



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-MUM/GAD/2020-21/02 DATED:25.01.2021

CLOSING AT 1500 HRS (IST) ON 12.02.2021

OPENING AT 1530 HRS (IST) ON 12.02.2021

Dt: 25.01.2021

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 used furniture, and electrical/electronic items etc. lying in the PEC Limited, flat no: 21 and 20, Neelam Gulzar Appt., Western Express Highway, Sahar Road, Parsiwada, Andheri (East), Mumbai-400099 on “as is where is basis”.

2. DATE SHEET

1.	Notice Inviting Tender Start Date and Time	1500 Hrs. (IST) on 25/01/2021
2.	Document Download Start Date and Time	1500 Hrs. (IST) on 25/01/2021
3.	Bid Submission Start Date and Time	1530 Hrs. (IST) on 25/01/2021
4.	Bid Submission End Date and Time	1500 Hrs. (IST) on 12/02/2021
5.	Tender Opening Date and Time	1530 Hrs. (IST) on 12/02/2021
6.	Items kept at	PEC Limited, Flat no.21 and 20, Neelam Gulzar Appt., W.E. Highway, Sahar Road, Parsiwada, Andheri (East), Mumbai-99
7.	Tender Fee	Rs. 100/- (Non-refundable)
8.	Tender Fee - to be Deposit in PEC Delhi A/c. ICICI Bank, New Delhi Branch, Connaught Place, New Delhi. IFS Code: ICIC0000007. Account No. 000705001442.	PEC LIMITED.

PEC/DEL-MUM/GAD/2020-21/02

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). 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 successful bidder will be allowed to take out the items from the premises only after producing evidence for payment of the amount and the items to be taken out from PEC Limited, within 2 days. If the material is not lifted within 2 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 bags and packing materials required for removing the items from the designated place shall be arranged by the bidder at his cost. The Department takes no responsibility in this regard.
- iv. The interested persons may visit the afore mentioned places on all working days during office hours.
- v. Sealed quotations are to be submitted in the office of the undersigned on all working days up to 15.00 Hrs. on 12th February 2021 mentioning therein the price for the material. Quotations must accompany copy of Identity. The quotations shall be opened on 12th February 2021 at 1530 Hrs. at PEC Limited, Flat no 21, Neelam Gulzar Appt., W.E. Highway, Sahar Road, Parsiwada, Andheri(E), Mumbai-99 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 in respect of all the items as per the list (Annexure 6). GST or any other Tax / Leavy shall be applicable and born by purchaser in additional to their quoted price.
- ii. Bidders should deposit bid application fee (non-refundable) of Rs. 100 /- in our ICICI Bank, New Delhi Branch, Connaught Place, New Delhi account in the name of "PEC Limited, New Delhi".
- iii. The successful bidder shall pay the amount within 2 days failing which the Bid shall be cancelled.
- iv. In case H1 is not taking the items within stipulated timeline, the H2 will be offered the items, if it matches the price offered by H1 bidder. The same methodology will be adopted to another bidder, if H2 fails to match the price of H1.
- 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 bidder / 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, may consider relaxation of any of the norms mentioned above.
- xi. PEC Limited, 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 addressed to

General Manager (Camp Mumbai)
PEC Limited,
Flat no.21, Neelam Gulzar Appt.,
W.E. Highway, Sahar Road,
Parsiwada, Andheri (E).
Mumbai-400099
- ii. Sealed Tenders will be opened at PEC Limited, Flat no.21, Neelam Gulzar Appt., W.E. Highway, Sahar Road, Parsiwada, Andheri (E), Mumbai-99 in the presence of such bidders who may like to be present on 12.02.2021 by 1530 Hrs.
- iii. Interested persons may visit the above office for a list of the items as well as physical inspection of such items/material on all working days during office hours.

6. VALIDITY OF BID:

The bidder agrees to and shall hold his bid valid for at least three (3) *months* 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 always keep PEC indemnified 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

General Manager (Camp Mumbai),
PEC Limited,
Flat no. 21, Neelam Gulzar Appt.,
W.E. Highway, Sahar Road,
Parsiwada, Andheri (E)
Mumbai.99

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

General Manager (Camp Mumbai)
 PEC Limited,
 Flat. 21, Neelam Gulzar Appt., W.E.
 Highway, Sahar Road, Parsiwada,
 Andheri (E), Mumbai-400099

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 up to the time of opening of bid at 1530 Hrs. on 12th February 2021 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

General Manager (Camp Mumbai)
 PEC Limited,
 Flat. 21, Neelam Gulzar Appt., W.E.
 Highway, Sahar Road, Parsiwada,
 Andheri (E), Mumbai-400099

Sub : Authorization for attending bid opening at 1530 Hrs on 12th February 2021 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 PEC Limited, Mumbai-99. 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:

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 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. GST or any other Tax / Leavy etc shall be borne by purchaser / bidder additional to their quoted price.

S.N	Furniture (Old) --*A	Total Units	Per Unit Cost	Total Cost
1	Steel Almirah	04		
2	Steel Almirah	01		
3	Steel Almirah (In Flat no.22)	02		
4	Cot / Bed	03		
5	Dining Table Set	01		
6	Computer Desk	01		

S.N	Appliances / Electricals/ Other Items -- *B	Total Unit	Per Unit Cost	Total Cost
1	Air Conditioner (Window)	01		
2	Refrigerator (Whirlpool)	01		
3	LG Colour TV (Small -Cabinet)	01		
4	LPG Cylinder and Gas Stove	01		
5	Ricoh Photo Copier	01		
6	HP Pavilion Desktop	01		
7	Mobile – Nokia Astha 302	01		
8	HP Laser Jet 1213 NF	01		
9	Geyser and Ceiling fan	01		
10	Applicable taxes +any other charges			
	Grand Final.			

*The number of units / items and corresponding units will be sold to highest bidder at the price quoted by him.

*Part quotation within section is not permitted, Bidder has to quote for all items and section i.e. A, B.

* Highest bidder will be determined based on the maximum quote received.

Place:

Signature of Bidder

Date: