsoever of the bidder in case, Contract is terminated at any time during one year or thereafter. The decision of PEC, Head Office will be final and binding and conclusive..

Any loss, damage and / or additional expenses to PEC on account of the negligence of CHA shall be recovered from the CHA. The decision of quantum of penalty to be imposed on CHA on this account shall be decided by PEC and it shall be final.

## **7. PERFORMANCE GUARANTEE**

Successful bidder shall furnish a Performance Guarantee, for due and satisfactory performance of the Contract, of Rs.5,00,000/- (Rs. Five lakh only) or by way of Bank Draft or Pay Order in Favour of " PEC LIMITED". In lieu of Demand Draft or Pay Order, bidder can also make RTGS TO PEC Limited, New Delhi - ICICI BANK A/C No. 000705001442, IFSC CODE NO. ICIC0000007. A Copy of the UTR number is required to be submitted to PEC.

- (i) The Performance Guarantee shall be furnished within five (5) calendar days of the date of acceptance of the Bid.
- (ii) Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.

## **8. FORFEITURE OF PERFORMANCE GUARANTEE**

1. PEC reserves the right to forfeit the Performance Guarantee if the Bidder Commits any breach of Contract or fails to fulfil any term(s) or condition(s) of the Contract.
2. The Performance Guarantee will be released to the Bidder on successful and satisfactory execution of the Contract. No claim shall be admissible against PEC in respect of interest on Performance Guarantee regardless of the time of the release.

## **9. DOCUMENTS CONSTITUTING CONTRACT**

The Invitation of Bids, the terms and conditions of Tender, Bid 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 Bidder.

## **10. REMUNERATION**

The remuneration shall be paid by PEC in respect of services described and performed by them at the contracted rates. If any service is required to be performed in addition to the contracted rates, the remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement. The bidder will be required to take prior approval in writing for undertaking any additional job.

## **11. DAMAGES:**

The bidder shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of bidder or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of PEC.

## **12. INDEMNITY:**

The Bidder shall always keep PEC fully indemnified against all costs, damages, demurrages and other such things in operation due to negligence of the Bidder or due to their non-performance/ under performance of any services and/or obligations, or any breach of any terms of Contract. Notwithstanding, anything contained in the Contract, if for any reason PEC is disabled or prevented from performing any of its obligation under the Contract it shall inform to the bidder, who shall have no right to claim any payment whatsoever from PEC either by way of price, compensation, damages or otherwise, in respect of the Contract. The Bidder shall also keep PEC fully indemnified for the conduct of its employees/Agent.

## **13. 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 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 the Arbitration will be New Delhi.

## **14. GENERAL**

In accordance with the Government of India guidelines bidder shall undertake not to pay or accept any bribes and that the bidder shall not indulge in any unethical practice / behavior in accordance with Indian Laws. Bidder may also check for any amendment in the Tender until the date of bid as any Tender condition can be modified or date of submission of bids may get extended.

**( A.S. RAJOURYA )**  
**Branch Manager**

**TECHNICAL BID**

1. The Bidder is required to submit the following documents
  - i) Certified Copy of Partnership Deed/ Articles of Association/ Memorandum of Association etc as applicable.
  - ii) Copy of Certificate of Registration.
  - iii) Details of Directors/Partners/Proprietor (whatever applicable).
2. The Bidder should have experience in handling Food Grains and should have handled both containerized cargo & bulk cargo with an experience of at-least 3 year. The bidder should also provide a brief detail of the cargoes handled by them in the preceding one year.
3. The Bidder is required to provide the details of his bankers and a letter from the bank on the credit limits / facilities enjoyed by the bidder, if any. Also, the bidder is required to furnish Bank Statement for the last Six months from Bankers. All pages should be self – attested.
4. The Bidder is required to provide self attested a copy of Income Tax PAN Number / Service tax number allotted to him by the Income Tax Authorities.
5. The bidder is required to furnish self attested audited Balance Sheet of preceding three years.
6. The bidder is required to furnish self attested copies of Custom House Agent & Stevedoring license from the appropriate authority in case of CHA.
7. The bidder quoting for warehousing only, should also furnish relevant documents showing the capability of providing the warehousing for the minimum quantity of 5,000 MTs.
8. The format of the Technical Bid is given in Annexure – II. For submitting above information / documents, separate sheets may be used in addition to Annexure – II. All pages should be self-attested.

**TENDER NO: PEC/PUL/CHA/TDR/3/12 DATED 09/01/2012**

**FORMAT OF TECHNICAL BID- ON BIDDER'S LETTER HEAD**

**1. Details of the Party**

Name and address of Registered Office, Branch offices, with Telephone, Fax numbers, email address.

PAN\_\_\_\_\_

TIN\_\_\_\_\_

**2. Name of Partners / Directors**

Sl. No.	Full Name of the Partner / Director
1	
2	
3	
4	
5	

I / We hereby solemnly declare that the above mentioned name(s) are the bonafide Proprietor / Partner / Director of the Firm / Company mentioned at Sl. Nos above.

**3. Date of incorporation.....**

**4. TECHNICAL EXPERTISE**

**a) WORK EXPERIENCE:**

Sl.No	Name of the Client served	Contract Period	Product handled	Volume in MT	Volume of contract executed(Rs.)

b).Whether your firm /Company has blacklisted by PEC Limited or any other Public Sector / Govt. / Quasi-Govt Organization/any other client **Yes / No**

c) Whether your stevedoring was ever terminated before expiry of stevedoring period or Security deposit/EMD forfeited by PEC or any other public sector/Govt./Quasi-Govt. Organization/any other client.

**Yes / No**

d) Whether proprietor/partner/Director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust **Yes / No**

**5. DETAILS OF SISTER CONCERNS**

(a) Name & Address.....

(b) Activities engaged in by Sister Concern.....

(c) Names, address & Telephone Nos. of Proprietors/Director/Partners of Sister Concern.

**Note:**

(i) The blacklisted parties by PEC or Govt./Quasi-Govt Organization are not be qualified

(ii) The parties whose EMD has ever been forfeited by PEC will not be qualified

(iii) PEC reserves the right not to consider parties having any dispute with PEC.

**(Signature & Seal)  
(Authorized Signatory)**

**Date:**

**Place:**

**Note : Separate sheet may please be used for submitting additional information as required in Annexure-I.**

**TENDER NO: PEC/PUL/CHA/TDR/3/12 DATED 09/01/2012**

**PRICE BID FORMAT  
(on Bidder's Letterhead)**

**The Branch Manager  
PEC LIMITED**  
76, Greams Road, Thousand Lights  
Chennai – 600 006.

Dear Sir,

I/We submit our bid under Tender No. PEC/PUL/CHA/TDR/3/12 dated 09/01/2012. I/We have thoroughly examined and understood the terms and conditions of tender and the scope of work.

**PART – A - CHA**

**(A) BAGGED CARGO IN CONTAINERS**

I/We offer to work at a composite rate (Bagged cargo in containers) of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) PMT plus the applicable service tax (excluding statutory charges, CFS Charges, Shipping company charges, Transportation) towards CHA charges. The details are as follows:-

- i) CHA Documentation.....
- ii) PHO.....
- iii) PQ.....
- iv) CFS inspection charges open & packing seal cutting.....
- v) De-stuffing & stacking in the warehouse  
(including misc. expenses) etc).....
- Total (as mentioned above).....

(Note : Any cut and torn bags are to be filled in new bags (supplied by PEC) and stacked)

(Signature of Bidder)  
(Capacity in which signing)

Continued on page No. 2/-

**(B) BULK CARGO IN CONTAINERS**

I/We offer to work at a composite rate (Bulk cargo in containers) of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) PMT plus the applicable service tax (excluding statutory charges, CFS Charges, Shipping Company charges, Transportation) towards CHA charges. The details are as follows:-

- i) CHA Documentation.....
  - ii) PHO.....  
...
  - iii) PQ.....  
...
  - iv) CFS inspection charges open & packing seal cutting.....
  - v) De-stuffing of containers, Bagging, stitching & stacking  
in the warehouse (including misc.expenses).....
- Total (as mentioned above) .....

(Empty PP bags will be supplied by PEC).

**(C) Transportation of containers-per containers from CFS to :-**

- i) **Manali or other places (upto 15 k.m. ).....**
- ii) **Madhavaram etc.(15-25 k.m.).....**
- iii) **Other places (25-40 k.m.).....**
- iv) **Beyond 40 k.m.....**

(Note: Above transportation rates will be including loading of container and unloading, weightment, Service Tax and Toll charges, if any)

(Signature of Bidder)  
(Capacity in which signing)

Continued on page No. 3/-

**(D) BREAK-BULK CARGO IN VESSEL – LOAD OF 2,000 / 2,500 MTS**

I/We offer to work at a composite rate (Bulk cargo in vessel) of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) PMT plus the applicable service tax (excluding statutory charges, Shipping Company Charges) towards CHA charges. The details are as follows:-

- i) CHA Documentation.....
  - ii) PHO.....
  - iii) PQ.....
  - iv) Stevedoring (including Transportation, weighment  
Un-loading to port godown).....
- Total (as mentioned above).....

Note :- Empty PP bags will be supplied by PEC for re-filling of any cut & torn bags. Labour Charges for loading into trucks at the time of delivery will be paid separately.

(Signature of Bidder)  
(Capacity in which signing)

Continued on page No. 6/-

**PART B - WAREHOUSING**

(1) I/We offer warehouse at composite rate as shown below per Sq. ft. for the **covered carpet area** (minimum stacking of 20 bags of 50 kg each). The name of the warehouses with complete address / locations / area are as follows:-

**Name of warehouse** **Location** **Area (Carpet Area) Sq. Ft.** **Rate. (Rs.) per Sq. ft.**  
(alongwith address)

1.....  
...

2.....  
...

3.....  
...

4.....  
...

5. Port godown rent charges (as stipulated by Port authorities may please be quoted including service charges, if any), as follows:-

First month.....

Second month .....

Third month onwards.....

Warehouse charges should include management charges (security, water, electricity, repair etc.).

Management charges also include sending of Daily Report of the stock arrival and delivery to PEC offices, as may be required.

Rates for the Existing godowns hired by PEC has also been quoted.

(Signature of Bidder)  
(Capacity in which signing)

Continued on page No. 5/-

**(2) Labour charges (Loading of bags in to the lorries including misc. expenses etc) Rs.....PMT**  
(At the time of Delivery)

I/We agree to keep the offer open for acceptance up to and inclusive of 29<sup>th</sup> February, 2012.

I/We shall be bound by communication of acceptance of the offer dispatched within time / extended time.

I/We enclose the Bid Bond of Rs. 2,00,000/- (Rs. Two lakh only) by way of Demand Draft / Pay Order / UTR No.....dated.....

Thanking you,

Yours truly,  
For & on behalf of.....

(Signature of Bidder)  
(Capacity in which signing)

**Note : The bidders can submit their bid either for CHA or Warehousing or both together.**