



## PEC LIMITED

(A Government of India Enterprise)  
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### TENDER FOR GRADING / MARKING OF RED SANDERS

TENDER NO: PEC/DEL/RS/GRADING/2017-18/01

DATED: 02.01.2018

CLOSING AT 15:00 HRS. IST ON 16.01.2018

PEC Limited, a Government of India Enterprise (PEC), "Hansalaya", 15 Barakhamba Road, New Delhi - 110 001, India, invites bids for Grading / Marking of approx 100.463 MT of Red Sanders to be exported by PEC on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are confiscated by DRI and are stored at various locations across the States/country.

#### **A. QUALIFICATION CRITERIA FOR BIDDERS:**

The Bidder should have sufficient experience in the field of Grading, marking & labeling of Red Sanders and is required to submit documentary evidence in support of past experience.

#### **B. LOCATION OF RED SANDERS :**

The details of locations of Red Sanders stock is given hereunder:

Sl. No.	Place and location of confiscated/seized Red Sanders (Customs Port/ CFS address)	Quantity in MT
1	M/s Gateway Dirstriparks CFS, Vallarpadam, Cochin	7.17
2	Central Excise Division, Pollachi	22.255
3	M/s Gateway Dirstriparks CFS, Vallarpadam, Cochin	12.128
4	Office of the Commissioner of Customs, Custom House Godown, New Custom House, Panambur, MANGALORE-575010	12.14
5	(a) Customs, Custom House Godown, New Custom House, Panambur, MANGALORE-575010 (kept in the NMPT)	5.81
	(b) Custom House Godown, Panambur	4.73
	(c) Godown attached to Western India Cottons	18.7

	Limited Valapatanam, Pappinissery- Kannur,	
6	Office of the Commissioner of Customs, Custom House Godown, New Custom House, Panambur, MANGALORE- 575010	16.99
	<b>Total</b>	<b>100.463</b>

**C. GENERAL TERMS & CONDITIONS:**

- I. Red Sanders stock (in logs) is lying at locations mentioned at section (B) in loose form.
- II. The Bidder is required to submit their quotes on lump sum basis (Exclusive of all taxes) in Indian Rupees for Grading, marking, Labeling and drawing of samples (Cross- sectional Disc of one (1) inch thickness, one (1) from each grade in each Lot) of Red Sanders location- wise as per Table given above.
- III. The bidder shall also be required to segregate the stock grade-wise at their own cost and expense.
- IV. The bidder shall have to comply with all terms and conditions of the tender and submit a signed and stamped copy of the tender document along with the bid as a token of acceptance of all terms & conditions without any deviation.
- V. The bidder shall be disqualified in case of furnishing incorrect/incomplete information and for not complying with the tender terms & conditions; the price bid of disqualified bidders shall not be opened.
- VI. The bidder should not have been black listed by any government agency/ PSU at the time of submission of bids. The bidder shall have to submit an affidavit confirming this along with the bid (As per “Annexure-II”).

**D. OTHER TERMS & CONDITIONS:**

1. The bidder has to conduct inspection of the stocks, undertake assaying, grading, marking and related activities at the allocated warehouse under the supervision of Customs, at bidders own cost and expense. The bidder shall not be allowed to take out any material from the specified locations under any circumstances. The goods will continue to be in the custody of the Agency holding custody of goods.
2. The bidder will be required to complete the assigned job within 30 days from the date of issue of Letter of Award. The bidder will have to submit a detailed report location-wise indicating Grade-wise no. of logs and weightment of each grade. The bidder shall commence operation immediately after placing of Letter of Award by PEC.
3. The bidder has to submit an EMD of Rs.25,000/- (Rs. Twenty Five Thousand Only) along with bid in the shape of Crossed Demand Draft/ Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable at New Delhi in favor of "PEC Limited. ". Any bid not accompanied with EMD will be summarily rejected.
4. EMD of the unsuccessful Bidder(s) will be refunded within (7) working days after the finalization of the tender. However, in the case of successful bidder(s) the EMD will

be treated as Performance Guarantee (PG) and will be refunded/ adjusted only after completion of the entire contract to the satisfaction of PEC. No interest shall be payable either on EMD/PG.

5. PEC may reject any or all the bids at its own discretion without assigning any reasons thereof.
6. The bidder shall be responsible for employing equipments, tools, labour/ workmen at the site in compliance of the prevailing Labour Laws of India at their own cost. PEC shall not be liable for any claims/ liabilities arising due to any mis-happening/ accident of workmen deployed by the Agency for Grading Red Sanders. PEC shall also not be liable for any other liability arising out of non-compliance of Labour Laws.
7. It shall also be the responsibility of the bidder to protect red sanders from any damages during the grading process and the Bidders shall keep PEC indemnified in case of such damage or loss.
8. In case the Bidder fails to perform, render, execute, fulfill carryout, discharge or handle any of their work, services/ obligations, responsibility and liabilities under the contract, PEC shall be entitled to terminate the contract. Any damages/ cost arising out for arrangement of alternate source shall be the sole responsibility of the Bidder. Also in case of violation of terms & conditions of the tender, violation of any statutory regulations, local laws, PEC shall reserve the right to terminate the contract.
9. The Bidder shall have to submit contact details of the authorized officials viz.name & address, telephone/mobile No and email ID for correspondence.
10. Bidder/Agency shall keep PEC fully indemnified against any claims, losses/damages whatsoever that may be incurred in the process of grading of Red Sanders.

**E. SUBMISSION OF REPORT:**

After completion of the Grading of Red Sanders at all specified location(s), the bidder shall submit a detailed report of graded stock, the report has to be grade-wise with number of logs and weighment, at various location(s) within stipulated time schedule.

**F. RATES:**

The Rates payable by PEC to the bidder under the contract shall be firm on lot wise basis.

**G. PAYMENT:**

Complete payment plus applicable taxes shall be released to the bidder on satisfactory completion of work and submission of a detailed report as specified in clause C(2) above on submission of Bills in Duplicate.

**H. TAXES:**

All present and future statutory taxes levied by the Central/State Governments during the currency of the contract shall be applicable for payments to the bidder and a statement/certificate to this effect will be issued to the bidder.

**I. ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

The bidder shall not subcontract, transfer, assign or otherwise part with the Contract.

**J. AMENDMENTS:**

The bidders are advised to check PEC's website [www.peclimited.com](http://www.peclimited.com) regularly for any amendments/ clarifications.

**K. SUBMISSION OF BIDS & VALIDITY:**

The bidders may download the tender document from our website [www.peclimited.com](http://www.peclimited.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in).

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as "Techno- Commercial Bid" and the other as "Price Bid" as per formats given in Annexure IA and IB respectively. Both the envelopes should be separately sealed and super scribed with Tender No. & date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No.& date, Name & address of the Bidder and shall be addressed to Mr. M K Baniwal, Chief General Manager, PEC Ltd, 13<sup>th</sup> Floor, Hansalaya building, 15 Barakhamba Road, New Delhi. Offers over phone, fax or email will not be entertained.

1. The envelope super scribed as "Techno- Commercial Bid" must contain the following:

- a) Duly signed and stamped Techno- Commercial Bid as per Annexure "IA".
- b) Demand Draft/ Pay Order of Rs.25,000/- towards EMD.
- c) Signed and stamped copy of tender Document.
- d) Affidavit as per Annexure "II".
- e) Documentary evidence for previous experience.

2. The "Price bid" sealed envelope must contain Price Bid showing prices quoted strictly as per the Annexure "IB" of tender document. The Price Bid must be duly signed and stamped by the bidder.

**NOTE: -Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of PEC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.**

The bids complete in all respects should be submitted in sealed envelope latest by 15:00 hrs on 16.01.2018 in the tender box kept at 13<sup>th</sup> Floor, PEC Ltd office at above mentioned address. Offers should be submitted in PEC's Head Office (New Delhi) only. The techno commercial bids shall be opened on the same day at 13th Floor, PEC's office in the presence

of the bidders' representatives desirous to be present. The time schedule of opening and closing of tender is as follows:

<b>S.No</b>	<b>Particulars</b>	<b>Date / Time</b>
<b>1.</b>	<b>Pre Bid Conference</b>	At 14:30 Hrs.(IST) on 08.01.2018
<b>2</b>	<b>Tender Closing</b>	At 1500 Hrs.(IST) on 16.01.2018
<b>3</b>	<b>Tender Opening (Techno-Commercial Bids)</b>	At 15:30 Hrs (IST) on 16.01.2018
<b>4</b>	<b>Tender Opening (Price Bids of Technically Qualified Bidders)</b>	At 15:30 Hrs. (IST) on 19.01.2018

**L. INDEMNITY:**

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

**M. FORCE MAJEURE:**

During continuance of the Contract, PEC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond AGENCY's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

If by reason of any cause beyond the control of AGENCY there is any curtailment or suspension of services, then PEC shall be excused from the obligations to that extent and PEC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.

If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

**N. INTEGRITY PACT:**

Bidders are required to disclose the payments that have been or will be made by them to agents/brokers or any other intermediary

**O. JURISDICTION:**

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.

**(M K BAINIWAL)**  
**CHIEF GENERAL MANAGER**

**ANNEXURE I (A)**

**TECHNO-COMMERCIAL BID**

**TENDER NO: PEC/DEL/RS/GRADING/2017-18/01**

DATE:

Name of Bidder: \_\_\_\_\_

Address : \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

PAN No. \_\_\_\_\_

Sales Tax (CST)/VAT No. \_\_\_\_\_ e-mail  
id: \_\_\_\_\_

Name of Authorized Contact Person \_\_\_\_\_

**DETAILS OF EARNEST MONEY DEPOSIT:**

Demand Draft/Pay Order number & Date (To be attached in  
Original) \_\_\_\_\_

Name & branch of the Issuing Bank \_\_\_\_\_

Amount Rs. \_\_\_\_\_

Declaration-

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions.
2. The bidders are advised to sign and stamp each and every page of the tender document as a token of acceptance of the terms & conditions.

Name and Designation of the Bidder: \_\_\_\_\_

Signature & stamp of the Bidder: \_\_\_\_\_

Date:

**ANNEXURE 1-B**

**PRICE BID**

Services	Detail of Warehouses along with approximate quantity available in each warehouse.			Per Lot charges (in Rs.)
	Quantity in MTs(Approx)			
Grading, marking and sample drawing of Red Sanders Wood as per Tender Document.	S.No.	Warehouses	Approx. Quantity in MTs	Indian Rupees (exclusive of GST/other taxes)
	1	M/s Gateway Dirstriparks CFS, Vallarpadam, Cochin	7.17	
	2	Central Excise Division, Pollachi	22.255	
	3	M/s Gateway Dirstriparks CFS, Vallarpadam, Cochin	12.128	
	4	Office of the Commissioner of Customs, Custom House Godown, New Custom House, Panambur, MANGALORE-575010	12.14	
	5	(a) Customs, Custom House Godown, New Custom House, Panambur, MANGALORE-575010 (kept in the NMPT)	5.81	
		(b) Custom House Godown, Panambur	4.73	
		(c) Godown attached to Western India Cottons Limited Valapatanam, Pappinissery-Kannur,	18.7	
	6	Office of the Commissioner of Customs, Custom House Godown, New Custom House, Panambur, MANGALORE-575010	16.99	
		<b>TOTAL</b>	<b>100.463</b>	

**NOTE:-**

- I. Bidder to specify current applicable GST/other taxes, if any. PEC will pay these taxes extra at actuals, as per the rates prevailing on the date of invoice.
- II. In case of any changes in rates of GST / other taxes, the bidder will intimate PEC about the same along with Documentary evidence.
11. The evaluation of bids will be done on Lot wise basis. PEC may reject any or all the Lots at its own discretion without assigning any reasons thereof.

Name and Designation of the Bidder: \_\_\_\_\_

Signature & stamp of the Bidder: \_\_\_\_\_

Date: \_\_\_\_\_



**ANNEXURE-II**

**AFFIDAVIT**

**{on Rs. 100/- stamp paper}**

Affidavit of Shri \_\_\_\_\_ S/o \_\_\_\_\_ aged about \_\_\_\_\_ years, R/o \_\_\_\_\_.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That I am working as \_\_\_\_\_ ( Name & address of the bidder)
2. That bidder is submitting a bid in response to invitation for bid for grading/ marking of red sanders at Mumbai.
3. That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies, which is still in force.
4. That if at any point of time the declarations given above are found to be incorrect, PEC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

**Verification:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT