



PEC Limited

(A Government of India Enterprise)

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

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Procurement of 5 fire resistant filling cabinets (FRFC)

TENDER NO: PEC/DEL/GAD/2019-20/01

DATED: 20.06.2019

CLOSING AT 1500 HRS (IST) ON 03.07.2019

OPENING AT 1500 HRS (IST) ON 09.07.2019

Dt. 20.06.2019

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 who can provide 5 fire resistant filling cabinets (FRFC).

2. DATE SHEET

1.	Notice Inviting Tender Start Date and Time	1500 Hrs. (IST) on 20/06/2019
2.	Document Download Start Date and Time	1500 Hrs. (IST) on 20/06/2019
3.	Bid Submission Start Date and Time	1530 Hrs. (IST) on 20/06/2019
4.	Bid Submission End Date and Time	1500 Hrs. (IST) on 03/07/2019
5.	Tender Opening Date and Time	1500 Hrs. (IST) on 09/07/2019
6.	Tentative Period of Supplying of Items	15 Days
7.	Purchase of Services	PEC Limited ,14th Floor, 15 Hansalaya Building, Barakhamba Road N.Delhi -01
8.	Tender Fee	Rs 500/-(Non-refundable)
9.	Tender Fee - by way of Banker's cheque drawn in favour of	PEC LIMITED.

3. ELIGIBILITY CRITERIA:

The bidder should fulfill the below mentioned criteria:

- i. The bidder should be a company registered under the Companies Act, 1956 / Limited Liability Firm / Partnership Firm/ Proprietorship Firm and involved in similar operation for at least last 3 years, at the time of bid submission and should have a registered office with legal presence in India. The bidder should have registered Office in Delhi/NCR.
- ii. Average annual financial turnover during the last three years, ending 31st March 2018 should be at least Rs.15 Lakhs. Accounts must be certified from Chartered Accountant.
- iii. Experience of having successfully provider for 5 fire resistant filling cabinets (FRFC) (Details of services required are as per serial no 4) proving government Autonomous bodies, PSUs and reputed private companies during the last seven years ending 31st march 2019 for which NIT is invited should be wither of the following:-
 - a) Three Similar completed works each costing not less than Rs. 4.00 lakhs or
 - b) Two Similar completed works each costing not less than Rs. 5.00 lakhs or
 - c) One Similar completed works each costing not less than Rs 7.5.00 lakhs.
- iv. The firm shall submit an undertaking to this effect along with their bid as prescribed in **Annexure 2**.
- v. Bidder should have a valid GST registration and PAN.
- vi. Bidder should not be under a Declaration of Intelligibility for corrupt or fraudulent practices with any of the Government or Public Sector Units and must not be a blacklisted company declared by any Regulatory / Statutory Organization / Public Sector Companies / Banks in India as on the date of opening of bids. The firm shall submit an undertaking to this effect along with their bid as prescribed in **Annexure 3**.
PEC reserves the right to carry out capability assessment of the Bidders and PEC's decision shall be final in this regard.
- vii. The bidder shall upload all necessary documentary evidence as prescribed in **Annexure 2** to establish that the bidder meets the above qualifying requirements. Failure to submit necessary evidence in support of above requirements may lead to rejection of the bid.
- viii. Should produce solvency certificate from Nationalized/ Scheduled Bank of minimum of Rs 5 Lakh. This should not be more than six months old.

4. SCOPE OF WORK

The Scope of Work of this tender is to procure 5 fire resistant filling cabinets (FRFC) as per the detailed specifications given below:

- i. Types of Fire Resistant Filing Cabinet
 - a) At least One Hour Fire Resistance
- ii. Features:
 - a) Massive Resistance to Heat (Withstands temperature exceeding 1000 degree Celsius)
 - b) Prevents passage of flames & hot gases inside the drawer
 - c) Effortless movement of Drawers (Ensures accessibility to even rearmost file)
 - d) Provides convenience in opening & closing of drawers
 - e) Enables users to shut the drawers almost instantaneously
 - f) Permits the drawers to be operated individually
 - g) Facilitates storage of a large number of documents
 - h) Quality & Performance (Tested at leading laboratories)
 - i) Attractive Finish (Long lasting, Scratch resistant stipple finish)

- j) All drawers are independently fire-resistant. Even if one drawer is left open, the others remain fully protected.
- k) Superior magnetic proof processing
- l) User-friendly design with good aesthetic acceptance
- m) Dual humid proof processing
- n) Dust-proof static-proof processing
- o) It shall be the responsibility of the firm to make all the 5 fire resistant filing cabinets (FRFC) satisfactorily throughout the contract/warranty period and to handover the systems in working condition to the PEC Limited. After expiry of the contract/ warranty period, In case any damage is found, the firm is liable to rectify the same upto one six month after the contract/ warranty period is over.

5. Payments Terms:

- i. Full Payment will be done within one month of delivery and acceptance in writing from PEC concerned official of 5 fire resistant filing cabinets (FRFC).
- ii. No advance payment will be made under any circumstances. TDS shall be deducted from the eligible payments as per the applicable rates under Income Tax Act. No over writing/corrections any way are permissible.

6. GENERAL TERMS & CONDITIONS:

- i. The service provider will be required to provide his services as per the scope of work mentioned in this agreement. Manufacturers/Dealers of FRFC / FRRC are eligible to submit tenders.
- ii. Tender Fee - Rs.500/- by way of Banker's cheque drawn in favour of PEC LIMITED.
- iii. The manufacturer / Dealers of the FRFC / FRRC should have submitted the copy of current BIS license to manufacture and supply the model of the fire resisting filing cabinets / resistant record cabinets offered.
- iv. The Bidder/Firm shall maintain the equipment as per manufacturer's guidelines and shall use standard and genuine components for replacement.
- v. Initially contract/warranty period will be for 5 year from 01.08.2019 to 31.07.2024 or after delivery of FRFC .
- vi. In the event of any dispute, controversy, differences of opinion and claims arising out of or in connection with this agreement or in any way relating hereto or any condition or provision herein mentioned or the construction of interpretation thereof or otherwise in relation hereto, the parties shall first Endeavour to settle, the same shall be settled in accordance with the rules and regulation of the Indian council of arbitration, New Delhi. The Place of Arbitration of New Delhi
- vii. This agreement shall be governed by and constructed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of India at New Delhi.
- viii. The service provider will ensure the compliance of all applicable Labor Laws in his firm.
- ix. The service provider shall render maintenance service at the best and with no delay is acceptable in providing service to PEC Limited. The time period for providing after sales services may be decided mutually by PEC and successful bidder.
- x. The firm does not assume any liability for damage or loss caused by delays in the rendering/providing of maintenance service here under, for any reason beyond our control or failure on part of customer to maintain environmental conditions, or problem arising from acts of third person causes external to the machines such as electrical power fluctuation and failure, attachment of any other equipment or alternation of the equipment not approved by us.

- xi. The firm shall not be liable for personal injury or property damage, except personal injury or property damage caused by our representative's negligence. The Firm shall in no event have obligation or liabilities for other than ordinary damages. PEC agrees that the Firm Shall not be liable for any damage caused by customer's failure to fulfill any customer's responsibility as set the requisite documents.
- xii. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (excepts for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), If the non-performance results from such Force Majeure circumstances as flood, Fire, Earth Quake and other acts of God as well as war, Military operations, blockade, Acts or actions of State Authorities or any other circumstances beyond the parties control that have arisen after the Conclusion of the present contract.
- xiii. The party for which it becomes impossible to meet obligations under this contract due to force Majeure conditions, is to notify in written from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10(Ten) days from moment of their beginning.
- xiv. The spares supplied by the service provider will as per the quotation and as approved by PEC Limited. No items will be supplied by the firm unless and until the rates for the same have been agreed by PEC Limited.

7. SUBMISSION OF BIDS: (TWO BID SYSTEM)

- i. The bidders may download the tender document from PEC's website <http://www.peclimited.com> and <https://eprocure.gov.in/eprocure/app>

Separate sealed envelopes containing Technical Proposal (Technical Bid) and Commercial Proposal (Commercial Bid) should be submitted. Both envelopes should be enclosed in a single sealed envelope. These envelopes should be clearly super scribed as "Technical Bid – Procurement of 5 fire resistant filling cabinets (FRFC)" and "Commercial Bid – Procurement of 5 fire resistant filling cabinets (FRFC)" respectively and should be addressed to and submitted at :

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

- ii. Any Bid received by the PEC Limited after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.
- iii. All envelopes must be superscribed with the following information:

Name of Bidder
Phone/fax numbers
E-mail address

Type of Offer (Technical or Commercial)

On the Outer cover the following details are also to be mentioned in addition to the above.

iv. ENVELOPE-I (Technical Offer): (1 Copy Annexure 2)

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, except prices. The Technical Offer must not contain any price information. PEC limited, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of PEC limited in this regard shall be final, conclusive and binding upon the bidder.

The envelope super scribed as "Technical Bid" must contain the following:

- a) Signed and stamped copy of tender Documents.
- b) Copies of Registration Certificate with ROC, PAN No., GST registration Certificate, as applicable.
- c) Authorization letter from Company for person authorized to sign above documents.
- d) The "Price bid" sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE 4 of tender document) duly signed and stamped by the bidder.
- e) Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of PEC Limited. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.
- f) The bids complete in all respects should be submitted in sealed envelope within the time schedule mentioned at Sr. No. 2 above in the tender box kept at the PEC Head office at above mentioned address. All pages of Bid Documents should be signed by Authorised representative of the Bidders. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in PEC's New Delhi Office only.

v. ENVELOPE-II (Commercial Offer): (1 Copy Annexure 4)

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

If the outer cover/envelop is not sealed & super scribed as required, the PEC Limited will assume no responsibility for bid's misplacement or premature opening. The "Price bid" sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE 4 of tender document) duly signed and stamped by the bidder. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.

If any inner cover/envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily. The price quoted by the bidder shall be checked for arithmetic correction, if any, based on rate filled by the bidder in the schedule of rates.

If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

8. AWARD OF BID & SIGNING OF CONTRACT:

The bidder, whose bid is accepted by PEC, shall be issued letter of award (LOA) prior to expiry of bid validity.

9. 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.

10. 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.

11. 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.

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 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 non performance 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.

13. 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.

14. 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**ON THE LETTER HEAD OF THE BIDDER****PERFORMA OF DETAILS**

Date:

To,

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

Dear Sir,

Subject: Procurement of 5 fire resistant filling cabinets (FRFC).

The undersigned, having read and examined in detail the tender document in respect of Procurement of 5 fire resistant filling cabinets (FRFC), do hereby express our interest to provide such services.

Our Correspondence details are:

1	Name of Company/Firm	
2	Address of the Company/Firm	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation and address of the person to whom all references shall be made regarding this tender	
5	Telephone & Mobile No.	
6	E-Mail id of contract person	
7	Fax No.	

Yours faithfully,
 (Signature of the Authorized Person)

Date:

Name:

Place:

Designation:

Business Address:

Seal:

ANNEXURE 2

TECHNICAL BID

1	Name of the Company/Firm			
2	Address			
3	Year of Registration/Incorporation (with a copy of Regn/Incorporation Certificate.			
4	PAN/TAN/TIN No.			
5	GST No.			
6	Experience in Providing of fire resistant filling cabinets (FRFC) . Departments/Organization/CPSUs (Purchase order to be enclosed)			
7	Number of Employees (Qualified and experienced engineers) as on 31 March, 2019			
8	Whether authorized dealer of brands like Godrej secure, Safeguard Systems etc.			
9	Annual Turnover from providing fire resistant filling cabinets (FRFC) . Accounts must be certified from Chartered Accountant(To be enclosed)	2015-16	2016-17	2017-18
<u>List of Documents enclosed as proof of eligibility:-</u>				
1				
2				
3				
4				
5				
6				

Yours faithfully,
(Signature of the Authorized Person)

Date:

Name:

Place:

Designation:

Business Address:

Seal:

ANNEXURE 3**DECLARATION**

I / We hereby declare that we have quoted rates in financial response after careful study of terms and conditions of the documents. We shall also accept the decision of COO / Project Manager, PEC Limited in this regard.

I / We hereby also declare that our firm/company is registered with Government for the above work and we are not black listed. We are in the business of above work, for which we have enclosed appropriate work experience certificate. We have all technical infrastructure and technical staff etc. for smooth and effective execution of above work.

I/ We have not been black listed by any Government (Central and state) Board/University/Public undertakings/Banks/ R.B.I. etc. I / We certified that the document published by PEC Limited, no alterations and additions have been made in it to the best of my/our knowledge.

SIGNATURE OF RESPONDENT
With Seal

ANNEXURE 4**PRICE BID**

S.N	Description	Quantity	Total cost in Rs (Please Specify all taxes, if any)
	Equipment Details		
a)	Procurement of fire resistant filling cabinets (FRFC – 4 drawers) with at least One Hour Fire Resistance Specifications: Conforming to IS 14561:2007 (Minimum) Height- 1600 mm Width- 550 mm Depth- 800 mm	Five	
b)	One time cost for Shifting of 5 Filling cabinets at PEC Limited , 14 th Floor , 15 Hansalaya, Barakhamba Road New Delhi - 110001 or at any other one of our office at Delhi.	Five	
C)	Any other charge for five fire resistant filling cabinets (FRFC)	Five	
	Total cost of Procurement of 5 fire resistant filling cabinets (FRFC)(a+b+c)		

Also Shifting charges is required in case the same is taken during contract/warranty period (It will not be part of price bid, but the said services may be taken as and when required during contract/warranty period). Any correction/altercation/modification in price bid may lead to cancellation of bid for respective bidder .

Sr.N	Item	Cost(Including all applicable taxes)
1	On time cost for Shifting of one fire resistant filling cabinets within Delhi NCR at ground floor.	
2	Per floor charge of Shifting of one fire resistant filling cabinets within Delhi NCR region.	

- The rates offered (after discount) in quotation prices should be genuine & reasonable as per market scenario. PEC can take a general comparison of prices at any point time.
- The price quoted shall be inclusive of all taxes / local taxes / transporting / Unloading and installation charges. The rates quoted shall be valid for 12 months from the date of issuing of supply order, and no upward revision shall be allowed during this period. The vendor selected after following the tender procedure shall be bound to provide these equipments at the same rate whenever the requirement arises at Delhi/NCR office during this period. The terms of supply must contain details like delivery period, warranty, payment etc.

Yours faithfully,
(Signature of the Authorized Person)

Date:

Name:

Place:

Designation:

Business Address:

Seal:

EVALUTION CRITERIA & PRICE BID ISSUES

The board guidelines for evaluation of Bids will be as follows:-

- a. The technical/commercial Bids forwarded by the Bidders will be evaluated as per the minimum eligibility criteria mentioned in the document. If any bidder is found technically ineligible, price bid to that bidder will not be considered.
- b. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price Format given in the Price bid form.
- c. The bid must clearly state the quoted amount whether inclusive of taxes or not. IN addition HSN code & GST rate as applicable must also be mentioned .
- d. All applicable taxes will be calculated.
- e. Lowest acceptable bid be considered.