



PROJECTS & DEVELOPMENT INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

SHEET
1 of 1

PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA.
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INVITATION TO BID (ITB)
(OPEN DOMESTIC TENDER)

Published in CPP e-Procurement Portal (E-Tender ID 2019_MCF_455319_1) & Hosted at PDIL Website	ITB NO. : PVMM/19-20/E-11/101106	
	TYPE OF BID (For submission of bids please refer ITB Clause No.2.0 of Annexure-II)	TWO BID SYSTEM
	TYPE OF OPENING	PUBLIC
	BID ISSUE DATE	10.07.2019
	BID CLOSING DATE & TIME	22.07.2019 (15.00 Hrs.)
	UNPRICED TECHNO-COMMERCIAL BID OPENING DATE & TIME	23.07.2019 (16.00 Hrs.)
	PRICE BID OPENING DATE & TIME	To be intimated later.
	VENUE OF BID OPENING	PDIL, Vadodara
	EARNEST MONEY DEPOSIT (EMD)	Not Applicable
	DELIVERY/ COMPLETION PERIOD :	01(One) Month from the date of LOI/PO.

1.0 **PROJECTS & DEVELOPMENT INDIA LTD.**, a company registered under the Companies Act, 1956 having its registered offices at PDIL Bhavan, A-14, Sector-1, Noida-201 301, India (hereinafter referred to as PDIL or OWNER), a Govt. of India Undertaking under the administrative control of the Dept. Of Fertilizers, Ministry of Chemicals & Fertilizers. We, PDIL, Vadodara, Gujarat invites sealed bids in two parts under National Competitive Bidding from Domestic Bidders only, addressed to HOD (MM), for the under mentioned item subject to the 'Scope of Work' and 'Term & Conditions' enclosed herein.


SL.	DESCRIPTION OF JOBS/SERVICES	QUANTITY
A	SUPPLY OF CARRIER MAKE 5.5 TR DUCTABLE SPLIT AC Unit as mentioned below:	==
1.0	Supply, installation, testing and commissioning of BATTERIES (2 Volts/Cell) as per Sl. no. 1 to 5 of attached Technical Enquiry Specifications Doc. no. PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19 attached at Annexure-IV and Terms & Conditions mentioned at Annexure-III A & IIIC.	10 Nos.
B	BUYBACK OF OLD BATTERIES (HBL make) as mentioned below:	==
1.0	Dismantling, removal, loading & Transportation of OLD BATTERIES (HBL make) under Buyback, as per Sl. no. 6 of attached Technical Enquiry Specifications Doc. no. PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19 attached at Annexure-IV and Terms & Conditions mentioned at Annexure-III A & IIIC.	10 Nos.

2.0 The following enclosed documents are the part of ITB.

1.0	Pre Qualification Criteria (PQC)	ANNEXURE-I, Rev 0	Sheets-1
2.0	Instructions to Bidder- e Publish	ANNEXURE-II, Rev 0	Sheets-1 to 4
3.0	General Purchase Conditions (GPC)	ANNEXURE-III A, Rev 0	Sheets-1 to 3
4.0	Special Conditions of Contract (SCC)	ANNEXURE-IIIC, Rev 0	Sheets-1 to 2
5.0	Technical Enquiry Specifications Doc.No.PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19	ANNEXURE-IV, Rev.0	Sheets-3
6.0	Price Schedule (Submit Separately- in PRICE BID ENVELOPE)	ANNEXURE-V, Rev.0	Sheet-1
7.0	Checklist / Agreed Commercial Terms & Conditions (ACTC)	ANNEXURE-VI, Rev.0	Sheet-1
8.0	Declaration by Bidder	ANNEXURE-VII, Rev.0	Sheet-1
9.0	RTGS/NEFT Format For E-Payment	ANNEXURE-VIII, Rev.0	Sheet-1
10.0	Details Of Contractor / Company	ANNEXURE-IX, Rev.0	Sheet-1
11.0	Declaration by Bidder regarding Local Content- Not Attached	ANNEXURE-X, Rev.0	Not Attached

for and on behalf of
PROJECTS & DEVELOPMENT INDIA LIMITED

Bishwanath Banerjee
Chief Manager (MM)

	Pre Qualification Criteria(PQC) ANNEXURE – I	PVMM/19-20/E-11/101106/ANX-I	0
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Please refer the [Pre-Qualification Criteria \(PQC\)](#) which are given hereunder


- Bidder must have experience of having successfully completed similar works during last 03 (Three years) ending last day of the month previous to the one in which Tenders / Bids are invited.**

Definition of Similar works: Supply, installation, testing and commissioning of lead acid normal discharge performance type battery cells.

Required Document: The bidders are required to submit copy of Purchase Order / Completion Certificate/ Performance certificate documents towards proof of order executed duly self attested sign & stamp.

- Bidder must be authorized dealer/distributor of HBL/EXIDE/AMCO/AMARA RAJA make battery.**

Required Document: Bidder must submit copy of valid authorization certificate for dealership/distributorship duly self attested sign & stamp.

	INSTRUCTION TO BIDDERS (for e-published tenders) ANNEXURE – II	PVMM/19-20/E-11/101106/ANX-II	0
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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 <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 three (03) envelopes as below:

Envelope (A)

i. Earnest Money Deposit (EMD) as per Cl. 6.0 below. **(Not Applicable for this Tender).**

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies. **(Not Applicable for this Tender).**

ii. Format of Bank Details (RTGS) for on line payment, all the details duly filled in [Annexure-VIII](#).

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

- i. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.
- ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- iii. **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
- iv. Copy of [Check List / ACTC](#) enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- v. Photo copy of PAN card.
- vi. A Copy of valid GST registration certificate, [if applicable](#)
- vii. 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.

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 superscribed with our ITB No. and closing date of the bid and addressed to the under mentioned :

HOD(MM),
Projects & Development India Limited,
PDIL Bhawan, Samta, Subhanpura,
Vadodara-390023, Gujarat, India,
Email : bnbanerjee@wro.pdilin.com; kswaroop@wro.pdilin.com

	INSTRUCTION TO BIDDERS (for e-published tenders) ANNEXURE – II	PVMM/19-20/E-11/101106/ANX-II	0
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3.0 Opening of Bids

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

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.

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

5.0 Price Evaluation Criteria

5.1 Price Evaluation of Bids shall be done considering the quoted prices by the bidder in the Price Schedule/Schedule of rates i. e Annexure-V along with taxes and duties, on overall lowest bidder considering the [Input TAX Credit \(ITC\) benefit, wherever applicable to PDIL.](#)

5.2 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.

5.3 **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs):** Benefits shall be extended to bidder under the Policy as per guideline issued by Ministry of MSME's Order dt.23.03.2012 issued vide Gazette Notification no.503 dt.26.03.2012 and related subsequent circulars for Public Procurement Policy for Micro & Small Enterprises (PPP for MSE), shall be applicable subject to submission of copy of valid/active Udyog Aadhaar Memorandum / Registration Certificate.


5.4 **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017:** Benefits shall be extended to bidder under the Policy as per guideline issued by DIPP's Order No.P-45021/2/2017-B-E-11 dt.15.06.2017 and Revision Order No.P-45021/2/2017-PP (BE-II) dt.28.05.2018 and related subsequent circulars for Public Procurement Preference to Make in India (PPP to MII), shall be applicable. **Minimum Local Content shall be 50% for this tender.** The bidder shall provide a declaration in the attached Format ([Annexure-X](#)) that the item offered meets the minimum local content as specified in tender and shall give details of the location(s) at which the local value addition is made. *In case the total quoted price (excluding GST) is up to Rs.10 crore the bidder is required to provide self-certification and In case the total quoted price (excluding GST) is more than Rs.10 crore, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies) (This tender is invited from Domestic bidders only considering the above MII-Order-2017).*

5.5 In case a bidder is eligible for seeking benefit under the Policy of PPP to MII-Order-2017 as well as PPP for MSE-Order-2012, then the bidder should categorically seek benefits against one of the two only i.e. either PPP to MII-Order-2017 OR PPP for MSE-Order-2012 policy. The option once exercised cannot be modified subsequently.

5.6 In case of participation of MSEs Vendor and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy and accordingly allocation/award of order will be made.

5.7 PART/SPLIT ORDER is "Not Applicable", hence, Evaluation shall be carried out on Overall basis and Ministry of MSME's Office Memorandum F.No.22 (1)2012-MA, dtd.24.10.2016 under Sl.21 of FAQ with reference to MSEs Order 2012 shall be considered, where the bidder fulfilling the requirement of MSEs Order 2012.

5.8 Please note that benefits against clause no.5.3 above with reference to MSEs Order 2012, shall be applicable as per Ministry of MSME's Office Memorandum F.No.22 (1)2012-MA, dtd.24- October-2016 under Sl.18 of FAQ.

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6.0 Earnest Money Deposit (EMD) (Not Applicable for this tender)

Earnest money deposit ~~Rs. / (Rupees Only)~~ shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/Nationalized Bank in favour of 'Projects & Development India Ltd.' ~~Payable at Vadodara~~ ~~Quotation/Bid without EMD may not be considered.~~ However, NSIC/MSEs registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 ~~EMD shall be refunded:~~

- ~~• To the unsuccessful bidders after acceptance of order by the successful bidder(s).~~
- ~~• To the successful bidder(s) after deposition of Security money/ confirmation by the Bank for the Security cum Performance Guarantee submitted by bidder.~~
- ~~• No interest shall be payable on EMD.~~


6.2 ~~EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:~~

- ~~— a) If a bidder withdraws his bid during the period of bid validity specified by the bidder
_____ OR~~
- ~~— b) In the case of successful bidder, if the bidder fails to accept the order
_____ OR~~
- ~~— c) If a bidder is found to have furnished Mis representation or wrongful declaration/ presentation _____ of qualifying data and other facts in their Bid~~


7.0 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.

- 8.0** 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.
- 9.0** 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.
- 10.0** 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.
- 11.0** 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.
- 12.0** 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.

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- 13.0 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.
- 14.0 **SITE VISIT** : **If needed**, Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to: [Smt. Vandana Parashar, Dy.CE & HOD \(Electrical\), Projects & Development India Limited, Vadodara. Phone: 0265-2388418-21 \(Extn:350\) FAX: 0265-2388398/99, Email: vparashar@wro.pdilin.com](mailto:vparashar@wro.pdilin.com)
- 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 reserves 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 HOD(MM),
Projects & Development India Limited,
PDIL Bhawan, Samta, Subhanpura,
Vadodara-390023, Gujarat, India,**
- 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 PDIL, please visit our website <http://www.pdilin.com>

	GENERAL PURCHASE CONDITIONS (GPC) ANNEXURE - IIIA	PVMM/19-20/E-11/101106/ANX-IIIA	0
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1.0 Scope of Purchase Order (P.O)

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.

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

FOR PDIL duly delivered including risk in transit, installed and accepted at PDIL, Vadodara.

4.0 Taxes and duties (To be read in conjunction with SCC)

- 4.1 Rate of **Goods & Service Tax (GST)**, should be indicated in the 'Price Schedule' and which shall be paid as extra.
- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled 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 Input Tax Credit in respect of GST.
- 4.4 PDIL shall provide E-way bill 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 (To be read in conjunction with SCC)

~~The delivery of the Equipment and/or Spares including Installation, testing, commissioning, if any, at PDIL, shall be completed within _____ from the Effective date of P.O.~~

~~alternatively~~

The Delivery/Completion of Job, at PDIL,Vadodara Office, shall be completed within **1 (One) Month** from the Effective date of P.O. (***For Detail Refer SCC Clause 5.0***).

7.0 Payment Terms (To be read in conjunction with SCC)

- 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.~~

~~alternatively~~

- 7.1.1 100% payment (***after adjusting buyback amount***) for **Supply of NEW BATTERIES** shall be released within 30 days of receipt and acceptance of materials/spares, duly certified by the Engineer-in-charge of PDIL, on the invoice.
- 7.1.2 Successful bidder shall raise invoice for Supply of NEW BATTERIES (2 Volts/Cell), only without indicating buyback portion as the invoice for buyback of old BATTERIES shall be separately raised by PDIL on bidding.

	GENERAL PURCHASE CONDITIONS (GPC) ANNEXURE - IIIA	PVMM/19-20/E-11/101106/ANX-IIIA	0
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- 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. The mode of Payment is generally E-Payment through RTGS/NEFT. To facilitate the same, Successful Bidder to fill up the required details in the format for E-Payment ([Annexure-VIII](#)) and submit the same alongwith EMD in Envelope-A.
- 7.4 [As per Ministry of Finance \(Department of Revenue\) Circular No.65/39/2018-DDO, dtd.14.09.2018, TDS @2% under GST](#), shall be deducted from Contractor's bills for the [Order Value 2.5 Lacs or More](#) and a certificate towards this deduction shall also be issued to the Contractor.
- 7.5 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/ Guarrantee

- 8.1 Battery shall have OEM Warrantee/ Guarantee Period minimum 24 Months from date of supply. Refer [Clause No.7 of Technical Specification Doc.No.PVEL-TS-8001-ADD](#), Rev.0 dt.08.07.19.

9.0 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.

- 9.1 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 ≥ 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.

- ~~9.2 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).~~

- 9.3 No interest shall be payable on Security-cum-Performance Guarantee /Security Deposit.
- 9.4 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.
- 9.5 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.


10.0 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).

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

	GENERAL PURCHASE CONDITIONS (GPC) ANNEXURE - IIIA	PVMM/19-20/E-11/101106/ANX-IIIA	0
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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.

	SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC	PVMM/19-20/E-11/101106/ANX-IIIC	0
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1.0 SCOPE OF JOB :

- 1.1 Supply, Installation, testing and commissioning of **NEW BATTERIES, 2Volts/Cell** under Buyback, as per Technical Enquiry Specifications (Doc. No. PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19) attached as Annexure-IV with this ITB.
- 1.2 Buyback of **OLD BATTERIES(HBL make)** on as is where is basis as per SI no. 6 of Technical Enquiry Specifications (Doc. No. PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19) attached as Annexure-IV with this ITB.

2.0 PRICE BASIS :

- 2.1 Bidders shall quote **Unit Prices and Total amount for NEW BATTERIES(2Volts/Cell) duly Installed at PDIL, Vadodara office basis** including all charges, taxes & duties **EXCEPT GST** against SI no.1 of Price Schedule. **Nothing Extra shall be paid apart from applicable GST.**
- 2.2 **Bidders shall quote unit prices and Total amount for BUYBACK of Old BATTERIES (HBL Make) on as is where is basis.** Applicable GST shall be charged by PDIL on invoiced raised to successful bidder. It shall be bidder's responsibility to lift the buyback items from PDIL office.

3.0 DISCREPANCIES IN QUOTED PRICES/ OTHER ISSUES: The prices must be written both in figures and words. Unit prices shall be considered correct in the event of any discrepancy with regard to total price. In the event of difference, prices written in words shall be valid & binding. If the bidder has submitted prices in the price schedule & also on their own letter head/format, the prices written in the Price Schedule shall be considered valid & binding, in case of any discrepancy. In case of submitted Price Bid does not contain Bidder's name/Official Seal, Unsigned shall be considered incomplete with reference to requirement of ITB clause 2.0- Envelope(c)-Price Bid of Anx.-II (Instruction to Bidder), may lead rejection of submitted Price Bid.

3.1 In case Price bid is submitted by Bidder copying the price schedule format and missed out/changed any text which conflicts to PDIL's prescribed format, PDIL reserve the right to consider the bidder's submitted Prices ONLY for the text details indicated in the Price Schedule (Annexure-V) with reference to the confirmation against Unpriced Schedule.

3.2 Besides, the PDIL's standard procurement procedure shall prevail on any other issues.

4.0 GOODS & SERVICE TAX (GST):

4.1 GST on Supply of NEW BATTERIES: EXTRA as applicable as per GST law against GST Registration Number Only. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) in Price & Unpriced Schedule and enclose copy of GST registration certificate alongwith unpriced offer.

4.1.1 In case, PDIL is eligible to avail Input TAX Credit (ITC) against-payment of GST, the credit amount will be considered while evaluating the price to arrive at the net landed cost for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit. **TDS@2% under GST shall be applicable with reference to GPC clause 7.4.**

4.2 GST on Buyback of Old BATTERIES : EXTRA as applicable as per GST law, shall be to buyers account.

4.3 Bidders have to ensure that they should file the Tax return on time to avail input Tax credit by PDIL.

4.4 Imposition of any new taxes & duties and changes in quoted taxes & duties after issuance of LOI/PO by statutory authorities during contractual period shall be considered against documentary evidence.


5.0 DELIVERY / COMPLETION PERIOD: 01 (One) Month from date of PO/LOI whichever is earlier.

5.1 **Consignee for Supply Items:** Dy.CE & HOD (Electrical), PDIL, Vadodara.

5.1.1 **Inspection:** Supplied Items will be inspected on receipt at our office **by authorised personnel of Electrical Department for acceptance.** The Supplier must ensure supply of ordered items as per quantities and specifications specified in purchase order to avoid rejection.

5.1.2 **Rejection :** In the event of rejection of **Supplied Materials**, the same must be replaced by supplier immediately, on intimation from consignee. In the event of lack of response from supplier, Purchaser do reserve the right of alternate procurement at supplier's risk and cost and or forfeit Security Deposit.

5.2 **Contact Person / Engineer-In-Charge for Buyback/Old BATTERIES:** Old BATTERIES shall be handed over by **HOD (Electrical) or his/her authorized representative** after supply of new BATTERIES as per order. Dismantling, removal, loading and transportation of buyback items shall be arranged by bidder with complete responsibility for lifting of items from PDIL.


	SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC	PVMM/19-20/E-11/101106/ANX-IIIC	0
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6.0 PAYMENT TERMS:

- 6.1 Payment terms shall be as per [clause no. 7.0](#) of GPC (Annexure-IIIA) of ITB.
- 6.2 If you are eligible/entitled for any privilege/benefit under any statutory body/act/law like MSMED Act 2006 for MICRO/MEDIUM/SMALL Scale Company etc, please submit the valid documentary evidence and clearly indicate in your offer.

7.0 PERFORMANCE SECURITY DEPOSIT (for Supply of New Batteries):

- 7.1 Security cum Performance Guarantee/ Security Deposit shall be applicable for contract value more than Rs. 2.00 lac. **In such case Successful bidders are required to submit Security Deposit for an amount equivalent to 10% of P.O value** shall be submitted within 15 days of issuance of order in the form of Demand Draft (DD)/Banker's Cheque in favour of **"Projects and Development India Ltd" payable at Vadodara**. The same shall be valid to cover contract period.
- 7.2 In the absence of submission of Security cum Performance Guarantee/ Security Deposit, the equivalent amount shall be adjusted from the bills.
- 7.3 No interest shall be payable on Security cum Performance Guarantee /Security Deposit.
- 7.4 PDIL, however, reserves the right to en-cash/ forfeit the Performance Guarantee / Security Deposit, if the Supplier fails to execute the order and/or abide by all the terms and conditions of the order.
- 7.5 Security deposit shall be refunded after 30 days of completion of Contract 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.
- 8.0 In case of an irreconcilable conflict between General Purchase Conditions, Special Conditions of Contract, terms specified in Special Conditions of Contract shall prevail.

	PROJECTS & DEVELOPMENT INDIA LTD	PVEL-TS-8001-ADD	0
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ANNEXURE-IV

TITLE

**TECHNICAL SPECIFICATION FOR SUPPLY, INSTALLATION, TESTING
AND COMMISSIONING OF LEAD ACID TUBULAR NORMAL
DISCHARGE PERFORMANCE TYPE BATTERY
AT PDIL BHAVAN, VADODARA.**

PREPARED BY


**M/s PROJECTS & DEVELOPMENT INDIA LIMITED
Western Regional Office, Vadodara**

0	08.07.2019	08.07.2019	ISSUED FOR ENQUIRY	RAM	VP	VP
REV	REV DATE	EFF DATE	PURPOSE	PREPD	REVWD	APPD

FORM NO: 02-0000-0021F1 REV2

Z:\misc\electrical\ramkumar\PDIL OFFICE\BATTERY\HBL 30.05.16 to 29.05.18 Battery\NEW Battery\SPECIFICATION FOR ADDITIONAL BATTERIES JULY 2019.doc\cmp0010

All rights reserved

	TECHNICAL SPECIFICATION FOR BATTERY	PVEL-TS-8001-ADD	0
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GUIDE LINE TO MANUFACTURER / BIDDER

1. Supply, Installation, testing & Commissioning of Battery, 2 volts/cell, under buyback for battery backup for 40 KVA UPS at PDIL office, samta, shubhanpura, Vadodara. Batteries shall be supplied in original packing from OEM.

1.1 Bidder shall quote similar type of batteries, which is to be compatible to the existing batteries for better performance of UPS, as these batteries are to be connected to the existing battery bank and batteries shall be supplied with electrolyte & in fully charged condition. Replacement/ installation of new batteries in place of existing batteries for battery backup for UPS shall be in bidder's scope including all the required accessories, cost of labour & services etc. The scope of work also includes Dismantling, removal, loading & transportation of old batteries.

2. The details of existing battery banks:-

Make: - M/s HBL Nife Power System
 Model No: - T400 NDP
 AH Rating: - 400 AH
 No. of Cells: - 120 cells of 2 Volts (240 Volts)
 Type of Battery: - Lead acid normal discharge performance type battery.
 Year of Installation: - 2005
 Nos. Of cells for replacement: - 10 Nos.


3. Bidders may visit PDIL Bhavan, Vadodara for physical inspection and to collect the required detail of existing batteries (battery type, rating, size, etc.) as well as to ascertain the work involved for the job before submitting the bid. Bidder shall submit their offer accordingly. In case Bidder does not do so, **it will be understood that Bidder is very well conversant with the tendered scope of job and in case of order any difficulty arises due to this shall be solved by Bidder alone in terms of time and money.**

4. All the batteries shall be of one make only; different make batteries shall not be accepted

5. The batteries covered by this specification are a very important source of power supply for office automation and hence should be of high quality and reliability.

6. Bidder shall quote **buy back** price for HBL make batteries (10 Nos.) to be replaced as is where is basis. Presently it is in line with 40kVA UPS system and is in service.

(Handwritten Signature)

	TECHNICAL SPECIFICATION FOR BATTERY	PVEL-TS-8001-ADD	0
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7. Bidder shall note that the supplied battery shall have OEM warrantee / guarantee minimum 24 months of the date of supply.
8. Following Drawings & Documents shall be submitted for approval;
- Data sheet/ Technical Particulars
 - Dimensional drawings of the cell.
9. Following Drawings & Documents shall be submitted for reference/ records.
- Operation and maintenance instructions manual
 - Type Test Certificates
 - Acceptance Test Certificates
 - Guarantee/Warrantee certificates
10. Other terms & conditions shall be as per ITB.

Authentic



PRICE SCHEDULE ANNEXURE - V

PVMM/19-20/E-11/101106/ANX-V

0

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Name of Bidder _____

Offer No. _____

TABLE - A : SUPPLY OF BATTERIES(2 VOLTS/CELL)

SL. NO.	ITEM DESCRIPTION	HSN CODE	QUANTITY (Nos.)	Unit Basic Price (₹)	TOTAL BASIC PRICE (₹)	GST (%) Extra
1	2	3	4	5	6	7
A	SUPPLY OF Batteries as mentioned below:	=	=	=	=	=
1.0	Supply, Installation, testing and commissioning of NEW BATTERIES(2Volts/Cell) with 24 Months OEM Warrantee/Guarantee from the date of supply, as per Technical Enquiry Specifications Doc. no. PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19 attached at Annexure-IV and Terms & Conditions mentioned at Annexure-III A & IIIC.	_____	10	In Figure ₹ _____ In Words ₹ _____	In Figure ₹ _____ In Words ₹ _____	Extra @ _____%

TABLE - B : BUYBACK OF OLD BATTERIES(HBL Make)


SL. NO.	ITEM DESCRIPTION	HSN CODE	QUANTITY (Nos.)	Unit Basic Price (₹)	TOTAL BASIC PRICE (₹)	GST (%) Extra
1	2	3	4	5	6	7
B	BUYBACK OF OLD AC as mentioned below:	=	=	=	=	=
1.0	Buyback Price of Old BATTERIES (HBL Make) , on as is where is basis considering dismantling, removal, loading & Transportation of the same as per Technical Enquiry Specifications Doc. no. PVEL-TS-8001-ADD, Rev.0 Dt.08.07.19 attached at Annexure-IV and Terms & Conditions mentioned at Annexure-III A & IIIC.	_____	10	In Figure ₹ _____ In Words ₹ _____	In Figure ₹ _____ In Words ₹ _____	Extra as applicable on Buyer's account.

SPECIAL NOTES:

- Bidder shall quote Unit Basic Price & Total Basic Price in Rupees in Figures and Words inclusive of all charges, taxes & duties, **EXCEPT GST. GST shall be Extra as applicable, Bidder shall indicate present applicable GST % in Unpriced and Priced Schedule against ITB NO. PVMM/19-20/E-11/101106.**
- Evaluation shall be done based on quoted prices, applicable GST and Input Credit as well as quoted buyback amount. (i.e. Price for item sl.A-1.0 minus Price for item sl. no.B-1.0)
- We confirm acceptance of all terms & conditions (GPC-Annexure-III A & SCC-Annexure-III C) as per ITB.
- We confirm that the Clause 3.0 & 3.1 of SCC also taken care during submission of above Price Bid.

Date : _____

AUTHORISED SIGNATORY WITH OFFICIAL SEAL.


	AGREED COMMERCIAL TERMS & CONDITIONS(ACTC) / CHECKLIST ANNEXURE-VI	PVMM/19-20/E-11/101106/ANX-VI	0
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This ACTC should be duly filled and to be **uploaded** alongwith unpriced offer:

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE
1.0	BIDDER'S NAME & ADDRESS with Telephone & FAX no., Name of Contact Person, Email ID	
1.1	BIDDER'S OFFER NO. & DATE	
2.0	Confirm Submission of Earnest Money Deposit OR MSME/NSIC document as per Clause 2.2 of Annexure-II of ITB.	NOT APPLICABLE
3.0	Confirm submitted all the relevant documents as per requirement of Annexure-I, in respect of PQC.	
4.0	Confirm submitted Price Bid in PDIL's Price Schedule Format as per ITB requirement for Supply of BATTERY (SI.A) and Buyback BATTERY(SI.B)	
4.1	Confirm submitted Price Confirmation Copy (Unpriced Schedule) - A copy of Priced offer(Annexure-V), 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 along with un-priced techno commercial bid.	
5.0	Confirm acceptance of TECHNICAL ENQUIRY SPECIFICATIONS & Terms & Conditions as per Annexure-IV of ITB.	
6.0	Confirm acceptance of Commercial Terms & Conditions of ITB as per GPC (ANNEXURE-IIIA) and SCC (Annexure-IIIC).	
7.0	COFIRMATION OF FOLLOWING TERMS AND CONDITIONS:	=====
7.1	Confirm PRICE BASIS – FIRM PRICES and FREE DELIVERY and Duly Installed AT PDIL, Vadodara. No extra payment shall be made for freight and transit insurance	
7.2	GST for Supply of NEW BATTERIES shall be Extra as Applicable as per law. Indicate Present applicable rate in percentage (%)	Extra SGST@ ___%+ CGST@ ___% OR IGST Extra @ ___%
7.2.1	Indicate HSN Code for tendered item	
7.2.2	GST For Buyback of OLD BATTERIES, Extra as applicable, as per GST Law, shall be to buyers account. Please confirm.	
7.2.3	PDIL shall avail Input Credit against payment of GST and The amount of input credit to PDIL will be considered while evaluating the price for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit. Further, TDS@2% under GST shall be applicable. Please Confirm.	
7.2.4	Indicate GST REGISTRATION No. (Enclose copy of Certificate)	
7.2.5	In Case GST is not applicable, Confirm that you are not coming under the purview of GST Registration.	
7.3	Confirm acceptance of PAYMENT TERMS AS PER ITB.	
7.4	Indicate PAN Card No. (Enclose copy)	
7.4.1	In Case submitted PAN card is in Individual name, Please Confirm that the person whose name is indicated on PAN card is "SOLE PROPRIETOR" of the company and note that income from the subject contract shall be under the indicated PAN No.	
7.5	Confirm acceptance of DELIVERY / COMPLETION PERIOD as per ITB.	
7.6	Confirm acceptance of PRICE REDUCTION CLAUSE as per ITB for delayed delivery.	
7.7	Confirm PERFORMANCE SECURITY AS PER ITB	
7.8	Confirm acceptance of VALIDITY of Offer (90 Days from technical Bid opening date)	
7.9	Confirm acceptance of Split Order with regard to compliance of PPP for MSE-Order-2012 and PPP to MII-Order-2017.	NOT APPLICABLE
7.10	In case you are MSE (as per PPP for MSE-Order-2012) as well as Local supplier (as per PPP to MII-Order-2017). Indicate your choice (√) for availing benefits of purchase preference under any one of the policies. The option once exercised cannot be modified subsequently.	<input type="checkbox"/> PPP for MSE-Order-2012 <input type="checkbox"/> PPP to MII-Order-2017
7.11	CONFIRM THAT The invitation to Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder while submitted their offer.	
7.12	It is confirmed that in case any of the TERMS & CONDITIONS mentioned in this Summary are at variance with those indicated anywhere else in our offer, the conditions indicated in this summary shall prevail.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal

 पी डी आई एल PDIL	DECLARATION BY BIDDER ANNEXURE – VII	PVMM/19-20/E-11/101106/ANX-VII	0
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(To be submitted on Bidder's Letterhead as per below performa)

DECLARATION

To,
Projects & Development India Ltd.,
Vadodara-390023

Subject : ITB No. _____ Dt. _____

Sir,

We hereby declare that M/s _____ is neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution.

Signature:

Name:

Designation:

Seal of the Bidder:

	RTGS/NEFT FORMAT FOR E-PAYMENT ANNEXURE – VIII	PVMM/19-20/E-11/101106/ANX-VIII	0
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Date:

To,

Projects & Development India Ltd.
PDIL, Bhawan, Samta, Subhanpura,
Vadodara-390 023.
Gujarat.

Dear Sir,

With reference to your letter/E-mail, we hereby agree to accept the payment of our bills through "EFT/RTGS/Internet". The bank account details are as given below:

1	Beneficiary's Name	
2	Name of the Bank (to which payment should be sent)	
3	Branch name	
4	Address of the Branch	
5	STD Code No. and Telephone no. of Branch	
6	Branch Code	
7	9 digit code no. of Bank & Branch as appearing on the MICR cheque (copy of cancelled cheque must be enclosed.)	
8	Bank account number (As appearing on the cheque book)	
9	Account type (SB/CA/CC)	
10	Branch IFSC Code (Applicable only for RTGS payments)	
11	Copy of blank cancelled cheque or photocopy of a cheque for verifying the accuracy of the 9digit code number to be enclosed.	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete.


(Signature of Account Holder)
Seal of the Vendor

Encl : Cancelled Cheque No.

**** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (PDIL vendor) is maintained at our bank branch .

(Name of Bank & Branch)
Authorized Signatory

**** Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to PDIL office.

	DETAILS OF CONTRACTOR / COMPANY (for updating Award of Contract at CPP Portal ANNEXURE – IX	PVMM/19-20/E-11/101106/ANX-IX	0
		DOCUMENT NO	REV
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In Case of Order, the contractor shall provide the below information [for updating Award of Contract at CPP Portal \(e-publishing\)](#), without fail.

SI	PARTICULARS	BIDDER'S COMMENTS
1.0	CONTRACTOR'S/COMPANY NAME	
2.0	CONTACT PERSON	
3.0	CONTACT PERSON'S DATE OF BIRTH	
4.0	COMPANY'S REGISTRATION NO.	
5.0	COMPANY'S REGISTERED ADDRESS	
6.0	COMPANY'S ESTABLISHMENT YEAR	
7.0	COMPANY'S NATURE OF BUSINESS With regard to Tendered Item	<input type="checkbox"/> MANUFACTURER
		<input type="checkbox"/> SERVICE PROVIDER
		<input type="checkbox"/> TRADER
8.0	COMPANY'S LEGAL STATUS (TICK ✓ appropriate option)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> UNDERTAKING
		<input type="checkbox"/> JOINT VENTURE
		<input type="checkbox"/> PARTNERSHIP
		<input type="checkbox"/> OTHERS
9.0	COMPANY CATEGORY (TICK ✓ appropriate option)	<input type="checkbox"/> MICRO
		<input type="checkbox"/> SMALL
		<input type="checkbox"/> MEDIUM
		<input type="checkbox"/> ANCILLARY UNIT
		<input type="checkbox"/> PROJECT AFFECTED PERSON OF THIS COMPANY
		<input type="checkbox"/> SSI
		<input type="checkbox"/> OTHERS
10.0	With reference to GOI Gazette Notification No.503 dt.26.03.12, Please confirm whether you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and submit documentary evidence in this respect.	
11.0	Further to Above, If you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and OWNED BY SC/ST ENTREPRENEURS, please confirm and submit documentary evidence issued by government authority in this respect.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal