



PEC LIMITED

(A Government of India Enterprise)

HANSALAYA 15, BARAKHAMBA ROAD,
NEW DELHI-110 001, INDIA

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GLOBAL TENDER FOR EXPORT OF “RED SANDERS” AT KANDLA, MUNDRA, CHENNAI AND MUMBAI LOCATIONS

Date: 25.05.2017

TENDER NO. PEC/DEL/RS/EXP/2017-18/05

S.No	Particulars	Date / Time
1.	Pre Bid Conference	At 14:00 Hrs.(IST) on 08.06.2017
2	Tender Closing	At 15:00 Hrs.(IST) on 21.06.2017
3	Tender Opening (Techno-Commercial Bids)	At 15:30 Hrs (IST) on 21.06.2017
4	Tender Opening (Price Bids of Technically Qualified Bidders)	At 15:30 Hrs. (IST) on 26.06.2017

The PEC Ltd, a Govt. Of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from interested overseas buyers for export of 129.60792MT of Red Sanders of Indian origin lying at various Customs bonded warehouses at Kandla, Mundra, Chennai and Mumbai.

The stocks of Red Sanders are in the possession of Directorate of Revenue Intelligence (DRI), Govt. of India and are stored at Customs Bonded warehouses as mentioned in Annexure I.

A. QUALIFICATION CRITERIA FOR BIDDERS:

PEC here by invites bids for export of Red Sanders from interested overseas Bidders or through their authorized representatives in India who fulfill the following eligibility criteria:

I. Technical:

- i. The bidder should have 3 years experience in import & export.
- ii. Bidder should have valid membership certificate preferably from a local chamber of commerce or the local chamber must introduce the Bidder.
- iii. The Bidder should not be an entity blacklisted by any Indian govt. agency and they should not export back the red sanders into India and there is no deviation in the tender terms. (A declaration as per Annexure II).

II. Financial:

- i. The bidder should have minimum turnover of US\$ 3 million during the last financial year and cumulative turnover in excess of US\$ 5 million during the last 3 financial years.
- ii. The bidder should have registration with any Tax / Trade Licensing Authority in their country.
- iii. The Bidder should be financially sound (Letter from Banker certifying credit worthiness, Solvency Certificate or Credit Limit Certificate from their Banker, for value not less than US\$ 1 million).

In case Financial Statements of bidders are in currency other than US\$, same will be converted in US\$ as per Annexure-VI

Note: Bidders to submit documents in support of I & II above.

Technically successful Bidders in earlier tenders of Red Sanders floated by PEC and Bidders submitting copy of Letter of Award from PEC/MMTC/STC are exempted to submit documents at I (i) & (ii) and II (i) (ii) & (iii) above.

B. LOCATIONS & QUANTITY:

Location and Lot-Wise stock position of red sanders is as under. (Also See **Annexure-1 for Grading Details**)

Sr.No	Lot No.	Location	Case/Container no	TOTAL	
				NO OF LOGS	WEIGHT IN MT
1	MUM-8	HIND Terminals CFS, NhavaSheva, Mumbai	Container NoCCLU 3919301	512	13.3668
2	MUM-10	NAVKAR CFS, Panvel, Mumbai	Container No.GATU 8523223	934	20.81741
		TOTAL(MUMBAI)		1446	34.18421
1	KDL-1	Customs Godown, Kandla	DRI/GRU/INV-12/2010-11	2875	63.14286
2	KDL-3	Customs Godown, Kandla	DRI/GRU/INV-14/2012-13	242	6.39705
3	KDL-4	Customs Godown, Kandla	DRI/GRU/Misc/ 2010	163	3.88098
4	MUN-2	MICT CFS Mundra	Container No. GATU 8007720	390	10.05834
		TOTAL(KANDLA/MUNDRA)		3670	83.47923
1	CHE-4	M/s SATTVA Hi-tech Conware Pvt. Ltd., Chennai	Container No. PCIU 2146843	441	11.94448
		TOTAL(CHENNAI)		441	11.94448
		GRAND TOTAL		5557	129.60792

- i) Shipment period: 30th November 2017 (On Best Effort Basis). The shipment period can be extended by PEC for the further period of 180 days and solely at the discretion of PEC with all other terms and conditions of the tender remaining in full force and effect.
- ii) Price: To be quoted on complete lot basis in US \$, FOB, Kandla/Mundra/Chennai/Mumbai port for each lot. Goods will be invoiced on the basis of the weight mentioned in the tender, which is as per the grading report.

A complete grading list showing length, width, girth, weight, grade etc. is available for inspection for bidders, with Mr. Akhilesh Bajpai, Deputy Marketing Manager, PEC, 14th Floor, Hansalaya, 15- Barakhamba Road, New Delhi-110001, India.

C. COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from PEC's website: www.peclimited.com or www.eprocure.gov.in before tender closing time. Participating bidders will be required to make a non-refundable payment of Rs.10,000/- (Rs. Ten Thousand only) inclusive of all taxes or USD 150/- (US Dollars One Hundred Fifty Only) by Demand Draft or Pay Order in favour of "PEC Limited." payable at New Delhi in PEC's account as mentioned below.

Name of the Bank	State Bank of India, CAG Branch, Jawahar Vyapar Bhavan, 1- Tolstoy Marg, New Delhi.
Beneficiary	PEC Limited
SWIFT NO	SBININBB172
A/C	10813608603
RTGS CODE	SBIN0009996.

A documentary evidence for having remitted cost of tender document may be submitted alongwith techno-commercial bid.

D. PRE BID INSPECTION BY BIDDERS :

The interested Bidders may inspect the goods as per the schedule given below after obtaining prior permission from Mr. Manish Kumar Baniwal, General Manager, PEC Ltd, 13th Floor, Hansalaya, 15- Barakhamba Road, New Delhi- 110001, India, Email: redsanders@peclimited.com sending a request in writing **before 3 working days from the expected date of the inspection by the interested bidders** for satisfying themselves about the quality and quantity of each lot.

Sr No.	Location	Date	Co-ordinating officer.
1	Kandla/ Mundra	30 th May 2017	Mr. Y. Rajasekhar, Marketing Manager: +91 9824283648
2	Mumbai	To	Mr. SC Saha, Sr Manager: +91 9920708379
3	Chennai	6 th June 2017	Mr. Gowri Shankar, Marketing Manager: +91 9840069593

However, the inspection shall be at the expenses of the interested bidders with the co-ordination of the officials of PEC Limited. The L/C will not allow any third party certification for quality/ quantity as the goods are being sold on 'As is Where Is Basis' and the quality declared as per the tender (Derived upon the grading report submitted to PEC) will be final.

E. PRE BID CONFERENCE:

A pre bid conference will be held on 08.06.2017 at 14:30 Hrs. (IST) in PEC's Corporate Office at New Delhi where in the interested Bidders can seek clarification (s) on issues related to the tender. The interested bidders may attend the Pre Bid Conference after submitting the request letter along with receipt / proof of tender fee deposited by them.

F. TERMS & CONDITIONS:

- i. PEC reserves the right to ask bidders for furnishing additional documents /details other than those specified in the tender, if deemed, necessary.
- ii. No joint venture / consortium bids will be acceptable and such bids shall be summarily rejected.
- iii. The Bidders shall undertake to abide by the statutory regulations / conventions /policies of Indian Government issued during the currency of the contract.
- iv. Irrespective of bidders opting out of tender with PEC at any stage, Tax collected at source and NBA charges being statutory levies, will not be refunded to bidders / buyers once paid to respective Authorities or become payable as per respective governing laws.
- v. PEC reserves the right to accept / reject any or all of the bids against the tender without assigning any reason thereof.
- vi. Authorized representative / agents of foreign buyers are allowed to submit only one bid on behalf of the bidder for a lot. Submission of multiple bids against any lot by the same agent shall be summarily rejected.
- vii. Incomplete and unsigned bids shall not be considered and shall be summarily rejected.
- viii. The Exchange Rate loss at any stage starting from bidding to final settlement with Bidders / Buyers shall be to the bidder's /buyer's Account.
- ix. If any information furnished by the bidder is found to be incorrect / false, PEC reserves the right to disqualify the bidder and terminate the contract at any stage of its execution.
- x. Bids must be submitted in English language only. In case any of the bid documents are not in English language, Bidders will also be required to submit certified translated copies along with the original bid at their own cost.

G. EARNEST MONEY DEPOSIT (EMD):

The bidder has to deposit EMD in the form of TT Remittance or Bank Guarantee as per (Annexure III) in “US Dollars” in favour of “The PEC Limited, New Delhi, India” encashable at the counter of any bank in New Delhi, for US\$5,000 for each lot up to 10MTs and US\$10,000 for each lot greater than 10MTs, with validity period of at least 180 days from the date of submission of bids.

EMD of the unsuccessful Bidders will be returned after 15 working days from the date of Letter of Award to successful bidders.

In case a Bidder is quoting for multiple lots, they will be required to deposit separate EMD for each lot for the total number of lots being quoted.

Bidder shall submit (separate BGs for the quantity at Kandla, Mundra, Chennai and Mumbai) copy of the BG (EMD) with their techno-commercial bid and instruct their banker to forward the original BG directly to PEC New Delhi, so as to reach before the date/time of submission of bid.

PEC may invoke the BG (EMD) in the event of:

- i) Successful bidder's failure to remit 20% advance payment
- ii) If signed contract(s) are not returned to PEC by the Buyer within three working days after receipt of

unsigned contract alongwith Letter of Award (LOA).

iii) Non-submission of PBG by the Buyer within seven working days from the receipt of Letter of Award from PEC.

iv) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract or an undertaking that TT Remittance will be made within 7 working days after receipt of intimation from PEC stating that export license has been obtained from DGFT.

v) Any other default in the performance of contract.

H. PERFORMANCE BANK GUARANTEE (PBG):

The successful bidder will be required to submit PBG for 5% of the bid amount encashable at the counter of any Bank in New Delhi valid for at least 180 days from the date of issue valid or remit 5% cash payment towards the same through SWIFT/TT mode, within Seven (7) working days from the date of issue of Letter of Award (LOA) as per the format Annexure-IV.

In case the successful bidder does not remit 5% value as PBG or submit the equivalent PBG within the stipulated time, then the EMD submitted shall stand forfeited by PEC.

PEC may invoke the BG (Performance Bank Guarantee) in the event of:

i) Buyer's failure to remit 20% advance payment;

ii) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract or an undertaking that TT Remittance will be made within 7 working days after receipt of intimation from PEC stating that Export License has been obtained from DGFT.

iii) Non lifting of cargo within stipulated time;

iv) Any other default in the performance of contract.

I. ADVANCE PAYMENT & NBA CHARGES:

Bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in PEC's Account within Seven(7) working days of submitting the signed LOA which will also be treated as total Performance Guarantee (in addition to 5% PBG). As per the prevalent rules/guidelines the 5% of the FOB value will have to be paid to National Bio diversity Authority out of aforesaid 20% advance payment collected from successful Bidders to avoid cash outflow situations.

Failure by successful bidder to remit balance 80% payment along with applicable taxes within period stipulated in tender will be liable to forfeiture of total Performance Guarantee.

Note: Applications for Buyer registration, signing of Agreement with NBA and submission of voucher specimen (wood sample) discs of one inch thickness will be submitted by the Buyers to IWST, Bangalore at their own expense.

J. TERMS OF PAYMENT:

The successful Bidders shall have to make payment through Confirmed irrevocable, Letter of Credit (L/C) payable at Sight, covering 80% (with +/- 5% tolerance) value of awarded quantity of the goods on FOB Kandla/Mundara/Mumbai Port basis, to be established within Ten (10) working days of signing the Contract, through any first class International bank in favour of “The PEC Ltd, New Delhi, India”, to be advised through Syndicate bank, B-39, middle Circle, 1st Floor, Connaught Place, International business branch, New Delhi-110001, India, negotiable at the counters of any bank in India.

Successful Bidders who wish to make Cash payment towards 80% value of contract in lieu of payment by L/C can deposit the funds equivalent to value of contract in PEC’s Account with State Bank of India, CAG Branch, and details of which is given in Clause C. The successful bidder shall give an undertaking that TT Remittance will be made within 7 working days after receipt of intimation from PEC stating that Export License has been obtained from DGFT.

K. SUBMISSION OF BIDS & VALIDITY:

The Bidders are required to submit complete bids in **TWO BID SYSTEM** i.e. in **two separate sealed envelopes, one super scribed as “Techno Commercial Bid” and the other as “Price Bid”** along with Tender No., date, Name & Address of the Bidder as per formats given in Annexure V (A) and V (B) respectively.

Both envelopes should thereafter be kept in a **single third envelope**, sealed and super scribed with Tender No., date, Name & address of the Bidder and submitted in the Tender Box kept at Reception in PEC’s Corporate Office at 13th Floor, Hansalaya, 15-Barakhamba Road, New Delhi-110001, India latest by 1100 Hrs.(IST) on 23.02.2017. Bids sent by post should be addressed to Mr. Manish Kumar Baniwal, Chief General Manager, PEC Ltd, 13th Floor, Hansalaya, 15-Barakhamba Road, New Delhi-110001, India. Offers over phone, fax or email will not be entertained. For any information / clarification, Bidders may contact 011-23312862 (Mr. Manish kumar Baniwal, Chief General Manager) during office hours i.e. from 10:00HRS IST to 17:00HRS IST.

1. The envelope super scribed as “Techno Commercial Bid must contain following documents related to qualification and must not contain Price Bid:
 - a) Documents in support of last 3 years import/export experience Or Certificate of Auditors/Chartered Accountants certifying turnover of import/exports of last 3 Financial Years as per Annexure-VII.
 - b) Bidder’s valid membership certificate or Letter of introduction from local Chamber of Commerce.
 - c) Declaration as per Annexure–II.
 - d) Certificate of Auditors/Chartered Accountants/Cost Accountants certifying turnover of last 3 Financial Years as per Annexure-VII.
 - e) Valid Registration Certificate issued by Tax / Trade license issuing authority in the bidders country.
 - f) Letter form Banker certifying credit worthiness or Solvency certificate or credit limit certificate from Bidder’s Banker for value not less than US\$1 million to be furnished.
 - g) Duly signed & stamped Techno Commercial Bid as per Annexure V (A).
 - h) Proof towards payment/receipt of Tender Cost.
 - i) TT Remittance copy or BG towards EMD of US\$5000 or US\$10,000 as the case may be for each lot of

bid quantity (Annexure III) excluding Banking charges.

- j) Signed and stamped copy of complete tender document as a token of Acceptance.
- k) Authority letter from Overseas Principals in favour of Authorized Representative.

2. The “Price bid” sealed envelope must contain duly signed and stamped Price Bid showing prices strictly as per the Annexure V (B) of tender document.

Conditional offer 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 techno commercial bids shall be opened as per given below schedule in PEC office, New Delhi in the presence of the bidders’ or their representatives desirous to be present.

S.No	Particulars	Date / Time
1	Tender Closing	At 15:00 Hrs.(IST) on 21.06.2017
2	Tender Opening (Techno-Commercial Bids)	At 15:30 Hrs (IST) on 21.06.2017

The Price bids of only Techno Commercially qualified bidders shall be opened at PEC Office at New Delhi at 15:30 hrs (IST) on 26.06.2017 in the presence of Bidders or their Authorized Representative.

L. EVALUATION OF PRICE BIDS:

- 1. Price bids of only techno commercially acceptable bidders meeting the pre-Qualification criteria shall be opened. The price Bids shall be checked for arithmetic correctness, if any, based on rate quoted by the Bidder in the Schedule of Rates.
- 2. If some discrepancies are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.

M. AWARD OF BID:

H1 bidder will be calculated for each lot. Each lot will be awarded to its corresponding H1 Bidder. In case, the H1 bidder fails to submit PBG then the offer shall be given to H2 bidder to match and confirm H1’s price and if H2 bidder also fails to submit PBG or rejects the offer, then the offer shall be given to H3 bidder at H1 bidder’s price. This option however shall be restricted only up to H3 bidder.

The Bidder, whose bid is accepted by PEC, shall be issued Letter of award (LOA) and the Bidder shall have to confirm acceptance within Seven (7) working days by returning a signed copy of the LOA along with PBG.

N. VALIDITY OF BIDS:

The bid should be valid for at least Six (6) months from the date of submission of bids. However the bidder agrees to extend the bid for a further period of (3) months on the existing terms and condition in case the same is desired by PEC. The validity of the bids may be extended for a further period on mutual consent.

O. INSURANCE:

The goods will be sold on FOB basis at Kandla, Mundra, Chennai and Mumbai port, hence, insurance from Load port to Final Destination will be to the account of the bidder.

P. INDEMNITY:

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.

In case of cancellation of shipments/Agreements due to any reason whatsoever beyond control of PEC or due to policy change by Government for export of Red Sanders, PEC will not bear the exchange loss or any other financial loss whatsoever, at any stage, shall exclusively be to the account of Bidders/buyers.

Q. 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.

R. JURISDICTION:

The applicants here to 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.

S. FORCE MAJEURE:

- i. Seller shall not be liable 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 thereof, if such delay or failure is caused by or arises out of any circumstances what so ever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, 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.
- ii. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by

- way of purchase or otherwise additional quantities from other suppliers.
- iii. 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.
 - iv. The party which is unable to fulfil its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
 - v. 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.

T. GENERAL TERM:

It is expressly understood and agreed by and between PEC and Bidder that PEC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that PEC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law Agency expressly agree, acknowledge and understand that PEC is not an agent, Representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counterclaims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things what so ever arising out of or under this agreement during the validity of the Agreement.

U. ARBITRATION:

Any dispute or difference what so ever 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 there of shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, 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.

LIST OF ANNEXURES

1. ANNEXURE- I :Grading details of Red Sanders Lot wise
2. ANNEXURE-II :Declaration Format
3. ANNEXURE-III : Bank Guarantee Proforma for EMD.
4. ANNEXURE-IV : Performance Bank Guarantee Format For 5% value of Award.
5. ANNEXURE-V(A) :Techno Commercial Bid format
6. ANNEXURE-V(B) :Price Bid format
7. ANNEXURE-VI :Conversion rates of Select Currencies to USD for the purpose of calculating Turnover of last 3 Financial Years and Turn over of Export and Import of last three financial years to be used for filling Annexure-V(A) and Annexure-VII
8. ANNEXURE-VII :Certificate to be issued by Auditors/Chartered Accountants/Cost Accountants
9. ANNEXURE-VIII : Check List of Documents to be annexed towards submission of bids.
10. ANNEXURE-IX : Contract to be executed between Seller and Buyer

LOT-WISE & GRADE-WISE DETAILS OF RED SANDERS

Note: A complete grading list showing length, width, girth, weight, grade etc... in respect of stock, is available for inspection for bidders, with Mr. Akhilesh Bajpai, PEC, 14th Floor, Hansalaya, 15- Barakhamba Road, New Delhi-110001, India.

Sr.No	Lot No.	Location	Case/Container no	A GRADE		B GRADE		C GRADE		TOTAL	
				NO OF LOGS	WEIGHT IN MTs	NO OF LOGS	WEIGHT IN MTs	NO OF LOGS	WEIGHT IN MTs	NO OF LOGS	WEIGHT IN MTs
1	MUM-8	HIND Terminals CFS, NhavaSheva, Mumbai	Container NoCCLU 3919301	0	0	0	0	512	13.3668	512	13.3668
2	MUM-10	NAVKAR CFS, Panvel, Mumbai	Container No.GATU 8523223	2	0.0605	17	0.45804	915	20.29887	934	20.81741
		TOTAL(MUMBAI)		2	0.0605	17	0.45804	1427	33.66567	1446	34.18421
1	KDL-1	Customs Godown, Kandla	DRI/GRU/INV-12/2010-11	4	0.24092	92	3.17235	2779	59.72959	2875	63.14286
2	KDL-3	Customs Godown, Kandla	DRI/GRU/INV-14/2012-13	0	0	6	0.1673	236	6.22975	242	6.39705
3	KDL-4	Customs Godown, Kandla	DRI/GRU/Misc/ 2010	0	0	13	0.33536	150	3.54562	163	3.88098
4	MUN-2	MICT CFS Mundra	Container No. GATU 8007720	0	0	2	0.0472	388	10.01114	390	10.05834
		TOTAL(KANDLA/MUNDRA)		4	0.24092	113	3.72221	3553	79.5161	3670	83.47923
1	CHE-4	M/s SATTVA Hi-tech Conware Pvt. Ltd., Chennai	Container No. PCIU 2146843	1	0.05314	23	0.70602	417	11.18532	441	11.94448
		TOTAL(CHENNAI)		1	0.05314	23	0.70602	417	11.18532	441	11.94448
		GRAND TOTAL		7	0.35456	153	4.88627	5397	124.36709	5557	129.60792

Note: Container is not part of the goods being offered.

ANNEXURE-II

DECLARATION

(To be attested by Local Chamber of Commerce or Indian Embassy or Notary public on Company's letter head)

Declaration of _____ S/o Mr. _____ aged _____ years R/o _____

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

- 1) That I _____ am working as _____ with M/s. _____ (name, designation & address of the bidder).
- 2) That bidder is submitting a bid for Lot(s) No. _____ totalling a quantity of _____ MTs in response to invitation for export of 129.60792 MTs of Red Sanders of Indian origin lying at various warehouses at Kandla, Mundra, Chennai and Mumbai, India.
- 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 in India or in country of registration of the co. which is still in force.
- 4) I _____ hereby solemnly declare that I or our Company will not re-export Red Sanders imported/purchased through PEC's tender, into India.
- 5) That there is no deviation in the terms and conditions of the tender in our Bid document.
- 6) 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 (Place) _____ on ___/___/2017 that the contents of the above declaration 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

PLACE:

DATE:

BANK GURANTEE PROFORMA

(To be executed by any First Class International Bank in India and en-cashable at the counter of any Indian Bank)

(BG against Tender Number. PEC/DEL/RS/EXP/2017-18/05 for US\$ 5000 for lots below 10MTs and US\$10,000 for Lots exceeding 10MTs)

M/s PEC Ltd., 13th Floor, Hansalaya, 15 Barakhamba Road, NEWDELHI-110001.

Dear Sirs,

WHERE AS M/s (Bidder) has offered to purchase Lot No. _____ comprising _____ MTs of Red Sanders from The PEC Limited, here in after referred to as "PEC" and the Bidder is required to submit a Earnest Money Deposit value of which is US\$ _____ (US Dollars _____ only) as a Guarantee for fulfilment of all the terms and conditions of offer, we (Bank with full address) here by unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by PEC the amount of US\$ _____ (US\$ _____ only), in case the Bidder wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by PEC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from PEC the payment shall be made immediately. This Guarantee shall be irrevocable and shall remain valid till 180 days from date of issuance and payable across the counters on the close of working hours at New Delhi.

Not with standing anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____ (US Dollars _____ only) and it will remain in force up to 180 days from the date of issue in India till midnight unless acclaim under the Guarantee is filed against us on or before midnight in India till _____ , 2017, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under.

We, Bank further agree that the Guarantee here under contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the Constitution of said Bidder / PEC.

FOR BANK

DATED:

PLACE:

Note : EMD to be furnished in US\$ only.

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any first class International Bank and issued by their correspondent Bank in India)

PEC Ltd.,
13th Floor, Hansalaya 15,
Barakhamba Road,
New Delhi-110001,
India.

Whereas PEC Ltd,13th Floor, Hansalaya, 15-Barakhamba Road, New Delhi-110001, India (hereinafter called 'PEC') which term shall include the successors and assigns has floated tender for Export of Red Sanders on lot wise basis Kandla, Mundra , Chennai and Mumbai Ports.

AND WHEREAS M/s. _____ (herein after called the Applicant) intend to import / purchase a quantity of _____ MTs against Lot No(s). _____ Red Sanders from PEC against the Letter of Award No dt on FOB Kandla, Mundra , Chennai and Mumbai port basis and for due performance of the obligations of the Importer /Purchaser, we _____ (Bank) submit irrevocable and non transferable Performance Guarantee by way of Bank Guarantee in favour of PEC.

AND WHEREAS, we _____ Bank (herein after called the 'Bank') which term shall include its successors and assigns, have agreed to furnished Bank Guarantee on behalf of the Applicant in favour of PEC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON _____ WITNESSETH AS UNDER:

1. Against Contract No./LOA _____ Dated __/__/2017 entered into between the PEC (herein after called the Seller) and M/s _____ (herein after called the Buyer) this is to confirm that as per terms of PEC's Bid document, we, _____ (Bank) hereby unconditionally and irrevocably guarantee to pay to PEC immediately on its first demand, 5% (Five percent) of the Contract value i.e. US\$ (US Dollarsonly) without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from PEC of India Ltd., for any failure/default in performing any term and condition of Contract No. _____ dated _____. Any such demand made on the Bank by PEC shall be final and conclusive and binding on us as regards the amount due and payable by the Bank under this Guarantee across the counters on the close of working hours at New Delhi. However, our liability under this Guarantee shall be restricted to an amount not exceeding US\$.....
2. We also undertake to pay to PEC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceeding spending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under Guarantee this shall

be valid discharge of our liability for payment there in and the applicant shall have no claim against us for making such payment.

3. We further agree that PEC shall have the fullest liberty, without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said tender or extend and encashment of Guarantee any of the powers exercisable by PEC against the said applicant and to fore bear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said buyer/ Clearing Agent or for any forbearance Act or Omission on the part of PEC, or any indulgence by PEC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.
4. This Guarantee is valid for a period of 180 days from the date of issue and claim against this Guarantee can be demanded up to 15 days from the date of expiry of Guarantee period and we undertake to pay the amount to PEC by demand draft across the counter.
5. We shall forthwith irrevocably bind ourselves and undertake to pay to PEC the amount claimed by it up to the amount guarantees.
6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of PEC in writing.
7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.
8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of US\$..... (US Dollars..... Only)..... And shall stand completely discharged and the right of PEC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power of attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this Day of....., 2017 at New Delhi.

Sign. Of Authorized Official of Bank

Place:

Witness:

Name:

Sign:

Date:

Place:

TECHNO-COMMERCIAL BID

TENDER NO:

SR NO	PARTICULARS	DETAILS		
1	Name of the bidder company			
2	Address of the Bidder			
3	Tel No.		Fax No.	
4	E mail ID			
5	Company Registration Number			
6	PAN No		IEC No.	
7	Sales Tax /VAT No. / Tax Regn No			
8	Contact Person with Email ID and phone Nos			

FINANCIAL DETAILS (All figures to be mentioned in USD)

Financial Year	Turnover in US\$

DETAILS OF EXPERIENCE (Bidders may provide detail in separate sheet, if required)

Years	Import/Export	Commodity	Value in US\$

DETAILS OF EARNEST MONEY DEPOSIT

DETAILS of BG (To be submitted in Original)		DETAILS OF TT REMITTANCE (Duly signed and stamped copy of MT103/MT 202 to be enclosed)	
BG Number		Sender Reference Number	
BG Date		Remitting Bank	
ISSUING BANK		Beneficiary Bank	
VALUE (US\$)		VALUE (US\$)	
EXPIRY DATE		Value Date	

DETAILS OF TENDER COST:

Details of Payment of Tender Cost Rs. 6,800/ US\$ 100	
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We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same without any deviations. The signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of tender terms and conditions.

Signature & Stamp of the Bidder

Name & Designation

Date:

Place:

PRICE BID

Sr.No	Lot No.	Location	Case/Container no	TOTAL		PRICE IN USD
				NO OF LOGS	WEIGHT IN MT	
1	MUM-8	HIND Terminals CFS, NhavaSheva, Mumbai	Container NoCCLU 3919301	512	13.3668	
2	MUM-10	NAVKAR CFS, Panvel, Mumbai	Container No.GATU 8523223	934	20.81741	
		TOTAL(MUMBAI)		1446	34.18421	
1	KDL-1	Customs Godown, Kandla	DRI/GRU/INV-12/2010-11	2875	63.14286	
2	KDL-3	Customs Godown, Kandla	DRI/GRU/INV-14/2012-13	242	6.39705	
3	KDL-4	Customs Godown, Kandla	DRI/GRU/Misc/ 2010	163	3.88098	
4	MUN-2	MICT CFS Mundra	Container No. GATU 8007720	390	10.05834	
		TOTAL(KANDLA/MUNDRA)		3670	83.47923	
1	CHE-4	M/s SATTVA Hi-tech Conware Pvt. Ltd., Chennai	Container No. PCIU 2146843	441	11.94448	
		TOTAL(CHENNAI)		441	11.94448	
		GRAND TOTAL		5557	129.60792	

Note: Any Taxes or Duties/Levies payable for export of Red Sanders from India would be charged EXTRA on Actual basis from the bidders. The prices Quoted by the bidder shall be inclusive of the charges to be paid to National Biodiversity Authority towards the export of Red Sanders.

Signatures with Stamp

Date:

Place:

Declaration: We, M/s_____ hereby declare that any duties/taxes or levies imposed by Govt of India or any Tax Authority on Export of Red Sanders from India will be paid by us and we shall be fully liable for such payment(s) and shall be responsible for any default thereof.

Signatures with Stamp

Date:

Place:

ANNEXURE – VI

CONVERSION RATES / CURRENCY MULTIPLIER FACTOR OF SELECT CURRENCIES FOR CONVERSION TO USD FOR THE PURPOSE OF CALCULATING TURNOVER AND TURN OVER OF EXPORT AND IMPORT OF LAST 3 FINANCIAL YEARS TO BE USED FOR FILLING ANNEXURE-VII

The following exchange rates/currency multiplier factor may be used to convert the reporting currency as per the financial statements to US Dollars for the purpose of filling of Annexure-V(A) and Annexure-VII.

SR NO.	REPORTING OF FINANCIAL STATEMENTS OF BIDDER	CURRENCY MULTIPLIER FACTOR FOR CONVERSION TO EQUIVALENT US DOLLARS
1	EURO	1.12452
2	BRITISH POUND	1.29891
3	INDONESIAN RUPIAH	0.0000752655
4	THAI BAHT	0.0292050
5	CHINESE YUAN	0.145602
6	DIRHAM/AEB (DUBAI)	0.27224
7	MALAYSIAN RINGGIT	0.233967
8	SINGAPORE DOLLAR	0.722295
9	HONG KONG DOLLAR	0.128363
10	JAPANESE YEN	0.00894513
11	MAURITIAN RUPEE	0.0287950

Disclaimer: For Bidders having reporting currency of financial statements other than abovementioned currency, the conversion rates to be applied towards the evaluation of the bids shall be at the sole discretion of PEC. However the values to be filled in Annexure-V(A) and Annexure-VII are to be in US Dollars.

ANNEXURE – VII

(TO BE ISSUED BY AUDITORS / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED ACCOUNTANT ON THEIR LETTER HEAD)

To
PEC LIMITED
 (A Government of India Enterprise),
 13th Floor, Hansalaya Building,
 15- Barakhamba Road, New Delhi-110001,
 India

Dear Sir,

Subject : Turnover Certificate for participation in Tender No PEC/DEL/RS/EXP/2017-18/05 issued by PEC Limited.

This is to certify that M/s ^{***} _____ (Bidder's Name & Address) are in the business of _____, Incorporated on _____.

Their Turnover in each Financial Year during the preceding 03 (three) years are as given follows :

TABLE 1				
FINANCIAL YEAR	CURRENCY AS PER REPORTING CURRENCY	TURNOVER AS PER REPORTING CURRENCY (a)	CURRENCY MULTIPLIER AS PER ANNEXURE VI (b)	TURNOVER IN US\$ (axb)

TABLE 2				
FINANCIAL YEAR	TURNOVER IN IMPORT AND EXPORT AS PER REPORTING CURRENCY OF THE BIDDER (a)	CURRENCY MULTIPLIER AS PER ANNEXURE VI (b)	COMMODITY	VALUE IN US\$ (axb)

Place :

Date : dd/mm/yyyy

SEAL

Signature:
Name:

ANNEXURE – VIII

CHECK LIST OF DOCUMENTS TO BE ANNEXED TOWARDS SUBMISSION OF BIDS

SR. NO.	PARTICULARS/DOCUMENTS	QUALIFICATION CRITERIA	PAGE NUMBER
<u>TECHNICAL CRITERIA</u>			
1	EXPERIENCE IN IMPORT/EXPORT	AUDITED FINANCIAL STATEMENTS AND CERTIFICATE BY AUDITORS OR CHARTERED ACCOUNTANTS OR COST ACCOUNTANTS CERTIFYING TURNOVER BIFURCATED AS IMPORT, EXPORT & OTHERS OF LAST 3 FINANCIAL YEARS AS PER ANNEXURE-VII	
2	MEMBERSHIP CERTIFICATE OR LETTER OF INTRODUCTION	TO BE ISSUED BY LOCAL CHAMBER OF COMMERCE i.) SELF ATTESTED VALID MEMBERSHIP CERTIFICATE OR ii.) ORIGINAL LETTER OF INTRODUCTION ISSUED LATER THAN DATE OF TENDER	
3	DECLARATION	ANNEXURE - II OF THE TENDER ON COMPANY'S LETTER HEAD TO BE ATTESTED BY THE LOCAL CHAMBER OF COMMERCE / INDIAN EMBASSY / NOTARY PUBLIC	
<u>FINANCIAL CRITERIA</u>			
4	TURNOVER USD 3 MILLION - LAST FY OR CUMULATIVE USD 5 MILLION FOR LAST 3 FINANCIAL YEAR	AUDITED FINANCIAL STATEMENTS AND CERTIFICATE BY AUDITORS OR CHARTERED ACCOUNTANTS OR COST ACCOUNTANTS CERTIFYING TURNOVER OF LAST 3 FINANCIAL YEARS AS PER ANNEXURE-VII.	
5	CERTIFICATION OF TAX REGISTRATION OR ANY OTHER REGULATORY AUTHORITY	VALID REGISTRATION CERTIFICATE ISSUED BY TAX / TRADE LICENSE ISSUING AUTHORITY IN THE BIDDERS COUNTRY (IN ORIGINAL OR SELF ATTESTED COPY)	
6	LETTER FROM BANKER CERTIFYING CREDIT WORTHINESS OR SOLVENCY REPORT OR CREDIT LIMIT CERTIFICATE	TO BE ISSUED BY BIDDERS BANK DATED LATER THAN DATE OF THE TENDER FOR VALUE NOT LESS THAN USD 1 MILLION TO BE SUBMITTED IN ORIGINAL	
<u>OTHER DOCUMENTS</u>			
1	TECHNO COMMERCIAL BID	DULY SIGNED AND STAMPED ANNEXURE - V(A)	
2	TENDER DOCUMENT COST	A DOCUMENTARY EVIDENCE FOR HAVING REMITTED COST OF TENDER DOCUMENT FOR Rs.6800/USD100	
3	EMD DEPOSITED	BANK GUARANTEE IN ORIGINAL OR DOCUMENTARY EVIDENCE IN THE FORM OF MT103/MT202 COPY DULY SIGNED AND STAMPED FOR HAVING REMITTED EMD FOR USD _____ PER LOT UPTO 10MT & USD _____ ABOVE 10MTs	
4	BLANK TENDER DOCUMENT	DULY SIGNED AND STAMPED	
5	AUTHORISATION LETTER	AUTHORISATION LETTER OF THE PERSON REPRESENTING THE COMPANY BY DIRECTORS OF THE COMPANY ON COMPANY'S LETTER HEAD	
6	PRICE BID (NOT TO BE OPENED AT TECHNO COMMERCIAL STAGE)	ANNEXURE - V(B) IN A SEPERATE SEALED ENVELOP	

Note: Bids to be submitted by numbering each page of the bid document. Page numbers are to be mentioned in the above mentioned table.

ANNEXURE- IX

CONTRACT FOR EXPORT OF RED SANDERS

Contract No. PEC/DEL/RS/EXP/CONT/2017-18/05. _/_/_.

THIS CONTRACT is made at New Delhi on _____, 2017 Between:

BUYER: M/s. _____ And SELLER: The PEC Ltd., a Govt. of India Enterprise, under the administrative control of Ministry of Commerce and Industry and a company incorporated under Companies Act, 1956 having its Corporate Office at 13th Floor, Hansalaya, 15-Barakhamba Road, New Delhi-110001 (here in after called “PEC”)

PEC and the BUYER shall hereinafter be individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS:

•PEC is a Central Public Sector Enterprise under administrative control of Department of Commerce, Ministry of Commerce and Industry, Government of India and is dealing in international and domestic trading of commodities/ products such as minerals, metals, Precious metals, fertilizer and fertilizer raw materials, coal/coke and agro commodities etc;

• BUYER: M/s. _____

• Where as BUYERS agree to buy Lot No(s.) _____ totalling a quantity of _____MT of Red Sanders from the SELLER.

•Both the parties agree that the exports will be in compliance of the Foreign Trade Policy of Government of India as amended, from time to time.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

SR NO.	ITEM	DESCRIPTION
1	Commodity	Red Sanders
2	Details of Stock	Graded and marked Red Sanders in logs. The location of stock is Customs Godown, Mumbai / Customs Godown at Kandla, Gujarat / MICT CFS Mundra, Gujarat, and Chennai, India.(To be specified as per award)
3	Price	US\$ PMT FOB, Kandla, Mundra, Chennai and Mumbai Port basis.
4	Shipment Period	Till 30 th November 2017 (On best efforts basis). The shipment period can be extended by PEC for the further period of 180 days and solely at the discretion of PEC with all other terms and conditions of the contract remaining in full force and effect.

5	Vessel Nomination	<p>The Buyer will nominate the vessel and intimate PEC about firm arrangement with the shipping line/ containers for lifting and stuffing of goods at designated location within 20 days of issue of Letter of Award.</p> <p>Loading related operational issues to be clarified by PEC during pre-bid meeting.</p>
6	Terms of payment	<p>The successful Bidders shall have to make payment through Confirmed irrevocable, Letter of Credit (L/C) payable at Sight, covering 80% (with +/- 5% tolerance) value of awarded quantity of the goods on FOB Kandla/Mundara/Mumbai Port basis, to be established within Ten (10) working days of signing the Contract, through any first class International bank in favour of "The PEC Ltd, New Delhi, India", to be advised through State Bank of India, CAG Branch, Vyapar Bhawan, New Delhi-110001, negotiable at the counters of any bank in India. Successful Bidders who wish to make Cash payment towards 80% value of contract in lieu of payment by L/C can deposit the funds equivalent to value of contract in PEC's Account. The successful bidder shall give an undertaking that TT Remittance will be made within 7 working days after receipt of intimation from PEC stating that Export License has been obtained from DGFT.</p> <p>Opening of operative L/C within stipulated time is an essential condition. Sellers are at liberty to terminate the contract and claim damages/ losses in case of such failure. Buyer will keep the LC valid for 3 months from date of issue. The L/C confirmation charges shall be to the buyer's account.</p> <p>Note: The Exchange Rate loss at any stage starting from bidding to final settlement with Bidders/ Buyers shall be to the bidder's/ buyer Account.</p>
7	Performance Bank Guarantee	<p>Successful bidders will be required to establish Performance Bank Guarantee (PBG) for 5% value valid and enforceable/ encashable across the counters of scheduled bank in New Delhi, India on the close of working hours, on first demand up to 180 days i.e. from the date of issue of the LoA quantity within 7(Seven) working days from the date of Letter of Award (as per Annex.IV) through scheduled bank in India).</p>
8	Advance Payment	<p>Successful bidders will be required to deposit advance payment of 20% of the Bid value through banking channels in PEC's Account within 7 working days of submitting the signed LOA which will also be treated as total Performance Guarantee (in addition to 5% PBG). The 5% of the Invoice value i.e. foreign exchange proceeds will be paid to National Bio-diversity Authority, as per the prevalent rules/ guidelines out of aforesaid 20% advance payment collected.</p> <p>Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee.</p>
9	L/C Negotiating Documents	<p>The LC covering 80% (+/- 5%) value of offered quantity against presentation of the SELLER drafts drawn at sight accompanied by following documents.</p> <ul style="list-style-type: none"> • Full set of Clean Ocean or Charter party Bill(s) of Lading. • Signed Commercial Invoice(s). • Certificate of Origin. • Certificate of Quality/ Quantity & Stuffing <p>All bank and other charges incurred outside the territory of India shall be borne and paid for by the BUYER.</p>

10	Inspection	<p>No third party inspection for quality/ quantity will be allowed as the goods are being sold on "As is Where is Basis" and the quality declared by Forest department /Grading Agency will be deemed as final.</p> <p>The buyer will be allowed to appoint a third party or send his own representative to supervise stuffing of Red Sanders in the containers who will sign the quality/ quantity/ stuffing certificate upon stuffing of goods who will sign quality/quantity & stuffing certificate and the cost shall be borne by the Buyer. The actual quantity loaded (total not the break up) will be mentioned on the certificate which will form the basis for negotiation under L/C.</p> <p>Registration with NBA: Applications for Buyer registration, signing of agreement with NBA and submission of voucher specimen (wood sample) discs of one inch thickness will be submitted and executed by the Buyers to IWST, Bangalore at their own expense.</p>
11	Surveyor	A surveyor shall be appointed by PEC to monitor and supervise loading of goods on vessel nominated by successful bidder (s).
12	Insurance	The goods will be sold on FOB basis at Kandla/Mundra, Chennai and Mumbai port basis, hence, insurance from Load port to discharge port will be to the account of the bidder.
13	Representations and Warranties	<p>Representations and Warranties of BUYER: BUYER makes the following unqualified Warranties and Representations to PEC that:</p> <ul style="list-style-type: none"> • BUYER is a company duly organized, validly existing and in good standing under the laws of India or buyer's country and has all necessary powers to execute and deliver this CONTRACT and perform all its obligations on time under the CONTRACT; • This CONTRACT has been duly authorized by all requisite corporate or other action on the part of BUYER and is a valid and legally binding obligation of BUYER enforceable in accordance with its terms; <p>The execution, delivery and performance of this CONTRACT does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental approval obtained by BUYER.</p> <p>Any misrepresentation or breach of Warranty shall be deemed to be material breach of terms of the CONTRACT. In case defect or discrepancy is established as material defect PEC/ SELLER will not be bear the loss.</p>

14	Force Majeure	<p>I.Seller shall not be liable 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 thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, 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.</p> <p>II.If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.</p> <p>III.If the operation of such conditions continues to exceed three (3) months, 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.</p> <p>IV.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.</p> <p>V.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.</p>
15	Settlement of Dispute- Arbitration and Governing Law	<p>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 Indian Council of Arbitration, 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.</p>
16	Confidentiality	<p>This CONTRACT, its provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other Party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other Party.</p> <p>All such information shall be used by the other Party only for the purpose of performance of this CONTRACT.</p> <p>The restriction here in above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either Party at any time in connection with this CONTRACT.</p> <p>This provision, as far as practicable, shall apply to all the concerned officials of either Party. This clause shall survive upon termination of this CONTRACT.</p>

17	General Term	<p>This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT.</p> <p>All terms & conditions of the global tender forms a part of this contract and shall be enforceable. In case there is any discrepancy/dispute amongst the terms of the contract and the tender, the terms of the contract shall be final and binding.</p> <p>It is expressly understood and agreed by and between PEC and Buyer that PEC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that PEC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that PEC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.</p> <p>Irrespective of bidders opting out of tender with PEC at any stage, Tax collected at source and NBA charges being statutory levies, will not be refunded to bidders/ buyers once paid to respective Authorities or become payable as per respective governing laws.</p>
18	Termination	<p>If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, PEC shall be entitled at their option to terminate the contract and recover the damages besides forfeiture of EMD. PEC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such termination of the contract.</p>
19	Indemnity	<p>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. In case of cancellation of shipments / Agreements due to any reason whatsoever beyond control of PEC or due to policy change by Government for export of Red Sanders, PEC will not bear the exchange loss (in case of refund), if any, shall exclusively to the account of Bidders.</p>

20	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.
21	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.

FOR & ON BEHALF OF PEC LIMITED	FOR & ON BEHALF OF BUYER
M/s PEC Ltd.	M/s
Witness: 1. Designation	Witness: 2. Designation

Place: New Delhi

Date: