

PEC LIMITED
204, Arcadia Building, 2nd Floor, 195, NCPA Marg,
Nariman Point, Mumbai – 400 021.
Phone:- 022-22029390 / 22830922, Fax:-022-22840241.

Tender (i) CHA - for Composite Work of Handling, Clearing,
Supervision, Transportation and (ii) Warehousing - for Storing of
Pulses at Mumbai
TENDER NO : PEC/PUL/CHA/TDR/2/11
DATED : 16/12/2011

CLOSING AT 1500 HRS. IST ON 30 /12/2011

TERMS & CONDITIONS OF TENDER

1. INVITATION FOR BIDS:

PEC LIMITED (A GOVT OF INDIA ENTERPRISE), 204, Arcadia Building, 2nd Floor, 195, NCPA Marg, Nariman Point, Mumbai – 400 021 invites bids from interested (i) CHA's for undertaking the work of handling, clearing, supervision, 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 (Containerized Bagged Cargo and Containerized cargo loose in Bulk / Break-bulk)

3. 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 payment and other related activities for smooth clearance of cargo. The bidder will arrange for the payment of custom duty on behalf of PEC and completion of all customs formalities.
- (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).
- (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 payments 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.
- (x) All the Exchange Control copies (in original) of Bill of Entry will be deposited by the bidder directly with PEC.
- (xi) 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.
- (xii) 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.

(B) WAREHOUSING

- (a) The de-stuffing of Containers will be the responsibility of the Bidder. After the de-stuffing of the containers at the designated warehouse, the bidder will arrange to surrender the containers.
- (b) 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.
- (c) The bidder will be required to provide the warehouses for storing the cargo and for that rates are required to be quoted for the 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 a radius of 25 k.m. from Nhava Sheva

at Mumbai preferably near to CFS where there is free movement of trucks round the clock.

- (d) 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.
- (e) 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.
- (f) Bidder shall maintain complete account of cargo discharges and containers and shall submit daily report to PEC.
- (g) Bidder will be responsible for the safety & the quality of the cargo.
- (h) Bidder shall also be responsible for the proper fumigation of the cargo from time to time.
- (i) The bidder having warehouse only can also submit their bid for providing warehouse only (on lock and key basis) which can be either managed by bidder or PEC nominated agency.

4. BID BOND:

- a. 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).
- b. 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)).
- c. Bid money of successful bidder shall stand forfeited if he fails to provide performance guarantee as per terms of 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, 204, Arcadia Building, 2nd Floor, 195, NCPA Marg, Nariman Point, Mumbai – 400 021 should be submitted in sealed envelope latest by 1500 hrs. IST on 30 /12/2011 at the above address. The bids should be valid for acceptance upto and and inclusive of 31st January, 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 Buyer.
- (f) 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.
- (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 appointment is for a period of **one year** and the same shall be extended for further period on the same terms and conditions at PEC's option.

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"

- (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 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. REMUNERATION

The remuneration shall be paid by PEC in respect of services described as in para 4 and performed by them at the contracted rates. If any service is required to be performed in addition to those mentioned in para 4 above, the remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement.

11. FORCE MAJEURE

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt, 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. The notice of such Force Majeure be given by the party effected in writing immediately.

12. 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.

13. 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.

14. 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.

15. 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.

(Lalit Dongre)
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 atleast 2 years. 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.
4. The Bidder is required to provide 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 duly audited Balance Sheet of preceding three years.
6. The bidder is required to furnish 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 20,000 MTs.

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

The Branch Manager

PEC LIMITED

204, Arcadia Building, 2nd Floor, 195,

NCPA Marg, Nariman Point,

Mumbai – 400 021.

Dear Sir,

I/We submit our bid under Tender No. PEC/PUL/CHA/TDR/2/11 dated 15 /12/2011. I/We have thoroughly examined and understood the terms and conditions of tender and the scope of work.

(A) CHA

- (1) 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, Transportation) towards CHA charges.
- (2) 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, Transportation) towards CHA charges.
- (3) 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, Transportation) towards CHA charges.

(The bidders should also give the break-up of the composite rate as mentioned above in a separate sheet)

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(B) WAREHOUSING

I/We offer warehouse at composite rate as shown below per Sq. ft. for the **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 the warehouse Location Area (Carpet Area) Sq. Ft. Rate. (Rs.) per Sq. ft.
(alongwith address)

- 1.....
- 2.....
- 3.....
- 4.....

I/We agree to keep the offer open for acceptance up to and inclusive of 31st January, 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 No.....dated.....

Thanking you,

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

(Signature of Bidder)
(Capacity in which signing)