



PEC LIMITED

(A Government of India Enterprise)
HANSALAYA 15, BARAKHAMBA ROAD,
NEW DELHI-110 001, INDIA

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TENDER FOR APPOINTMENT OF SURVEYOR FOR EXPORT OF RED SANDERS

TENDER NO: PEC/DEL/RS/SURVEYOR/2018-19/01

Dt. 31.01.2019

Sl. No	Particulars	Date/Time
1	Tender Closing	At 11:00 Hrs.(IST) on 21.02.2019
2	Tender Opening	At 11:300 Hrs.(IST) on 21.02.2019

1. BACKGROUND

PEC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from Surveyor's for undertaking the job of monitoring and supervising the stuffing of Red Sanders cargo in containers and loading of stuffed containers on vessel nominated by buyer from **Cochin, Chennai and Kandla/Mundra Port in the course of Export**. The stocks of Red Sanders are in the possession of DIRECTORATE OF REVENUE INTELLIGENCE(DRI), GOVERNMENT OF INDIA and stored at various locations at Para 2 below.

Directorate of Revenue Intelligence (DRI), New Delhi has allotted the stock of Red Sanders to PEC for Export. This tender is floated by PEC for appointment of Surveyor (hereinafter referred to as "Agency"). The Agency will be required to monitor and supervise the stuffing of Red Sanders wood in log form into containers and loading of stuffed containers on vessel and issue Certificate of Stuffing, etc. The agency will be further required to co-ordinate with CLEARING AND HANDLING AGENT (CHA) appointed by PEC, Customs, and any other agency / authorities as required for export of Red Sanders from **Cochin, Chennai and Kandla/Mundra Ports by container**.

2. LOCATION OF RED SANDERS:

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

Sl.No	Location	LOT No	Location	No of Logs	Weight in MT
1	Kochi	COC-2	M/S GATEWAY DITRIPARKS CFS, VALLARPADAM, COCHIN	220	7.33385
2	Kandla	KDL-3	CUSTOMS GODOWN, KANDLA	242	6.39705
3	Chennai	CHE-4	M/s SATTVA Hi-TECH CONWARE PVT. LTD., CHENNAI	441	11.94448
Total				903	25.67538

3. PERFORMANCE BANK GUARANTEE:

The successful bidder will be required to establish Performance Bank Guarantee (PBG) for 10% value of the contract value within 7 working days from the date of issuance of LOA. The PBG should be valid and enforceable up to 365 days from its date of issuance. The PBG should be as per the prescribed format (ANNEXURE-I) and shall be issued by a schedule bank/Nationalised Bank other than Co-operative bank, Gramin Bank. Validity of PBG may be extended for a further period with mutual consent.

4. GENERAL TERMS & CONDITIONS:

- a. The Red Sanders will be in the form of logs. Bidders shall do continuous supervision of stuffing of cargo / movement/ dispatch and arrival at port / terminal and complete the job / operations within the time period prescribed in the LOA (Letter of Award) or as per written instructions given by PEC from time to time The Agency will co-ordinate with PEC officials, Vessel's Agent / Master, Customs, CHA appointed by PEC & other Government officials and agencies as and when required for all allied operations. On completion of stuffing of Red Sanders, Agency is required to issue certificate of stuffing as per the requirement, certificate of Quantity etc. The Agency will ensure that at the time of stuffing no losses, damages & shortages take place as each and every log of Red Sanders has been already weighted.
 - 4.1 The Bidders should quote for all the lots lying at Kochi, Kandla/Mundra and Chennai.
 - 4.2 PEC reserves the right to accept or reject any bid any time at its own discretion without assigning any reasons thereof.
 - 4.3 Bidders shall keep PEC fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of/or in connection with this tender.
 - 4.4 PEC may without giving notice terminate the contract before the expiry of agreed period, in case the performance of the bidder is not satisfactory, in which case PEC's opinion shall be final and binding. The termination shall be effective immediately from the date of issue of such notice in writing.

- 4.5 In the event of termination of contract at any given time by PEC for whatsoever reasons, then PEC shall appoint a new surveyor at the cost and rate at the prevailing time and any difference of rates / prices shall be made good by this surveyor either by way of appropriation of performance bank guarantee or any pending bills with PEC or fresh payments by the surveyor,
- 4.6 **Price Bid** The “Price bid” sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (II) of tender document) duly signed and stamped by the bidder. **The bidder will have to quote for all the Lots.**
Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of PEC.
- 4.6 The bidder shall also submit alongwith the price bid the Letter of Authorization, duly signed and stamped with specimen signature.
- 4.7 The bids complete in all respects should be submitted in sealed envelope within the time schedule mentioned above in the tender box kept at the Reception in PEC office, Delhi after taking stamp from inward section at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in PEC’s **Delhi Office** only.

5. 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. Bidder shall also be issued two unsigned contracts (in line with annexure –III) for signature of the successful bidder. Bidder shall sign the contracts and return to PEC, **Delhi** within 3 (three) working days of issuance. PEC’s representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder.

6. VALIDITY OF BID:

The bidder agrees to and shall hold his bid valid for 90 days 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. The validity of the bids and its security may be extended for a further period with mutual consent in writing.

7. DISCLAIMER:

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

8. JURISDICTION:

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

9. FORCE MAJEURE:

- 9.1 During continuance of the Contract, the 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 PEC'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.
- 9.2 If by reason of any cause beyond the control of PEC there is any curtailment or suspension of services, then PEC shall be excused from the obligations to that extent.
- 9.3 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.
- 9.4 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.

10. SOLE ARBITRATION CLAUSE:

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 by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of PEC. The provisions of Arbitration and Conciliation Act 1996 & amendment thereto, 2015 shall apply to such arbitration proceedings. The venue of arbitration shall be Delhi.

Tender for Appointment of Surveyor for export of Red Sanders

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Scheduled Bank other than Cooperative/Gramin Bank)

PEC Limited,
15, "Hansalya"
Barakambha Road,
Delhi-110001

Whereas M/s. PEC Limited, is a Govt. of India Enterprise having its Regd. Office at : 15 "Hansalaya" 15-Barakambha Road, New Delhi-110001 (hereinafter called 'PEC') which term shall include the successors and assigns, has floated tender for appointment of Surveyor for export of Red Sanders from Mumbai, Chennai and Mundra Port

AND WHEREAS M/s. _____(hereinafter called the Applicant) has been declared successful in the bid for Surveying of ____ MT of Red Sanders.

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of 10% of the value of the Contract.

AND WHEREAS, we _____Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnish 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 _____ Entered into between the PEC (hereinafter called the 'PEC') and M/s _____ (hereinafter called the Applicant) this is to confirm that at the request of the Applicant, we hereby _____(Bank) unconditionally and irrevocably guarantee and undertake to pay to PEC immediately on its first demand. Rs..... without demur, delay protest or contest and without any reference & recourse to Applicant and without any condition or proof as soon as a first demand in writing is received from PEC Limited, for any failure /default in performing any term and condition of Surveyor agreement No/LOA No..... 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. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

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 proceedings pending 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 therein 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 hereunder 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 forebear 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 365 days (one year) from the date of issue and claim against this Guarantee can demanded on us upto six months 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 hereunder. In case the Bank fails to pay the amount to PEC on the date of PEC's demand in writing, then the Bank shall be liable to PEC over and above the amount claimed by PEC interest thereon @ 18% per annum from the date of claim upto the date of actual payment and the aforesaid Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to PEC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of PEC against the Applicant under this Guarantee.
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 Rs.....(in words)..... 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 or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2017 at Delhi.

Sign. Of Authorised Official of Bank

Witnesses

ANNEXURE II

PRICE BID

A. Monitor and supervise the stuffing of cargo in containers and loading of stuffed containers on vessel nominated by buyer from **following location:**

Location	Total No. of Logs	Wt. (MT)	Rate PMT(Rs.)	Location wise Total (Rs.) (Col 3x4)
1	2	3	4	5
KOCHI, CHENNAI & KANDLA	903	25.67538		

Total:-----(In Words)

Note: The Bidders should quote for all the lots lying at Kochi, Chennai and Mundra / Kandla.

Rate shall be all inclusive (a consolidated one), which shall be inclusive of cost of all the mentioned services as per clause no. 4 as per scope of work in draft agreement (Annex. III), service-tax and other taxes, if any, as per statute.

Sign.
With Stamp & Date

ANNEUXRE- III

CONTRACT FOR SURVEYOR SERVICES

This agreement is made on ____day of, 2019 between PEC Limited, (address,telephone, fax, mail ID of H Q Delhi INDIA, hereinafter called “PEC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND M/s (**Name & address, telephone, fax, mail ID of Agency**) hereinafter called the AGENCY (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS PEC has agreed to appoint the Agency for monitoring and supervising the stuffing of cargo in to containers, loading of stuffed containers on vessel, etc for export of Red Sanders in the possession of Department of Revenue Intelligence as per details of stock and location described under point 2 of tender document and the Agency has agreed to perform all the work assigned to them by PEC on the terms & conditions hereinafter mentioned.

NOW it is hereby mutually agreed and declared by and between the parties hereto as follows:

1. Scope of work

- 1.1 The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at various locations at **Kochi, Chennai and Kandla**, as per point no. 2 of the tender document. The Agency shall act as a Surveyor to monitor and supervise the stuffing of cargo in to containers, movement of container and loading of stuffed containers on vessel, sealing of containers, etc. on behalf of PEC. The agency will be further required to co-ordinate with CLEARING AND HANDLING AGENT (CHA) appointed by PEC, Customs, and any other agency as required for export of Red Sanders from **Kochi, Chennai and Kandla/Mundra Port**. The Agency will ensure that only approved goods are stuffed into containers for shipment.
- 1.2 The Agency shall keep date wise record of weight of the cargo stuffed into the containers and movement and proof thereof shall be produced to PEC, as and when demanded. PEC shall have the right to nominate its officials/or their representative to supervise the same.
- 1.3 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for completing the job.
- 1.4 The Agency shall maintain a proper account of quantity lifted from each location and delivered to the Buyer’s nominated shipping agent duly stuffed into containers.
- 1.5 Agency shall monitor and supervise the fumigation of empty as well stuffed containers. If required, Agency shall monitor and supervise for phytosanitary.

- 1.6 The Agency shall arrange to prepare and immediately submits reports / documents to PEC as and when demanded. Any amendment required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to PEC on account of discrepancy in documents and shall be rectify discrepancy immediately and inform PEC accordingly.
- 1.7 The Agency shall prepare Certificate of Quantity and Certificate of Stuffing, etc strictly as per the terms of Letter of Credit or as per the instructions received by PEC and shall be responsible for timely dispatch of same to PEC. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation/realization of the proceeds.
- 1.8 Agency shall keep valid license / permission granted to him by Customs, Port Authority, or any other Authority as required, till the completion of the contract, (if awarded).
- 1.9 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for carrying out the job.
- 1.10 Agency shall be responsible for employing suitable labour/ works men at the site as per the prevailing labour laws of India i.e., The Contract Labour (Regulation and Abolition) Act, 1970 and Workmen's Compensation Act and PEC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency. It shall also be the sole responsibility of the agency.

2. Maintenance of Records

- 2.1 The Agency shall maintain proper upto date record of goods, stuffed container wise and shipped vessel wise and submit to PEC as and when demanded.
- 2.2 The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents/ mis-happening arising out of any activity in the course of employment.
- 2.3 Without prejudice to any other provisions in this Contract , the Agency shall be bound to keep "PEC" or any representative or employee of PEC and its properties and assets fully indemnified at all times notwithstanding the expiry of the contract against any action, claim or proceedings for any reason whatsoever or under any applicable provision of law, rules, regulations, bye-laws, notifications, direction or order enforceable by law for anything done or omitted to be done by the Agency in contravention of such provisions etc., for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if as a result of any such action, claim or proceedings the Agency or such representative of PEC as the case may be, is adjudged to be liable to

penalties or to pay any compensation, the same shall be the liability of the Agency and , if PEC is required for any reason to take over the liability, PEC shall deduct all such amount arising out of such liabilities from the security deposit/Performance Guarantee lying with PEC under this contract or any other contract/agreement without prejudice to any other right/remedies available with PEC in law or otherwise.

- 2.4 The rates mentioned in Price Bid shall include all costs and expenses and all taxes including service tax, etc and Agency is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.

3. Performance Bank Guarantee

Within seven (7) working days of the issuance of LOA, the Agency shall provide Performance Bank Guarantee in the prescribed format provided by PEC from any Scheduled Bank excluding Co-operative Banks/Gramin banks for **10%** of the Award value for proper performance of Agreement. The BG shall be valid for a period of one year initially from the date of issuance in India. PEC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency. The PBG should be en-cashable at the counter of any Scheduled Bank in India on first demand.

4. Rates

- 4.1 The Agency shall be paid an all inclusive rate of Rs.....(Rupees) per Metric Tonnes for all the work assigned to the Agency. This rate is a consolidated one and shall be inclusive of cost on all the mentioned services, Labour, material, equipment, toll tax, octroi, entry tax, service- tax and other taxes, if any, as per statute.
- 4.2 The rates agreed with the Agency shall be in force during the pendency of the tender contract. There shall be no escalation in rates agreed to for whatsoever reason.

5. Taxes

- 5.1 Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the tender/contract during the currency of the Agreement shall be the solely borne by Agency.
- 5.2 Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement to this effect would be issued on completion of transaction at the time of final settlement of bills.

6. Submission of Bills

- 6.1 The Agency shall submit their bills in duplicate on shipment basis after sailing of the vessel, strictly as per rates specified in Clause 4.1 above. PEC will process the bill and arrange to release amount as per Clause 4.1 above and clause 7 below.
- 6.2 While releasing payment to the Agency, following deductions shall be made from the bills:-

- 6.2.1 TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.
- 6.2.2 Losses or Damages suffered by PEC for delay by surveyor in execution beyond schedule given by PEC.
- 6.2.3 Amount due from the Agency, on any other account under this contract or any other contract.
- 6.2.4 Loss or damage to property of vessel/ Container Terminal or godown, on account of negligent working of labourers of Agency.
- 6.2.5 Bills received after 90 days of the execution of the job shall not be entertained by PEC, unless satisfactory explanation is given by the Agency for the delay.

7. Payment Schedule

- 7.1 On satisfactory completion of work services, submission of reports / documents as asked by PEC under clause No: 1 of the contract and 10 working days after sailing of the vessel and on completion of all documents & shipment payment will be released to Agency.
- 7.2 Agency will be required to submit proper bills along with all relevant documents needed for releasing the payment.

8. Claims

- 8.1 Agency will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of PEC. All claims will be lodged promptly and within the prescribed time limit with customs, carriers, vessel agents and shipping lines, insurers, port trust, Municipal Authorities etc. (with a copy to PEC) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract. The Agency is required to seek refund claim, applications/claims filed by them on behalf of PEC with Customs, Port Trust, Carriers/Vessel Agent, Insurance, Municipal, CHA etc. and any refund arising out of this claim is payable to PEC.
- 8.2 No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by PEC. However, if the Agency wants to lodge any claim arising out of this Tender it will be required to submit the same to PEC Delhi with supporting documents/details within a period of 90 days from the date of dispatch of the entire cargo earmarked for each shipment. PEC shall not entertain any claim on any account from the Agency after expiry of above period of 90 days.

9. Rights of PEC

- 9.1 PEC reserves the right to appoint one or more Surveyor Agencies within the same territory.

- 9.2 In the event of Agency not observing any of the terms and conditions (PEC's opinion shall be final & binding), PEC has right to terminate the contract and to make alternative arrangements and also recover from the Agency all consequential losses suffered by PEC.
- 9.3 PEC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
- 9.4 PEC has right to inspect the Cargo at any time and verify relevant records/documents.

10. Subletting of Contracts

The Agency shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of PEC. For any subcontract entered into by the Agency with the consent of the PEC the Agency Shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.

11. Handling Loss

Since the weight is already determined as such, the agency shall ensure that there are no weight losses to the cargo. However the agency shall report immediately to PEC for any weight loss to the cargo.

12. 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 by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of PEC. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of arbitration shall be Delhi.

13. Force Majeure

During continuance of the Contract, the 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 PEC'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.

- 13.2 If by reason of any cause beyond the control of PEC 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.
- 13.3 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.
- 13.4 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.

14. Indemnity

The Bidder/Agency 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.

15. Amendment

Any alternatives/ amendments, changes modifications, addition/deletion to this tender shall be valid only when both the parties to said tender mutually agree in writing and sign the amendment(s).

16. Notices

Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or mailed to the said party by registered post at the address set forth in the preamble to the tender contained herein unless and until another address shall have been specified in writing by either of the parties to the tender.

17. Validity

- 17.1 This contract shall be valid for a period of one year commencing from the date of its execution/signing by the parties.
- 17.2 PEC reserves the right to extend this contract for further period of 3 (three) months on existing terms & conditions on its sole discretion. In case of further extension of period beyond 3 months, the contract may be extended with mutual consent of both the parties.
- 17.3 PEC may terminate the agreement at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which PEC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, PEC shall in its sole discretion will be entitled to terminate the work

awarded to the Agency hereunder at their risk, cost and consequences and without involving PEC in any liability in that regard. In such an event, PEC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to PEC the loss, damages and costs and expenses which PEC may have to suffer or bear as a result of its having to make such arrangements.

- 17.4 In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by PEC shall prevail and shall be final and binding on the Agency.
- 17.5 In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.

18. General Terms

- 18.1 The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities. PEC shall not bear any expenses on account of STD/Trunk Call, Fax, e.mail or courier sent to PEC Office(s).
- 18.2 The Agency shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.
- 18.3 Throughout this tender period, Agency shall undertake and perform all operations to the satisfaction of PEC.
- 18.4 It is expressly understood and agreed by and between PEC and Agency 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 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.

19. Disclosure

The associate hereby agrees that in case he commits a default in the payment or repayment of any amount due against them, PEC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The

associate hereby also authorizes PEC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments

20. Confidentiality

This Agreement, 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.

All such information shall be used by the other party only for the purpose of performance of this Agreement.

The restrictions 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 Agreement.

This provision, as far as practicable, shall apply to all the concerned officials of either party. This clause shall survive upon termination of this Agreement.

SIGNATURES OF
AUTHORISED SIGNATORY
OF THE AGENCY

SIGNATURE OF
AUTHORISED SIGNATORY
OF PEC LIMITED