



PEC Limited

(A Government of India Enterprise)

“Hansalaya”, 15-Barakhamba Road, New Delhi-110 001, INDIA

Tel. No. +91-11-23463260/281

E-mail: tender@peclimited.com

Notice inviting quotations for sale of old/broken/scrap unused furniture, and electrical/electronic items etc. on as is where basis is.

TENDER NO: PEC/DEL/GAD/2019-20/03

DATED: 13.09.2019

CLOSING AT 1500 HRS (IST) ON 27.09.2019

OPENING AT 1500 HRS (IST) ON 03.10.2019

Dt. 13.09.2019

1. BACKGROUND

PEC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from reputed bidders for sale of old/broken/scrap unused furniture, and electrical/electronic items. etc. lying in the PEC limited , 9th and 14th floor , 15 Hansalaya, Barakhmba Road , New Delhi -01 on “as is where is basis”.

2. DATE SHEET

| | | |
|----|---|--|
| 1. | Notice Inviting Tender Start Date and Time | 1500 Hrs. (IST) on 13/09/2019 |
| 2. | Document Download Start Date and Time | 1500 Hrs. (IST) on 13/09/2019 |
| 3. | Bid Submission Start Date and Time | 1530 Hrs. (IST) on 13/09/2019 |
| 4. | Bid Submission End Date and Time | 1500 Hrs. (IST) on 27/09/2019 |
| 5. | Tender Opening Date and Time | 1500 Hrs. (IST) on 03/10/2019 |
| 6. | Item kept at | PEC Limited ,14th Floor, 15 Hansalaya Building, Barakhamba Road N.Delhi -01 |
| 7. | Tender Fee | Rs. 500/- (Non-refundable) |
| 8. | Tender Fee - by way of Banker's cheque drawn in favour of | PEC LIMITED. |

3. SCOPE OF WORK

- i. Verification/identification of the above material is to be done in the presence of the Departmental officials as per the list provided (Annexure 6). Also the number of units may change , as management may decide to offer the items to internal employee and rest of the items and corresponding units will be sold to highest bidder at the price quoted by him.
- ii. Material shall be lifted after payment of the amount at the agreed rate. The Contractor will be allowed to take out the scrap from the premises only after producing evidence for payment of the amount and the items to be taken out from PEC Limited , New Delhi within 2-4 days of placing order to L1 bidder, If the material is not lifted within 2-4 days of issuance of purchase, the bid shall be cancelled at the discretion of the PEC limited, New Delhi.
- iii. Labour, transport, equipment's including weighing machine, bags and packing materials required for removing the scrap from the designated place shall be arranged by the Contractor at his cost. The Department takes no responsibility in this regard.
- iv. The interested persons may visit the aforementioned places between 18-20 September 2019 on all working days during office hours i.e 10 AM to 5.00 PM
- v. Sealed quotations are to be submitted in the office of the undersigned on all working days upto 3.00 P.M. on 27th September 2019 mentioning therein the price for the material. Quotations must accompany copy of PAN Card and GST Number. The quotations shall be opened on 03rd October 2019 at 3:00 P.M. at 13th Floor PEC Limited, 15 Hansalaya, Barakhamba Road New Delhi, where all the vendors or their representatives may kindly make it convenient to be present.
- vi. The Department reserves the right to deduct any expenses, loss/claims on account of the failure of the bidder to comply with the terms of the contract.
- vii. PEC Limited reserves the right to accept or reject any quotation on any ground or without assigning any reasons whatsoever.

4. GENERAL TERMS & CONDITIONS:

- i. The bidder shall quote consolidated charges in respect of all the material as per the list (Annexure 6)
- ii. Bidders should submit bid application fee (non-refundable) is Rs. 500/- in the form of Demand Draft in the name of "PEC Limited New Delhi".
- iii. The successful bidder shall pay the amount within 7 days failing which the Bid shall be cancelled.
- iv. In case L1 is not taking the items within stipulated timeline , the L2 will be offered the items, if it matches the price offered by L1 bidder. The same methodology will be adopted to other bidder, if L2 fails to match the price of L1.
- v. The bidder is responsible for any damage caused to the material/government property by him/her/it or his/her/its workers at the time of inspection/lifting etc.
- vi. The workers deployed by the agency / service provider shall be workers of the agency / service provider for all purposes and the department shall have no relation / responsibility in respect of workers on any matter.

- vii. The tender notice, bid documents, application etc. can be downloaded from <http://www.peclimited.com> or can from <https://eprocure.gov.in> .
- viii. The successful bidder should comply with all statutory obligations.
- ix. The bidders should submit all forms annexed herewith from Annexure 1 to 6.
- x. PEC Limited, New Delhi, may consider relaxation of any of the norms mentioned above.
- xi. PEC Limited, New Delhi has all powers to cancel the tender process at any point of time without assigning any reason.

5. SUBMISSION OF BIDS: (TWO BID SYSTEM)

- i. The tender should be submitted through two bids system i.e. Technical bid and Financial bid. Technical and Financial bids should be sealed separately and addressed to

Chief General Manager (GAD),
Personnel Department, 13th Floor,
PEC Limited,
Hansalaya, 15 Barakhamba Road,
New Delhi- 110001

- ii. Sealed Tenders will be opened at , 13th Floor, PEC Limited, Hansalaya, 15 Barakhamba Road, New Delhi- 110001 the presence of such bidders who may like to be present on 03.10.2019 by 3.00 PM.
- iii. Interested persons may visit the above office for a list of the material as well as physical inspection of such items/material [contact: GAD Department , 14th Floor PEC Limited , 15 Hansalaya , Barakhamba Road between 18-20 September 2019 on all working days during office hours i.e. 10 Am to 5.00 PM (Annexure 6)

6. VALIDITY OF BID:

The bidder agrees to and shall hold his bid valid for at least twelve (12) month from the date of opening of price bids. However, the bidder agrees to extend the bid for a further period of three (3) months on the existing terms and condition in case the same is desired by PEC Limited. The validity of the bids and its security may be extended for a further period on mutual consent.

7. DISCLAIMER:

PEC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. PEC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

8. JURISDICTION:

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

9. 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 AGENCY 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 AGENCY, 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 and of any loss/damage etc. caused to PEC in connection with nonperformance or otherwise in relation to this contract

The Bidder shall keep PEC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

10. FORCE MAJEURE:

"For Majeure Event will mean the occurrence of an act of war, invasion, act of foreign enemies, terrorism or civil disorder; earthquake or any other natural disaster or any other unforeseeable circumstances beyond the control (and not arising out of any fault/inaction/malafide/concealment/violation/commercial non-viability and the likes on the part of the party relying or claiming under the clause) which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this agreement.

Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the events of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and the party must use its reasonable efforts to mitigate the effect of the force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve the associates/third party (as applicable and as worded in the agreement) from liability for an obligation which arose before the occurrence of that event, nor does that affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

However notwithstanding the above, during the subsistence of Force Majeure Clause, the associate/third party (as applicable and as worded in the agreement) shall remain and will be liable for payment of interest, costs etc. as per the contract agreement, till repayment.

11. 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 Delhi International Arbitration Centre (DAC), New Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi the appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall Govern this Contract.

ANNEXURE – 1**BID SUBMISSION PROFORMA**

Tender for _____

To

Chief General Manager (GAD),
Personnel Department, 13th Floor,
PEC Limited,
Hansalaya, 15 Barakhamba Road,
New Delhi- 110001

Dear Sir,

1. I/We hereby offer to buy old/broken/scrap unused furniture, and electrical/electronic items. Etc . on as is where basis is. I/We have understood and complied with the “Terms and Conditions” for purchasing and lifting the material strictly in accordance with the requirements.
2. Bid submission Agreement as per proforma at Annexure – 2 has been duly signed and submitted herewith.
3. The following pages have been added to and form part of this tender (If needed to be filled and added).

Yours faithfully,

Signature of Bidder
Address

Dated
Signature of Witness
Address
Dated

Note: This form should be returned along with offer duly signed.

ANNEXURE – 2

BID SUBMISSION AGREEMENT

No. _____

Date: _____

To

Chief General Manager (GAD),
 Personnel Department, 13th Floor,
 PEC Limited,
 Hansalaya, 15 Barakhamba Road,
 New Delhi- 110001

Sub: Purchase of Bidding Documents**Ref: Tender No.** _____

The Office of the PEC Limited and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form upto the time of opening of bid at 3.00 P.M. on 03/10/2019 AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by the Office of the PEC Limited , New Delhi. The consideration for this separate initial contract preceding the main contract is that the office of the PEC Limited is not agreeable to sell the NIT to the tenderer and to consider the bid to be made except on the condition that the bid shall be kept open for (so many) days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with the office of PEC Limited , New Delhi promises to consider the bid on this condition and agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honor the above terms and conditions, PEC Limited, New Delhi shall have unqualified, absolute and unfettered right to encash / forfeit the bid fees submitted in this behalf.

Authorized Signatory

Authorized Signatory

(Bidder)**(PEC Limited)**

(One copy of this agreement duly signed must be returned along with offer)

ANNEXURE – 3

**PROFORMA OF AUTHORISATION FOR ATTENDING BID MEETING AND
TENDER OPENING**

To

Chief General Manager (GAD),
Personnel Department, 13th Floor,
PEC Limited,
Hansalaya, 15 Barakhamba Road,
New Delhi- 110001

Sub : Authorisation for attending bid opening at 3.00 PM on 03-10-2019 in the tender of “sale of old/broken/scrap unused furniture, and electrical/electronic items. etc. on as is where is basis at PEC Limited, New Delhi”.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below:

| Order of Preference | Name | Specimen Signature |
|---------------------|------|--------------------|
| I | | |
| II | | |

Alternative Representative

Signature and Seal of the Bidder

Or Person(s) authorized to sign the bid Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE – 4**FORMAT OF AFFIDAVIT TO TAKE FULL RESPONSIBILITY FOR
LAPSES OF EMPLOYEES OF BIDDER**

I the undersigned hereby state that I am responsible for the laborers/employees who are working for M/s. _____ during the course of inspection/lifting of material put for sale in the PEC Limited Office at Head Office New Delhi -01. In the event of any unusual or illegal or unacceptable act / incidents / accidents caused by the laborers / employees working for M/s. _____ I take full responsibility for the lapses and misconduct on the part of laborers / employees engaged by me.

Place:

Signature of Bidder

Date:

Name:

ANNEXURE – 5

FORMATION FOR TECHNICAL BID

The Technical Bid should be as given below and should be supported by the documents indicated in the said Annexure. The Demand Draft / Banker' s Cheque in respect of tender fees should be submitted with the „Technical Bid“.

| | | |
|---|---|--|
| 1 | Name and address of the Bidder | |
| 2 | Telephone No. / Fax No./ Mobile No. | |
| 3 | Website /e-mail address | |
| 4 | Permanent Account No. (PAN) (Enclose copy) | |
| 5 | GST Number (Enclose copy) | |
| 6 | Date of registration of the concern (provide the proof of the same) | |

Place:

Signature of Bidder Date:

Name

ANNEXURE – 6

FORMAT FOR FINANCIAL BID

Quote for purchase of old/broken/scrap unused furniture, and electrical/electronic items. etc. on as is where is basis as discussed in Tender document and as per following list.

| S.N | Air Conditioner(Old) *A | No of Item | Per Unt Cost | Total Cost |
|-----|---------------------------|------------|--------------|------------|
| 1 | Air Conditioner (Split) | 21 | | |
| 2 | Air Conditioner (Window) | | | |
| 3 | Air Conditioner –Cassette | 1 | | |
| 4 | AC Stabilizer | 7 | | |
| | Total | | | |

| S.N | Electronics/Electrical Items (Old) -- *B | No of Item | Per Unit Cost | Total Cost |
|-----|--|--------------|---------------|------------|
| 1 | Telephone Instrument (Landline) | 60 | | |
| 2 | Fridge (Big) | 1 | | |
| 3 | UPS | 4 | | |
| 4 | Invertor | 4 | | |
| 5 | Battery | 26 | | |
| 6 | Battery Trolley | 10 | | |
| 7 | Wall Fan | 16 | | |
| 8 | exhaust fan | 8 | | |
| 9 | Sony 32 Inc LCD Tv | 1 | | |
| | | Total | | |

| S N | Furniture (Old) -- *C | No of Item | Per Unit Cost | Total Cost |
|--------|-----------------------|--------------|---------------|------------|
| 1 | Table | 6 | | |
| 2 | Side Rack | 3 | | |
| 3 | Book Shelf | 3 | | |
| 4 | Almirah (Wooden) | 1 | | |
| 5 | Centre Table | 4 | | |
| 6 | Wooden Drawer | 2 | | |
| 7 | Steel Almirah | 1 | | |
| 8 | Small Wooden Drawer | 1 | | |
| 9 | Godrej Chair | 15 | | |
| | | Total | | |

*The number of units/item may increase or decrease , as management may decide to offer the items to internal employee first and rest of the items and corresponding units will be sold to highest bidder at the price quoted by him.

*Part quotation with in section is permitted , Bidder can quote for one or more than one section i.e A, B, C.

* Highest bidder will be determined based on the maximum quote received for that section only.

Place:

Signature of Bidder

Date: