



Projects & Development India Limited

(A Govt. of India Undertaking)

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GSTIN No: 09AABCP1722G1ZP

CIN:U74140UP1978GO1028629

INVITATION TO BID

	ITB Number	11/PNMM/E/4709/2017-18/100976
	Type of Bid /	Two Part /
	Opening	Public Opening
	Date of Issue	09.01.2018
	Bid Closing Date	23-01-2018 Time : 11:30:00 AM
	Tech. Bid Opening Date	24-01-2018 Time : 11:30:00 AM
	Price Bid Opening Date & Time	TO BE INTIMATED LATER
	Venue of Bid Opening	PDIL BHAWAN, NOIDA
	Earnest money Deposit	RS. 7,50,000/-
	Tenure/Periodicity of Contract	AS PER CLAUSE 6.0 OF GCC

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals and Fertilizers. PDIL invites e-bid thro' CPP Portal for under mentioned job subject to terms and conditions enclosed.

10	995469	RC for providing Technical Manpower Diploma /	1	AU
		Degree Engrs. at PDIL & any of PDIL offices / Project Sites in all over India		

For & on behalf of
Projects & Development India Ltd.,,

P.R. SAHU
Addl. General Manager & HOD (MM)

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ANNEXURE-I**Rate Contract for providing Technical Manpower (Diploma / Degree Engineers) at PDIL & any of PDIL offices / Project Sites located in all over India****PQC PRE QUALIFICATION CRITERIA (PQC)**

1. Bidders should have the experience of satisfactory execution of similar type of assignments for providing Technical manpower i.e. Diploma Engineer / Degree Engineer in any Institutions/ Organization/ Industry/ PSU/ Corporate Sectors/ Banks/ Govt. office/ Company during last 7 (seven) Years:

A. Diploma Engineer in various Engineering Disciplines i.e. Mechanical, Civil, Instrumentation, Chemical, Electrical, Fire & Safety and Computer as per the approved requirement.

B. Degree Engineer in various Engineering Disciplines i.e. Mechanical, Civil, Instrumentation, Chemical, Electrical, Fire & Safety and Computer as per the approved requirement.

To meet the above criteria, bidders are required to submit proof copy (duly signed & stamped) of each of the following documents:

- a) Completion / Experience Certificate satisfying the proof of experience in respect of duration and value.
- b) Work Order/ Rate Contract/ Agreement.

2. **Experience Criteria (as per the value of work mentioned below) :**

The Bidder must have executed a Single Work Order/ Rate Contract /Agreement of value not less than Rs. 1.60 Crore.

Or

The Bidder must have executed Two (02) Work Order/ Rate Contract /Agreement each of value not less than Rs. 1 Crore.

Or

The Bidder must have executed Three (03) Work Order/ARC/Agreement each of value not less than Rs. 80 Lakh.

3. The Bidder must be registered with PF authorities.
(A copy of PF Registration Certificate shall have to be submitted to meet the above criterion)
4. The Bidder must be registered with ESI authorities.
(A copy of ESI Registration Certificate shall have to be submitted to meet the above criterion)

A. PQC (Financial)

The Average Annual Financial Turnover of the Bidder during FY 2014-15, 2015-16 and 2016-17, shall be at least Rs.1.80 Crores. (To meet this Criterion, the Bidder shall have to submit copy of Audited Balance Sheet and Profit & Loss account or copy of turnover (Certified by Chartered Accountant) of the respective Financial Year)).

(The bidder shall submit proof copies of relevant supporting documents, duly signed and stamped, to meet the above all PQ Criteria).

ANNEXURE-II**INSTRUCTION TO BIDDERS****Rate Contract for providing Technical Manpower (Diploma / Degree Engineers) at PDIL & any of PDIL offices / Project Sites located in all over India**

- 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:** Bids shall be submitted as detailed below:
- 2.1 Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
 - 2) Bidder should do the enrollment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
 - 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
 - 4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
 - 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
 - 6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.
 - 7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise bid will be rejected.
 - 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
 - 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / SmartCard to access DSC.
 - 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the sits, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. this will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 19) The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. the bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during id submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Date storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

2.2 Bidders are required to submit their bids under three envelopes as detailed below:

Envelope (A)

- 1) Earnest Money Deposit (EMD) as per Cl. 6.0 below.
OR
A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.
- 2) Annexure-VI Format of Bank Details (RTGS) for on line payment, all the details duly filled in.

Envelope-B: Un-priced Technical and Commercial Bid which comprises the following documents:

- 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 all applicable Taxes & Duties, shall be submitted.

- d. Copy of Check List as Annexure-IV enclosed, duly filled by the bidder making all the points clear and not leaving any voids.
- e. Photo copy of PAN card.
- f. GSTN of your company and HSN / SAC Code for the item / service against which bid is invited.
- g. 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 GST, as applicable, signed and stamped.

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

Price Evaluation of Bids shall be done considering the quoted prices towards Agency Service Charges 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 benefit to PDIL and order / contract shall be awarded on such lowest (L1) quoted bidder.~~

~~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 Earnest Money Deposit (EMD)

Earnest money deposit 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', Noida. EMD may also be submitted in the form of Bank Guarantee as per the format enclosed as Annexure-IX. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSE 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 of 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.
- 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 can visit site (PDIL) before quoting their rates. For site visit and any clarifications please contact to:
- HOD (MM)
Projects & Development India Limited
PDIL Bhawan, A-14, Sector 1,
Noida – 201 301
Gautam Budh Nagar (UP)
Tel: 0120-2529842/43/47/51/91 (Extn. 344, 301), Fax: 0120 – 2529801
e-mail: prsahu@pdilin.com; anjali@pdilin.com; mm@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 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 well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

ANNEXURE III**GENERAL CONDITIONS OF CONTRACT (GCC)****Rate Contract for providing Technical Manpower (Diploma / Degree Engineers) at PDIL & any of PDIL offices / Project Sites located in all over India****1.0 Scope of Contract**

The Scope of Contract/ Purchase Order (P.O), shall be as per Scope of Services defined in Annexure-VIII along with '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 contractual 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

Duly executed at PDIL, Noida & any of PDIL offices / Project Sites located in all over India.

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 unpriced 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/Running Bills.

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 Contract 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.

4.3 ~~PDIL shall issue E-way Bill i.e. Road Permit, if required, on written request by the Contractor.~~

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

6.0 **Period for Contract:**

The Contract shall be valid for a period of Three (03) Years from the Effective date, with a provision for further extension of one (01) year on same rates, terms and conditions.

7.0 **Payment Terms**

~~100% quarterly payment shall be released within 30 days of submission of invoice duly certified by Engineer In Charge of PDIL. The quarterly bills shall be submitted by the contractor with all necessary documents to the Operator of the Contract.~~

Payment shall be made within 30 days after certification of bills by HOD (P&A), PDIL Noida in compliance with Cl. No. 4.14 of Annexure-VIII i.e. 'Procedures for Submitting Bills'. Monthly bills, supported with all necessary documents should be submitted to P&A Department.

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 Contractor's Bill(s).

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

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**

Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.

~~8.1 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 completion period.~~

~~Bank Guarantee (BG) for Security Deposit shall be entertained for value \geq Rs 1.00 lac. PBG shall be valid to cover completion 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 Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.~~

8.2 Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.

In case of waiver of EMD (MSE Vendor), the EMD amount (as applicable for the Tender) shall be deducted from the first Bill/s of the contractor as retention money towards Security Deposit. However, the Contractor may opt for submission of BG towards Security Deposit, as per Annexure-X attached to the ITB.

Security Deposit shall be refunded after 30 days on satisfactory completion of contract as per certification of indenter.

8.3 No interest shall be payable on Security Deposit.

8.4 PDIL Noida, however, reserves the right to encash / forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.

8.5 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.

9.0 **Price reduction clause** : Shall be as per Clause No. 4.8 of Annexure VIII.

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 Contractor at his cost.

11.0 **Statutory obligation and Safety Rules** : As per Clause 4.10 of Annexure-VIII.

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 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 Contract shall be deemed to have been entered into at Noida and all cases of action in relation to the Contract shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

ANNEXURE IV

CHECK LIST**Rate Contract for providing Technical Manpower (Diploma / Degree Engineers) at PDIL & any of PDIL offices / Project Sites located in all over India**

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

Name of Bidder: _____

Offer No.: _____

Sl. No.	Description	ITB Requirement	Bidder's Confirmation/ Acceptance/ Comments
1.0	Price: Price to be quoted shall be firm and subject to no escalation till the execution of the Contract Period.	To Confirm	
2.0	Present applicable rate of GST (in %) is indicated separately in the Price Schedule, in the space provided for.	To Confirm	
3.0	Period of Contract: Three (03) years from the effective date of contract with a provision for further extension of one (01) year on same rates, terms and conditions.	To Accept	
4.0	Validity: Shall be 90 days from date of opening of Technical Bid.	To Confirm	
5.0	DOCUMENTS (DULY SIGNED BY AUTHORISED SIGNATORY & STAMPED) TO BE FURNISHED WITH ENVELOPE-1:		
5.1.	Relevant documents (copy duly signed and stamped) in support of Bidder's Pre-Qualification Criteria (PQC)' indicated in Annexure-I of ITB.	To Furnish	
5.2	Complete ITB documents duly signed & stamped on each page as a token of acceptance of all terms and conditions of ITB.	To Furnish	
5.3	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 all applicable Taxes & Duties	To Furnish	
6.0	Photocopy of PAN Card	To Furnish	
7.0	Format of Details for payment, all the details duly filled in (Annexure-VII).	To Furnish	
8.0	Copy of GST Registration Certificate	To Furnish	
9.0	Name, Designation, Telephone Nos., Fax No. & e-mail of Contact Person for this Enquiry.		
10.	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.)		
10a.	Whether the M S E Company is owned by SC / ST (YES / NO.)		
11.	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.		

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 Bidder: _____

ANNEXURE – V**PRICE SCHEDULE****Rate Contract for providing Technical Manpower (Diploma / Degree Engineers) at PDIL & any of PDIL offices / Project Sites located in all over India**

Name of Bidder: _____

Offer No. & Dated: _____

S. No.	Description	Diploma Engineer	Degree Engineer
		(Consolidated Wages Per Month inclusive of all viz. Telephone, Medical, Conveyance allowances etc.)	
1	Consolidated Wages Per Man Per Month	Fresher - 18000 01 Year Exp-18500 02 Year Exp-19000 03 Years Exp-21700	Fresher - 19500 01 Year Exp-20100 02 Year Exp-30300 03 Years Exp-31200
2	ESI @ 4.75% of 1 above	If applicable	
3	EPF @ 13.15% of 1 above	If applicable	
4	Agency Service Charges per man per month (to be quoted in Rupees only)		
5	GST extra on Agency Service Charges at Sl. No. 4 above% Extra (Bidder to indicate)	

(GST shall be paid extra as applicable. Please indicate the rate of GST applicable along with correspondence SAC code).

Note:

1. **Quotations received with Zero Agency Service Charges will not be considered.**
2. Bonus (if applicable) paid as per statutory norms to eligible workers, will be extra and will be reimbursed on submission of claim.
3. Leave & Holidays granted to eligible workers as per relevant statutory provisions will be extra and will be reimbursed on submission of claim.
4. Payment for all months shall be made for 26 days amount for each month irrespective of number of days in the month.
5. Agency Service Charges (inclusive of all other charges) shall be quoted **common** for all category of manpower.

Signature of Vendor _____

Seal _____

Name _____

Date: _____

Annexure – VI**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:.....

Annexure-VII

(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.

Annexure-VIII**SCOPE OF SERVICES**

The Services to be rendered by the Manpower will include following:

1. **Diploma Engineer** in various Engineering Disciplines i.e. Mechanical, Civil, Instrumentation, Chemical, Electrical, Fire & Safety and Computer as per requirement.
2. **Degree Engineer** in various Engineering Disciplines i.e. Mechanical, Civil, Instrumentation, Chemical, Electrical, Fire & Safety and Computer as per requirement.

Above manpower should be able to handle various types of technical jobs as assigned by the PDIL management from time to time.

For the purpose of payment of wages for the aforesaid Manpower **Diploma Engineer and Degree Engineer** shall be considered as per the following table, however the same shall be enhanced if the minimum wages is increased more than the below mention wages:

	(Consolidated Wages Per Month inclusive of all viz. Telephone, Medical, Conveyance allowances etc.)			
Manpower Category / Experience	For Fresher	For 01 Year Experience	For 02 Years Experience	For 03 Years & above Experience
Degree Engineer	19500	20100	30300	31200
Diploma Engineer	18000	18500	19000	21700

(The above consolidated wages shall remain unchanged during period of deployment).

- The requirement is on need basis and shall be intimated from time to time. The period of deployment shall initially be as required by PDIL from the date of joining which could be further extended/reduced depending upon the requirement of the job.
- Upon PDIL's requisition for manpower, the agency shall be required to send the candidates along Bio-data (in a similar format prepared by agency) alongwith self attested copies of certificates of Qualification and experience of personnel within 07 days of requirement raised by PDIL. The candidate shall also carry original certificates alongwith him for verification.
- The agency shall in no case forward the Biodata of the personnel below 18 years of age and beyond 65 years of age.
- The candidates shall be assessed by the HOD of Indenting Department for selection. The selected person would be required to join as per the job requirement of PDIL.
- Agency shall forward to PDIL copy of the appointment letters issued to the personnel deployed in PDIL.

3. General:

- a. **Working days & Timings:** As applicable in the concerned Unit/ Project sites of PDIL.
- b. **Leave:** One day full pay leave for each calendar month which may be carried forward during the tenure of the contract.
- c. **TA/DA and Daily LTE for official outstation Visit** - In addition to the consolidated wages mentioned above, they will be paid TA/DA and Daily LTE for official outstation visits in India as applicable in PDIL i.e. For Diploma Engineer- equivalent to WM6 level and For Degree Engineer – equivalent to E1 grade of regular employees at PDIL.

4. OTHER TERMS & CONDITIONS:

- 4.1 The contractor shall furnish particulars of the manpower to be deployed in PDIL such as Photo ID, Address Proof, passport size photograph, police verification, Educational qualifications, Experience certificates as applicable etc. The contractor shall be responsible for the credentials / acts of his manpower.

The Agency will give preference for deployment of those personnel who either have Aadhar Number or have applied for Aadhar Card or agrees to apply for Aadhar Card to establish their genuineness and payments may be made to them through Aadhar Payment Bridge to the extent possible.

- 4.2 The personnel deployed shall be of sound health, be mentally alert and physically fit and shall not have any communicable disease(s).
- 4.3 The contractor shall ensure that the manpower deployed by them are well behaved and disciplined and must not refuse to perform the job assigned. Further, they must not engage in any undesirable or unlawful activities, whether within or outside the PDIL premises, failing which the Contractor shall be liable to provide suitable replacement on demand.
- 4.4 The manpower deployed shall observe all Safety rules and precautions so as to not cause any loss / damage to life / property etc of PDIL / PDIL Employees / surroundings or otherwise. The Contractor shall be liable to make good to PDIL for any losses caused to any goods or articles arising out of their failure, negligence, deliberate or otherwise.
- 4.5 For the purpose of Employees Compensation Act, the Contractor shall obtain Insurance Coverage for their employees deployed in PDIL and a copy of the same whenever required has to be submitted to the PDIL.
- 4.6 The Contractor shall ensure his / representative's availability as and when required by PDIL.
- 4.7 The Manpower deployed by the Contractor shall be exclusively his own employees and their all statutory liabilities pertaining to financial or otherwise shall have to be borne by the Contractor himself. The manpower deployed shall have no claim for any benefit / compensation / absorption / regularization of service in PDIL.
- 4.8 In case Contractor fails to provide manpower required by PDIL within a reasonable time, PDIL reserves the right to deduct Rs. 500/- per incidence from the bill of the Contractor.
- 4.9 The Contractor shall not sublet the Contract or any part thereof under any circumstances. Subletting of contract (in full or part thereof) shall lead to termination of Contract.

4.10 STATUTORY OBLIGATION AND SAFETY RULES:

1. Contractor shall be responsible for compliance of all applicable Statutory norms including but not limited to Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages act 1936, ESI Act 1948, Employees Provident Fund Act 1952, Shops & Establishment Act, Payment of Bonus Act 1965 etc. The contractor shall also be liable to ensure compliance of the amendments to said statutory norms and/or new norms as may be brought into effect by the Concerned Authorities. The Contractor shall at all times keep PDIL and/or its employees indemnified from any and all actions/penalties/fines/liability as may arise/levied by various authorities arising out of non compliance of any statutory norms applicable in respect of the manpower deployed by the Contractor. The Contractor shall also bear all expenses/costs as may be incurred in defending any suit/ claim brought against it without any liability on PDIL and /or PDIL employees and reimburse any such costs/expenses which PDIL may be required to incur in defending itself against any such suit/claim.
2. The Contractor is required to obtain Labour License if applicable under the provisions of Contract Labour (Regulation & Abolition) Act 1970 from the concerned Authorities.

4.11 ESIIC AND EPF CONTRIBUTIONS: The Contractor shall be responsible for deposition of ESIC & Provident Fund Contributions (Employee's & Employer's), as applicable with Concerned Authorities every month. Electronic Challan in respect of individual manpower deployed alongwith Bank Challan showing the deposition of ESIC and EPF Contributions shall be furnished by the CONTRACTOR alongwith their bill for payment.

4.12 PAYMENT TO THE MANPOWER: The Contractor shall make payment to the manpower deployed on or before 7th of every succeeding month by depositing through online/ e-banking in their personal bank accounts and submit to PDIL the bank transaction of e-banking/online payment to manpower immediately as proof of wages disbursement. Further, monthly salary slip in the prescribed format as per minimum wages act shall be issued to each manpower deployed in PDIL Bhawan.

4.13 The Contractor shall act as an Independent Operating Agency not as an Agent or employee of PDIL.

4.14 PROCEDURES FOR SUBMITTING OF BILLS:

Contractor shall submit Monthly bill (Latest by 15th), supported with following documents to P&A Department:

- a) Wage sheet countersigned by the Contractor/their representative duly certified by authorized representative of P&A Deptt. for payment made to the manpower.
- b) Duly certified e-banking /online statement of wage disbursement.
- c) Monthly Electronic Challans for deposition of PF & ESI contributions with Concerned Authorities in respect of each manpower(as applicable).
- d) Bank Challans in respect of deposition of PF and ESI contributions(as applicable).

NOTE: Income Tax as applicable shall be deducted at source from the bills of the contractor as per Income Tax Act. A certificate to this effect shall be issued by PDIL. PAN shall be required for this purpose.

Annexure-IX

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(BID BOND)**

(REQUISITE STAMP TO BE PURCHASED ON NAME OF BANK)

In consideration of _____
(Purchaser) having its registered office at CIFT buildings , PO: SINDRI , Dist-
Dhanbad , Jharkhand – 828122 (hereinafter called "the company" which
expression shall unless repugnant to the subject or context includes its
successors and assigns) having agreed to exempt m/s.
_____ (bidder) (hereinafter called 'the said
tenderer(s)' which expression shall unless repugnant to the subject or
context includes his successors and assigns) from the demand under the
terms _____ and _____ conditions _____ of _____ tender
no _____ for _____
_____ (hereinafter called " the said tender" of such bid security
deposit for the due fulfilment by the said tenderer(s) of the terms and
conditions contained in the said tender on production of bank
guarantee for /US \$ _____ (Rupees / US dollar
_____ only).

We _____ (the bank) hereinafter
referred to as 'the bank' do hereby undertake to pay to the company an
amount not exceeding / US \$ _____ (rupees/ us
dollar _____ only) against any loss or damage caused to or
suffered by the said company by reason of any breach by the said tenderer(s)
of any of the terms and conditions contained in the said tender. The decision
of the company as to any such breach having been committed and loss
suffered shall be binding on us.

2. We _____ bank do hereby undertake to pay the
amounts due and payable under this guarantee without any demur merely
on a demand from the company stating that the amount claimed is due by
way of loss or damage caused to or would cause to or suffered by the
company by reason of any breach by the said tenderer(s) of any of the
terms or conditions contained in the said tender or by reason of the said
tenderer's failure to keep the tender open. Any such demand made on
the bank shall be conclusive as regards the amount due and payable by the
bank under this guarantee. However, our liability under this guarantee shall be
restricted to an amount not exceeding _____ (Rs/US
dollar _____ only).

3 We (the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/or till all the dues of the company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the company certified that the terms and conditions of the said tender have been fully and properly carried out by said tenderer(s) and accordingly discharges the guarantee.

4. Unless previously cancelled by the company, this indemnity will remain in force up to _____ months from date of issue of the guarantee i.e up to _____ and will stand automatically cancelled on the expiry of the said period than contemplated hereunder. unless demand or claim under this guarantee is made on bank in writing within three (03) months from the date of the expiry of this guarantee, all the rights of the company against as hereunder shall be forfeited and bank shall be relieved and discharged from all liabilities hereunder.

5. The Bank hereby declares that it has the power to issue this guarantee and the undersigned has full power to do so.

Dated _____ day of _____ 200.

Corporate seal _____ for _____ bank.

**SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)**

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s _____ (Seller) a Company incorporated in _____ and _____ having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warrantees which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warrantees then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ` _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges,

- expenses which may be incurred by the PURCHASER in connection herewith.
2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
 3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
 4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
 5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
 - 6 This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
 7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
 - 8 In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
 9. This guarantee is irrevocable except with the written consent of the PURCHASER.
 10. This guarantee shall remain valid up to _____.

11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to ____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of