



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
Fax - 01202529801/2541493
GSTIN No: 09AABCP1722G1ZP
CIN:U74140UP1978GO1028629

INVITATION TO BID

To :
Open Vendor

ITB Number	11/PNMM/E/4708/2017-18/100978
Type of Bid	Two part
Type of Opening	Public Opening
Date of Issue	05.01.2018
Bid Closing Date	15-01-2018 Time : 11:30:00 AM
Tech. Bid Opening Date	16-01-2018 Time : 3 :30:00 PM
Price Bid Opening Date & Time	TO BE INTIMATED LATER.
Venue of Bid Opening	PDIL BHAWAN, A-14,SEC-1, NOIDA
Earnest money Deposit	NOT APPLICABLE.
Tenure/Periodicity of Contract	03(THREE)YEARS FROM 07.02.2018

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 bids in two part in sealed covers, addressed to Addl. General Manager & HOD (MM), for the under mentioned Insurance Policy to the 'Scope of Policy' and 'Term & Conditions' enclosed herein.

SL. No.	Material/HSN Code/ SAC Code	Description	Quantity	Unit
10	/ 995469	Director and Officers Liability Policy	1	AU

Enclosure:

- 1)Annexure-I:Pre-QualificationCriteria.2)Annexure-II: Instruction to Bidders
- 3)Annexure III : General Conditions of Contract.4)Annexure-IV: Scope of Policy. 5)Annexure-V : Schedule of Rate.
- 6) Annexure-VI : Check List.7)Annexure VII : Format for details of payment.8)Annexure VIII : Declaration

For & on behalf of
Projects&Development India Ltd.

(P.R. Sahu)

Addl. General Manager (MM)

Sub.: Engagement of Insurance Company for providing Directors and Officers Liability Insurance Policy for PDIL.

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Sub.: Engagement of Insurance Company for providing Directors and Officers Liability Insurance Policy for PDIL.

PRE-QUALIFICATION CRITERIA (PQC)

1. The Bidder (Insurance firm) must be registered with IRDA (Insurance Regulatory & Development Authority).
2. The Bidder(Insurance firm) must have served at least one organization during the last 7 years for Director and Officers liability Policy having value not less than Rs.4.0 Cr.

The Bidder (Insurance Firm) must provide relevant documents, in support of above qualification criteria along with their Bid.

INSTRUCTION TO BIDDERS

- 1.0 A bidder who meets the Pre-Qualification Criteria (PQC) 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 respect 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 envelopes as detailed 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' as per Annexure-I, attached.
- b. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexure duly filled in.
- c. **Price Confirmation Copy** - 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 applicable rate of GST shall be submitted.
- d. Copy of Check List as Annexure-VI enclosed, duly filled by the bidder making all the points clear and not leaving any voids.
- e. Photo copy of PAN card.
- f. Copy of GST registration certificate of your company.
- g. Any other document as per the requirement specified in the ITB

Envelope (B): Price Bid, Schedule of Rate (Annexure-V) with quoted rate 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
 Tel: 2529842/43 (Extn. 343)

3.0 Bidder should ensure to fill in the rates in the format as per Schedule of Rates Incomplete Schedule of Rates 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 Schedule of Rates i.e. Annexure-V along with taxes and duties, on overall lowest bidder considering the input Tax credit benefit to PDIL.

Annual premium rate shall be quoted both in figure (Rs.) and word, as per the Schedule of Rates i.e. Annexure-V and shall be the same. In-case of discrepancy / mismatch between the two, the rate as quoted in word shall be considered.

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.

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 if any 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 **SITE VISIT:** Not applicable.
- 16.0 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.
- 17.0 PDIL reserves the rights to assess bidder's capability and capacity to perform the contract.
- 18.0 Bids must be submitted on or before the closing date and time well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.
- 19.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

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

Shall be as per Scope of Policy as Annexure-IV enclosed

2.0 Firm Price

Annual premium rate to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period i.e. for Three (03) years commencing from 07.02.2018 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

Directors and Officers Liability Insurance Policy for PDIL for the period of Three (03) years commencing from 07.02.2018 including extended period, if any,

4.0 Taxes and duties

- 4.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) along with corresponding HSN / SAC Code and enclose a copy of GST registration certificate along with the un-priced offer.

PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set off.

Bidders have to ensure that they should file the Tax return on time to avail input Tax credit, else the same shall be deducted from EMD/Security Deposit/ Bill(s).

- 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 execution, 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 completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

- 5.0 **Effective date of Contract/ P.O:** 07.02.2018.

- 6.0 **Period of Contract:** Three (03) Years from the effective date of Contract with a provision of renewal on yearly basis.

7.0 Payment Terms :

Payment of Premium shall be made on Annual Basis. Annual Premium shall be paid in the start of the coverage period.

7.1 Tax deduction at source

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

8.0 **Security Deposit:** Not Applicable

9.0 **Price reduction clause:** Not Applicable.

10.0 **Insurance:** Not Applicable.

11.0 **Statutory obligation and Safety Rules (For AMC/ ARC) :** Deleted

12.0 **Termination**

If the service provider breaches any terms of the contract including failure to perform service in time, it will amount to failure on the part of service provider. In this situation, PDIL reserve the right to terminate the contract at any time by giving 15 days notice and the service provider shall refund the existing part of the insurance premium on pro rata basis except for the employee, for whom the claim has already been lodged.

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 Contractor 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 Order shall be deemed to have been entered into at Noida and all cases of action in relation to the order shall, therefore, be deemed to have been assigned within the jurisdiction of Gautam Budh Nagar (UP) and venue of arbitration shall be Noida.

SCOPE OF POLICY

DIRECTORS AND OFFICERS LIABILITY POLICY FOR PDIL

The Insurance Service Provider (Duly Registered with IRDA) should provide DIRECTORS AND OFFICERS LIABILITY POLICY FOR PDIL for a period of three years. Premium shall be paid on annual basis and accordingly policy may be issued on annual basis. Under the said scheme four Directors are covered – 2 nos. Independent Directors and 2 nos. Govt. Nominee and the Sum Assured of the policy is Rs. 5 (Five) Crores.

SCHEDULE OF RATEITEM: **Engagement of Insurance Company for providing Directors and Officers Liability Insurance Policy for PDIL.**

NAME OF THE INSURANCE COMPANY: _____

Sl. No.	Particulars	Item 'SAC' Code	Rate	
			In Word	In Figure
1.	Basic Annual premium rate for Rs.5 (Five) Crore (including stamp duty as applicable)		Rupees.....	Rs.
1.1	GST Extra. (Bidder to indicate present applicable rate in %age.)		@% Extra.	

Note:

- i. Validity of the ARC will be for a period of three(03) years with a provision of renewal on yearly basis
- ii. Bidders are required to quote the rate as per above format indicating present applicable rate of GST in percentage.
- iii. The quotation/price bid does not include any brokerage/agency/consultancy charges
- iv. An unpriced copy of this "Schedule of Rate" keeping price blank (hiding the price) and in place indicating "Quoted" or "√", against the enquired item and applicable rate of GST, duly signed & stamped must be submitted along with un-priced techno-commercial bid (Envelope 'A') as price confirmation.
- v. Bidders are required to quote the Annual premium rate both in figure (Rs.) and word, as per the above Schedule of Rates and shall be the same. In-case of discrepancy / mismatch between the two, the rate as quoted in word shall be considered

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Seal of the company

CHECK LIST

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)
NAME OF BIDDER:

OFFER NO.:

ITEM: Engagement of Insurance Company for providing Directors and Officers Liability Insurance Policy for PDIL.

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS / √
1.	<u>Price Basis</u> : Directors and Officers Liability Insurance Policy for PDIL for the period of Three (03) years commencing from 07.02.2018 including extended period, if any	Confirmed
1.1	<u>Firm Price</u> : Annual premium rate to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period i.e. for Three (03) years commencing from 07.02.2018 including extended period, if any, as per Cl. No. 2.0 of Annexure-III enclosed.	Confirmed
2.	<u>Payment Terms</u> : Payment of Premium shall be made on Annual Basis. Annual Premium shall be paid in the start of the coverage period.	Accepted
3.	<u>Period of Contract</u> : Three (03) Years from 07.02.2018 with a provision to renewal on yearly basis	Confirmed
4.	<u>Validity</u> : Shall be 90 days from date of opening of technical bids Bid. As per Clause 8.0 of Annexure-II of ITB	Confirmed
5.	<u>Price Confirmation Copy</u> - 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 applicable rate of GST, shall be submitted along with Un-priced Techno Commercial BID.	Submitted
6.0	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate.	YES / NO.
6.1	Whether the M S E Company is owned by SC / ST	(YES / NO.)
7.0	Photocopy of PAN card	Submitted
8.0	Copy of GST registration certificate.	Submitted
9.0	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.	To confirm
10.0	Name, Designation, Telephone Nos. & Fax No. of Contact Person for this Enquiry.	

It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.

Signature of Authorised Signatory: _____

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)	GST 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:.....

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

DECLARATION

To ,

Projects and Development India Ltd.

Noida – 201301

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.