



Projects & Development India Limited

(A Govt. of India Undertaking)

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,
Dist. Gautambudh Nagar , Uttar Pradesh
Phone - 0120-2529842/43/47/51/53/54
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INVITATION TO BID

To : Open Vendor	ITB Number	11/PNMM/E/3505/2016-17/100883
	Type of Bid	Two Part
	Type of Opening	Public Opening
	Date of Issue	09.02.2017
	Bid Closing Date	17-02-2017 Time : 3:00:00 PM
	Tech. Bid Opening Date	17-02-2017 Time : 3 :30:00 PM
	Price Bid Opening Date & Time	TO BE INTIMATED LATER
	Venue of Bid Opening	PDIL BHAWAN,A-14, SFC-1, NOIDA
	Earnest money Deposit	NOT APPLICABLE
	Delivery/Completion Period	30 DAYS FROM THE DATE OF LOI/PO

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals & Fertilizers. PDIL invites bid in sealed cover addressed to Addl. General Manager and H.O.D (M.M), ITB reference no. and bid closing date & time duly super scribed on the cover for the supply of under mentioned item, subject to the terms and conditions and technical specification attached here in.

SL. No.	Material	Description	Quantity	Unit
10		Ultrasonic Digital Thickness Gauge.	1	AU

For & on behalf of
Projects & Development India Ltd.

(P. R. Sahu)

Addl. General Manager (MM)

ENCL :

- 1) Pre-Qualification Criteria for Bidders-Annexure-I 2) Instruction to bidders-Annexure-II
- 3) General Conditions of Purchase-Annexure-III, 4) Technical Specification-Annexure-IV
- 5) Price Schedule-Annexure-V, 6) RTGS Format-Annexure-VI

PRE QUALIFICATION CRITERIA (PQC)

The bidder will be evaluated on the basis of following Pre-qualification criteria:-

- 1.0 The item (Ultrasonic Digital Thickness Gauge) to be supplied, shall be of following foreign brand (OEM)
 - i) M/s Olympus – USA.
 - ii) M/s Krammer - Germany
- 2.0 The bidders are required to submit Authorization Certificate from OEM.
- 3.0 The bidder is also required to submit the Performance Certificate of the item.

INSTRUCTION TO BIDDERS FOR

1.0 Any bidder who meets the Bidder's Pre-Qualification Criteria as per ITB and intends to quote against this tender may download the bidding document from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/cppp> and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 Submission of Bids:

Bidders are required to submit their bids under two (02) envelopes as below

Envelope (A): Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

- a. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.
- b. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- c. **Price Confirmation Copy** - A copy of Priced offer keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted
- d. Photo copy of PAN card.

Any other document as per the requirement specified in the ITB.

Envelope (B) : Price Bid: Price Schedule (Annexure-V) with quoted rates in Rs. against each head, signed and stamped.

Both the above envelopes should be super scribed with respective **Envelope no., ITB No.** and **closing date of the bid**. These two envelopes should be sealed and placed in a third envelop which should be addressed to the under mentioned and super scribed with our **ITB No.** on the cover of your quotation with due date. You are requested to clearly mention the details enabling us to identify your quotation for the job under reference. Sealed quotations must be submitted addressed to:

Addl. General Manager &HOD (MM)
Projects & Development India Limited
PDIL Bhawan, A-14, Sector-1,
Noida – 201 301, Gautam Budh Nagar, (U.P.)
e-mail: prsahu@pdilin.com ; sbanerjee@pdilin.com:

3.0 **Price**

Bidder should ensure to fill in the rates in the format as per Price Schedule of rate. Incomplete Price Schedule may result into rejection of bid.

4.0 Opening of Bids

Bid opening will be Public. Envelope 'A' only will be opened on Technical Bid Opening Date. Price Bids (Envelope 'B') of only those bidders will be opened which will be considered technically and commercially acceptable.

5.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

6.0 Price Evaluation Criteria

Price Evaluation of Bids shall be done considering the quoted prices, by the bidder in the Price Schedule, along with taxes and duties, on overall lowest bidder considering the CENVAT benefit to PDIL if any.

In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

7.0 Earnest Money Deposit (EMD) : Not applicable.

8.0 Validity of Bids

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

9.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

10.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

- 11.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 12.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.
- 13.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
- a) to cancel the tender without reference to the bidders.
 - b) to postpone the due date and time.
- 14.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.
- 16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 17.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of AGM & HOD, Materials Management Department, Projects & Development India Ltd. A-14, Sector-1, NOIDA or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 18.0 To know more about us, please visit our website at <http://www.pdilin.com>

GENERAL CONDITIONS OF PURCHASE**1.0 Scope of Purchase**

Shall be as per Technical Specification as Annexure-IV and Price Schedule as Annexure-V enclosed.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the delivery/completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

3.0 Price Basis:

Free delivery at PDIL Bhawan, A-14, Sector-1, NOIDA including risk in transit

4.0 Taxes and duties

4.1 All applicable taxes & duties shall be paid at actual at the prevailing rate only. However, Rate of Sales tax / VAT, Service tax, any other tax as applicable should be indicated in the 'Price Schedule'.

4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Delivery/Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

4.2.1 In case of delay in supply, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.

4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the delivery/ completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

4.3 The Supplier has to submit / furnish all necessary documents / information to enable PDIL claim CENVAT in respect of Service tax/ Excise Duty / Countervailing Duties, if any.

4.4 PDIL shall not issue any form other than Form-38 i.e. Road Permit, if required, on written request by the Supplier.

5.0 **Effective date of P.O:** Shall be the Date of issuance of LOI/ P.O.

6.0 Delivery/ Completion Period

The item (Ultrasonic Digital Thickness Gauge with accessories) shall be delivered within thirty (30) days from the effective date of P.O

7.0 Payment Terms

100% Payment shall be released within 30 days of receipt & acceptance of the item, duly certified by the Engineer-in-charge of PDIL, on the invoice.

7.1 Payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.2 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Supplier's bills and a certificate towards this deduction shall be issued to the Supplier.

8.0 Price reduction clause

In the event of delay in delivery/completion beyond contractual delivery/completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total order value shall be recovered from supplier's / Contractor's bill(s).

9.0 Warranty/ Guarrantee

The item (Ultrasonic Digital Thickness Gauge with accessories), to be supplied shall be warranted/ guaranteed as per Original Equipment Manufacturer's (OEM's) policy.

10.0 Security cum Performance Guarantee/Security Deposit

Security cum Performance Guarantee/ Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.

- 10.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover delivery/completion period plus warranty/guarantee period, if any.

~~Bank Guarantee (BG) for Security cum Performance Guarantee/ Security Deposit shall be entertained for value \geq Rs 1.00 lac. PBG shall be valid to cover delivery/completion period plus warranty/guarantee period plus three (03) months' claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure VII.~~

~~In the absence of submission of Security cum Performance Guarantee/ Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.~~

- 10.2 ~~In the case, where OEM's Guarantee/Warranty is applicable, as performance Guarantee, EMD shall be retained as Security Deposit which shall be refunded after 30 days on receipt and acceptance of Equipment/ Material(s).~~

- 10.3 No interest shall be payable on Security cum Performance Guarantee /Security Deposit.

- 10.4 PDIL, however, reserves the right to en-cash/ forfeit the Performance Guarantee / Security Deposit, if the Supplier fails to execute the P.O and/or abide by all the terms and conditions of the P.O.

- 10.5 Performance Guarantee / Security deposit shall be refunded after 30 days of completion of Guarantee / Warranty period / completion of delivery on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the owner, if any, on account of any failure on the part of the contractor.

11.0 Insurance

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by supplier at his cost.

12.0 Termination

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.

13.0 **Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Supplier shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 **Arbitration**

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

15.0 **Jurisdiction**

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

Technical Specification of Digital Ultrasonic Thickness Gauge

Sl.No	Parameters	Specification Details
1	Operation	Pulse echo mode
2	Probe zero	Auto/Manual
3	Resolution	0.01 mm/0.1 mm selectable
4	Measuring Range	1.0 mm to 300 mm
5	Battery operation	Rechargeable Battery
7	Gain	Adjustable
8	Transducer Frequency Range	2.25 Mhz to 10 Mhz
9	Temp. range of Measurement	-10 Deg.C to 50 Deg C
10	Velocity Range	508 m/sec to 18699 m/ sec
11	Probe	suitable
12	Unit	mm/inch
13.	Accessories	Protective rubber boot with Neck strap and Gage Stand
14	Step Block	5.0mm,10mm,15mm, 20 mm & 25 mm
15	commissioning	Free of cost in PDIL Lab for Demo
16	Warranty	12 Month of date of commissioning or 15 months from the Date of shipment whichever is earlier
17	Calibration Certificate	With Calibration certificate valid for 1 year
18	Standards	Designed for EN 15317
19	OEM	Olympus/Krautkrammer

PRICE SCHEDULE

Si. No.	Description	Unit	Quantity	Rate in (Rs.)	Total Amount in (Rs.)
1.0	'Ultrasonic Digital Thickness Gauge' with accessories as per Technical Specification in Annexure –IV enclosed.	Set	01		
1.2	VAT @.....%				
1.3	CST @.....%				
1.4	Total price including taxes & duties			Rs.	
Total price including taxes & duties in words: Rupees					
.....					

Note:

- 1) Bidders are required to quote their rate strictly as per above format.

No comment, explanation / clarification in price schedule and condition in price part shall be acceptable.

- 2) Present applicable rate of Tax in %age and corresponding amount shall be indicated in the above Price Schedule. Whichever is Not Applicable, please indicate in respective head.
- 3) A copy of this Priced offer keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted along with the Un-priced Technical and Commercial Bid in Envelope (A)

Signature of Bidder _____

FORMAT OF DETAILS FOR PAYMENT

Bidders are required to submit the following details on the company's letter head for online transfer to amount to their account:

1	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2.a)	Name of the Bank	
b)	Address of the Branch	
	Telephone No.	
c)	9 Digit Code number of the Bank and Branch appearing on the MICR cheque issued by the Bank	
d)	11 Digit NEFT/IFSC Code of the Bank Branch	
e)	Account Type (SB/CC/CA)	
f)	Account Type (SB/CC/CA)	
g)	Permanent Account Number (PAN) Under Income Tax Act.	
h)	Service Tax Registration Number	
i)	Name of Authorized Signatory	
j)	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Title.....

Designation.....

Date:.....

Note: Please furnish the above declaration for online payment duly typed on the Company's Letter head, filled in, signed by the authorized person with your Company's Seal.