



Projects & Development India Limited

(A Govt. of India Undertaking)

CIFT Building, P.O. Sindri, Dist. Dhanbad , Sindri - 828122 ,
Jharkhand

Phone - 91-326-2245283/2245069

Fax - 91-326-2245707/2245046

INVITATION TO BID

To : Open Vendor	ITB Number	PSMM-CD02-RKS-178-17/100890
	Type of Bid	Two Part (Un-priced Techno-commercial and Priced Bid)
	Type of Opening	Non-Public opening
	Date of Issue	10-04-2017
	Bid Closing Date	24-04-2017 Time : 3:00:00 PM
	Tech. Bid Opening Date	25-04-2017 Time : 3 :30:00 PM
	Price Bid Opening Date & Time	SUBSEQUENT TO TECHNICAL SUITABILITY
	Venue of Bid Opening	PDIL, SINDRI, DHANBAD-828122
	Earnest money Deposit	NIL
	Delivery/Completion Period	ANNUAL MAINTENANCE CONTRACT
Tenure/Periodicity of Contract	ONE YEAR	

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 hard copies (in duplicate) in sealed cover addressed to H.O.D (M.M), ITB reference no. and bid closing date & time duly super scribed on the cover for the under mentioned job, subject to the terms and conditions attached here in.

SL. No.	Material	Description	Quantity
10		AMC for repairing of "Test Weights including verification and stamping"	As per Annexure -IV

Any bidder who meets the Pre-Qualification Criteria (PQC) as per Annexure - I attached and intends to quote against this ITB / Enquiry may download the bidding documents from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <http://eprocure.gov.in/epublish/app> and submit the bid complete in all respect in accordance to 'Instructions To Bidders' (Annexure-II), also attached here in, on or before the due date.


10/4/17

For and on behalf of
Projects & Development India Ltd, Sindri


✓ HOD (M.M) 10/4/12

Enclosures:

- Annexure-I: Pre-qualification Criteria
- Annexure-II: Instructions to Bidder
- Annexure-III: General Terms & Conditions of Contract
- Annexure-IV: Description and Scope of job
- Annexure-V: Self Declaration by bidder

ANNEXURE - I

PRE QUALIFICATION CRITERIA

1. The bidder must be a company / corporation / registered firm.
2. Experience of executing similar work i.e. repairing of testing weights.
3. Service tax registration number, if applicable. Otherwise a declaration has to be submitted by the bidder that they are not coming under the purview of Service Tax registration.
4. The bidder must possess a valid PAN.
5. The bidder should not have been put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution.
(A Self declaration, as per Format attached to our ITB as Annexure-VI, shall be submitted to this effect).

All relevant documents (self attested photo copies) in support of the above PQC shall have to be submitted by the bidder along with their bid, failing which the bid shall not be considered for evaluation in the subsequent stages.


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ANNEXIURE – II

INSTRUCTION TO BIDDERS

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and intends to quote against this ITB may download the bidding document from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <http://eprocure.gov.in/epublish/app> 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 three (03) envelopes as below:

Envelope (A)

- i. A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.
- ii. Format of Bank Details (RTGS) for on line payment, all the details duly filled in.
- iii. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.

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

- i. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- ii. **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
- iii. Copy of Check List enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- iv. Photo copy of PAN card.
- v. A Copy of valid Service Tax registration certificate
- vi. Any other document as per the requirement specified in the ITB.

Envelope C: Price Bid

Price Schedule as per Annexure-V with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.



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All the above envelopes should be super scribed with respective **Envelope no., ITB No. and closing date of the bid**. All three (03) envelopes should be sealed and placed in a fourth envelop which should also be super scribed with our **ITB No. and closing date of the bid** and addressed to the under mentioned :

HOD (*Materials Management Department*)
Projects & Development India Limited

Address: CIFT Building, PO- Sindri
Dhanbad, Jharkhand-828122

e-mail: mmpdil@gmail.com

3.0 Opening of Bids

Bid opening will be Non Public as per scheduled date and time mentioned in the ITB.

4.0 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.

5.0 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.

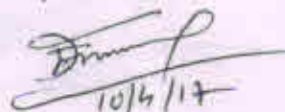
In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

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.

Incomplete Price Schedule may result into rejection of bid.

6.0 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.


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- 7.0 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.
- 8.0 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.
- 9.0 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.
- 10.0 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.
- 11.0 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.
- 12.0 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.
- 13.0 **SITE VISIT:** If needed, Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to:

HOD (M.M.)

Projects & Development India Limited

CIFT, Building, PO-Sindri, Dhanbad, Jharkhand-828122

Phone:03262245070 FAX: 03262245707



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- 14.0 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.
- 15.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 16.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of **HOD (M.M), Materials Management Department, Projects & Development India Ltd.,CIFT Building, PO-Sindri, Dhanbad, Jharkhand-828122.** 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.
- 17.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

[Handwritten Signature]
10/4/17

ANNEXURE-III**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 Scope of Contract**

The Scope of P.O shall be as per 'Technical Specification' and/or 'Price Schedule', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

1.1 Scope of work

1.2 Annual contract for repairing of testing Weights of PDIL, Sindri.

1.3 Detailed Scope of Job

The Job is Statutory in Nature and involves, Repairing, adjusting the accuracy of weights, cleaning, and painting of the weights for verification & stamping by the Inspector of Weights & Measures, Govt. of Jharkhand, details of the weights are as below: .

Sl. no.	Testing weights	Quantity	Total weights
a.	20 kg.	669 nos.	13,380 kg.
b.	10 kg.	40 nos.	400 kg.
c.	05 kg.	40 nos.	200 kg.
Total			13,980 kg.

1.2.1 Verification and Stamping

After repairing of Weights, the contractor will arrange its verification and stamping by Inspector of Weights & Measures, Govt. of Jharkhand.


1.2.2 Re-stamping fee

If any weight is rejected by the Inspector of Weights & Measures, the Contractor will arrange it's re-stamping, free of Cost.

2.0 The Contractor will provide own un-skilled laborer for lifting heavy parts and weights for checking the weights. PDIL will allow the contractor the free use of weight whenever necessary.

3.0 Certification Period

The certification of test weights shall be done within 07 Days from the date of instruction from HOD (CP), PDIL, Sindri by whome this contract shall be operated.


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3.0 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.

3.1 Price Basis

FOR PDIL, duly delivered and installed, tested, commissioned, if any, in the location/address mentioned elsewhere in the ITB, 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.

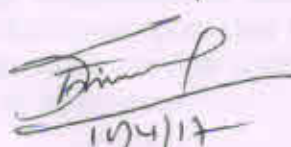
4.3 The Supplier has to submit / furnish all necessary documents / information to enable PDIL claim CENVAT in respect of Service tax/ Excise Duty / Countervailing Duties, if any.

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.

6.1 Tenure of contract:

One year from the effective date of LOI/ PO., however, same may be extended for further period of one year, subject to satisfactory performance.


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7.0 Payment Terms

- 7.1 100% payment shall be released within 30 days after Supply and/or Installation, Testing & commissioning, and acceptance of the complete system, duly certified by the Engineer-in-charge of PDIL, on the invoice.
- 7.2 The above payments shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit, **if applicable**, as mentioned herein below, failing which the same amount shall be deducted from the Supplier's Bill(s).
- 7.3 All payments will be made by account payee cheque or direct transfer in bank Account through RTGS.
- 7.4 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 Warranty/ Guarantee

- 8.1 The Equipment/ Materials shall be supplied with warranty/ Guaranty against any manufacturing defect, for a period of 12 month from the date of commissioning.
- 8.2 Spares shall be supplied along with Fitment guarantee certificate.

9.0 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).

10.0 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.

11.0 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

12.0 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.


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13.0 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.

14.0 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.


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ANNEXURE IV

Detailed Scope of Work

Annual Maintenance Contract for repairing of Testing Weights including verification & Stamping by Inspector of Weight & Measure, Govt. of Jharkhand.

Sl. no.	Testing weights	Quantity	Total weights
a.	20 kg.	669 nos.	13,380 kg.
b.	10 kg.	40 nos.	400 kg.
c.	05 kg.	40 nos.	200 kg.
Total			13,980 kg.

The Job is Statutory in Nature and involves, Repairing, adjusting the accuracy of weights, cleaning, and painting of the weights for verification & stamping by the Inspector of Weights & Measures, Govt. of Jharkhand, details of the weights are as below: .


10/4/17

PSMM-CD02-RKS-178-17/100890

dated 10.04.2017

ANNEXURE V

(Self Declaration on Bidder's Letter Head as per below Performa)

To,

Projects and Development India Ltd.

CIFT Building, Sindri
Dhanbad-828122

Subject: ITB No.Dt.

Sir,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution .

Signature

Name:

Designation:

Seal of the Bidder.


A handwritten signature in black ink is written over a horizontal line. Below the signature, the date '10/4/17' is written.