



# PROJECTS & DEVELOPMENT INDIA LIMITED

(A Govt. of India Undertaking)  
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Noida – 201301, Dist. Gautam Budh Nagar  
(U.P.) India

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## INVITATION TO BID

TO	ITB NO.	: 11/PNMM/E/3568 /2009-10
	DATE OF ISSUE	: 17.03.2010.
	BID CLOSING DATE & TIME	: 26.03.2010 (3.00 PM)
	BID OPENING DATE & TIME	: 26.03.2010 (3.30 PM)
	TYPE OF BID	: SINGLE STAGE/ NON PUBLIC
	PERFORMANCE BANK GUARANTEE	: REFER CLAUSE NO.12.0 INSIDE
	REQUIRED DELIVERY PERIOD	: REFER CLAUSE NO.7.0 INSIDE

Projects and Development India Ltd. (PDIL), a Govt. of India Undertaking under the administrative control of the Department of Fertilizers, Ministry of Fertilizers & Chemicals invites sealed quotations from the qualified & experienced bidders for the under mentioned item in duplicate to be addressed to Dy. GM (MM) duly super scribed reference ITB No. and bid closing date & time as above on the cover, subject to the terms and conditions enclosed.

ITEM No.	DESCRIPTION	QUANTITY
1.	Supply of Nortel Make <b>8348TX 48-port 10/100 base-TX Ethernet Interface Module</b> suitable for Nortel ERS-8310 Chassis.	01 (One)

NOTE:

**Any bidder who meets the Bidders' prequalification criteria as per ITB and wishes to quote against this tender may download the bidding document from PDIL's web site <http://pdilin.com> and submit the Bid complete in all respects as per terms & conditions of contract on or before the due date.**

FOR & ON BEHALF OF  
PROJECTS & DEVELOPMENT INDIA LTD.

(R.S.SUHAG)  
Dy. GENERAL MANAGER (MM)

ENCL.:

- |       |   |                  |
|-------|---|------------------|
| (i)   | Bidders Prequalification Criteria and Commercial terms and conditions | - Annexure-I     |
| (ii)  | Summary of Price schedule   | - Annexure – II  |
| (iii) | Check List  | - Annexure – III |
| (iv)  | PBG Format.   | - Annexure - IV. |

**BIDDERS PREQUALIFICATION CRITERIA:**

**The vendor should submit a manufacturer authorization letter from Nortel Networks (India) Private Ltd. mentioning that the OEM has authorized the vendor for Nortel product sale.**

OFFER WITHOUT MEETING PREQUALIFICATION CRITERIA MAY BE CONSIDERED NON RESPONSIVE AND MAY BE REJECTED.

**COMMERCIAL TERMS AND CONDITIONS**

- 1.0 **SCOPE OF SUPPLY:** AS PER ITB.
- 2.0 BIDS SHOULD BE FREE FROM CORRECTIONS AND ERASING.
- 3.0 **PRICE BASIS:** BIDS SHOULD BE FOR FREE DELIVERY AT PDIL, BHAWAN, NOIDA INCLUDING RISK IN TRANSIT UPTO DESTINATION.
- 4.0 **FIRM PRICE:** BID WITH VARIABLE PRICE WILL NOT BE ACCEPTED. PRICE SHALL REMAIN FIRM EXCEPT FOR STATUTORY VARIATION IN TAXES AND DUTIES WITHIN CONTRACTUAL DELIVERY PERIOD.
- 5.0 **TAXES & DUTIES:** SALES TAX, EXCISE DUTY, SERVICE TAX, SERVICE CHARGES AND OTHER LEVIES AS APPLICABLE, SHOULD BE INDICATED SEPARATELY IN PRICE SCHEDULE AS ANNEXURE-II.
- 6.0 **VALIDITY:** PRICES QUOTED SHOULD REMAIN VALID FOR OUR ACCEPTANCE FOR A MINIMUM PERIOD OF 90 DAYS FROM THE DATE OF OPENING OF BIDS. PDIL WILL NOT ALLOW ANY REVISION IN PRICES WITHIN VALIDITY PERIOD AFTER SEALED TENDERS ARE OPENED.
- 7.0 **DELIVERY PERIOD:** SUPPLY & TESTING WITHIN 30 DAYS FROM THE DATE OF ISSUE OF LOI/PO. TESTING AND ACCEPTANCE SHALL BE DONE BY PDIL'S AUTHORISED SERVICE PERSONNEL.
- 8.0 **PLACE OF DELIVERY AND ACCEPTANCE:** PROJECTS & DEVELOPMENT INDIA LIMITED, PDIL BHAWAN, A-14 SECTOR-1, NOIDA – 201 301.
- 9.0 **PAYMENT TERMS:** 90% ON DELIVERY, TESTING AND ACCEPTANCE OF THE MATERIALS.  
- 10% AFTER SUBMISSION OF PBG.
- 10.0 **EMD:** NOT APPLICABLE.
- 11.0 **WARRANTY/GUARANTEE:** 3 YEARS COMPREHENSIVE ON SITE WARRANTY FROM THE DATE OF SUPPLY AND ACCEPTANCE SHALL BE PROVIDED BY THE SUPPLIER AS PER OEM.
- 12.0 **PERFORMANCE BANK GUARANTEE:** PLEASE SUBMIT PERFORMANCE BANK GUARANTEE FOR 10% OF THE TOTAL ORDER VALUE WITHIN 15 DAYS OF ISSUE OF LOI / PO. THE PERFORMANCE BANK GUARANTEE SHALL BE VALID FOR DELIVERY PERIOD PLUS WARRANTY PERIOD WITH SIX MONTHS CLAIM PERIOD THEREAFTER. THE PBG SHALL BE ISSUED FROM ANY INDIAN NATIONALIZED / SCHEDULED BANK AS PER FORMAT PROVIDED ALONG WITH ITB.

INCASE ABOVE PERFORMANCE BANK GUARANTEE IS NOT PROVIDED BY THE PARTY, 10% OF THE TOTAL ORDER VALUE SHALL BE WITHHELD TILL THE COMPLETION OF WARRANTY PERIOD.

- 13.0 **TAX DEDUCTION AT SOURCE:** INCOME TAX, **AS APPLICABLE AS PER INCOME TAX ACT**, SHALL BE DEDUCTED AT SOURCE FROM YOUR BILLS AND A CERTIFICATE TOWARDS THIS DEDUCTION SHALL BE ISSUED TO THE CONTRACTOR.
- 13.1 VENDOR HAS TO FURNISH THE DETAILS OF THE INCOME TAX ASSESSMENT i.e. ADDRESS OF THE INCOME TAX COUNTER WHERE THEY FILE THEIR INCOME TAX RETURN.
- 13.2 ALSO PLEASE FURNISH YOUR PAN NO. AS REQUIRED IN THE PRICE SCHEDULE FORMAT AND CHECK LIST.
- 13.3 THE VENDOR HAS TO SUPPLY ALL NECESSARY DOCUMENTS TO ENABLE PDIL TO CLAIM **CENVAT** IN RESPECT OF SERVICE TAX/ EXCISE DUTY / COUNTERVAILING DUTIES, IF ANY.
- 14.0 **PRICE REDUCTION CLAUSE:** DELIVERY PERIOD SHALL BE ESSENCE OF THE CONTRACT AND IN THE EVENT OF DELAY IN DELIVERY BEYOND CONTRACTUAL DELIVERY DATE, PRICE REDUCTION @ .5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 5% OF TOTAL ORDER VALUE SHALL BE RECOVERED FROM SUPPLIER'S BILLS.

**15.0 SUBMISSION AND OPENING OF BIDS:**

THE BIDS MUST BE SUBMITTED AS UNDER:

THE BID SHALL. CONSIST OF THE FOLLOWING DOCUMENTS IN **SINGLE ENVELOPE:**

- i) COPY OF COMPLETE TENDER DOCUMENT DULY SIGNED & STAMPED.
- ii) PRICE SCHEDULE **WITH PRICE** DULY QUOTED AGAINST EACH HEAD AS PER ANNEXURE-II OF ITB.
- iii) AUTHORIZATION LETTER FROM NORTEL NETWORKS (INDIA) PRIVATE LTD.
- iv) ANY OTHER DOCUMENT AS PER THE REQUIREMENT SPECIFIED IN THE ITB.

THE ENVELOPE SHOULD BE SEALED AND SUPERSCRIBED WITH UNDER MENTIONED MARKING AND TO BE SUBMITTED TO THE FOLLOWING ADDRESS BEFORE CLOSING DATE AND TIME.

"BID DOCUMENTS".

ENQUIRY NO.: 11/PNMM/E/3568/2009-2010 DATE: 17.03.2010.

ITEM: Supply of Nortel Make 8348TX 48-port 10/100 base-TX Ethernet Interface Module.

DUE DATE: 26.03.2010 AT 3.00 PM.

To  
DY GENERAL MANAGER (MM)  
PROJECTS & DEVELOPMENT INDIA LIMITED,  
PDIL BHAWAN, A-14, SECTOR-1,  
NOIDA – 201 301  
GAUTAM BUDH NAGAR. (UP)

TIMELY SUBMISSION OF QUOTATION AT PURCHASER'S ADDRESS IS BIDDER'S RESPONSIBILITY.

- 16.0 **FORCE MAJEURE:** NEITHER CONTRACTOR NOR PDIL SHALL BE CONSIDERED AT DEFAULT IN THE PERFORMANCE OF CONTRACTUAL OBLIGATIONS AS PER THE WORK ORDER UNDER REFERENCE AS LONG AS SUCH PERFORMANCE IS PREVENTED OR DELAYED FOR REASONS ATTRIBUTED TO 'FORCE MAJEURE' CONDITIONS SUCH AS EARTH QUAKE, FLOOD, EPIDEMICS, STRIKES/LOCK OUT ETC.
- 17.0 **ARBITRATION:** ALL CASES OF DISPUTE ARISING DURING EXECUTION OF CONTRACT SHALL BE RESOLVED BY MUTUAL DISCUSSION OF PARTIES OPERATING THE CONTRACT. HOWEVER, IN THE EVENT OF FAILURE TO DO SO, MATTER SHALL BE REFERRED TO CHIEF EXECUTIVE, PDIL WHO SHALL BE SOLE ARBITRATOR AND HIS DECISION SHALL BE BINDING ON BOTH PARTIES OPERATING THE CONTRACT.
- 18.0 **JURISDICTION:** 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 ASSIGNED WITHIN THE JURISDICTION OF GAUTAM BUDH NAGAR, (UP) AND VENUE OF ARBITRATION SHALL BE NOIDA.
- 19.0 **ACCEPTANCE / REJECTION OF QUOTATION:**  
PDIL RESERVES THE RIGHT TO ACCEPT / REJECT ANY /OR ALL QUOTATIONS, IN WHOLE AND IN PART WITHOUT ASSIGNING ANY REASON THEREOF.
- 19.0 **CHECK LIST:** THE CHECK LIST ENCLOSED HEREWITH AT ANNEXURE-III SHALL BE FILLED BY THE BIDDER MAKING ALL THE POINTS CLEAR AND NOT LEAVING ANY VOIDS AND SAME SHOULD BE ENCLOSED WITH THE TENDER DOCUMENT.

ITB. NO. 11/PNMM/E/3568/2009-10 dt. 17.03.2010.

**SUMMARY OF PRICE SCHEDULE**

Sl. No.	Description of Item	UNIT	QTY	Unit Rate (Rs.)	Amount (Rs.)
1.0	Supply of Nortel Make <b>8348TX 48-port 10/100 base-TX Ethernet Interface Module</b> suitable for Nortel ERS-8310 Chassis.	No.	01		
2.0	Packing & forwarding Charges				Included
3.0	Installation charges				Not Applicable
4.0	<b>Taxes &amp; Duties (Please specify whichever is not applicable)</b>				
4.1	<b>CENVAT: (To be shown extra only incase document enabling PDIL to claim CENVAT benefit will be submitted)</b>				
4.1.1	Excise Duty @ .....%				
4.1.2	Service Tax @.....%				
4.2	Sales Tax @ .....%				
4.3	VAT @ .....%				
4.4	Octroi @ .....%				
4.5	Transit Insurance				Included
4.6	Transportation Charges				Included
4.7	Any other taxes & duties.				
5.0	Total Price(Including all taxes& duties mentioned in sl. No.1.0 to 4.7 above): Rs.				
5.1	Total Price (Including all taxes& duties mentioned in sl. No.1.0 to 4.7 above) in words: (Rupees....				
	Bidder's Signature:				
	Name:				
	Designation :				
	Seal:				
	Date:				

**Note:**

- Bidder shall furnish the prices STRICTLY as per price schedule provided failing which the offer shall likely to be rejected. .
- Taxes & duties: Sales tax, Excise duty, Service tax, Service charges and other levies as applicable , should be indicated separately in price schedule
- Any variation in statutory taxes & duties or imposition of any new taxes & duties after issuance of LOI /PO by statutory authorities during contractual period shall be paid extra on production of documentary evidence.
- In case bidder does not fill-up any amount against any item and leaves it blank or write ' N/A' or puts ' – ' against any item of SOR, it shall be deemed that cost of such item(s) is included in other item by the bidder elsewhere in the quoted price and bidder has to complete the entire work without extra cost.

**CHECK LIST**

**SUMMARY OF TERMS AND CONDCTIONS QUOTED**

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

**ENQUIRY NO.** 11/PNMM/E/3568/2009-10 DATED 17.03.2010.

**NAME OF BIDDER:**

**OFFER NO.**

**ITEM:** Supply of Nortel Make 8348TX 48-port 10/100 base-TX Ethernet Interface Module.

WE CONFIRM/CLARIFY AS FOLLOWS:

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE / COMMENTS
1.	PRICE BASIS FIRM. DELIVERY AND ACCEPTANCE AT PDIL NOIDA OFFICE.	CONFIRMED
2.	ALL TAXES AND DUTIES, SERVICE TAX & OCTROI ETC. APPLICABLE ARE INDICATED SEPARATELY IN PRICE SCHEDULE	CONFIRMED
3.	COMPREHENSIVE INSURANCE TO BE ARRANGED BY SUPPLIER	INCLUDED
4.	MODE OF DESPATCH AT SUPPLIER'S OPTION. FREE DELIVERY AT PDIL NOIDA	NOTED
5.	FIRM PRICES AS PER ART. 4.0 OF ANNEXURE-1 OF ITB	CONFIRMED
6.	TERMS OF PAYMENT: AS PER ART. 9.0 OF ANNEXURE-1 OF ITB	CONFIRMED
7.	BANK GUARANTEE FOR PERFORMANCE SECURITY.	AGREED
8.	GUARANTEE / WARANTEE PERIOD: AS PER ART. 11.0 OF ANNEXURE-1 OF ITB	AGREED
9.	EFFECTIVE DATE OF DELIVERY.	DATE OF ISSUE OF LOI/PO
10.	DELIVERY PERIOD: ART. 7.0 OF ANNEXURE-1 OF ITB	WITHIN 30 DAYS(AGREED)
11.	PRICE REDUCTION FOR DELAY (0.5% PER WEEK TO MAX. 5% OF CONTRACT VALUE)	AGREED
12.	VALIDITY : 90 DAYS FROM BID OPENING DATE	CONFIRMED
13.	TECHNICAL SPECIFICATIONS, DETAILED TECHNICAL CATALOGUE, LEAFLETS, LITERATURE FURNISHED	CONFIRMED
14.	<b>AUTHORIZATION LETTER FROM NORTEL NETWORKS (INDIA) PRIVATE LTD.</b>	<b>FURNISHED</b>
15.	COMMERCIAL CONDITIONS AS PER ANNEXURE I	CONFIRMED
16.	NAME & ADDRESS OF BANKERS	
17.	PHOTOCOPY OF PAN ( PAN No: )	FURNISHED
18.	ADDRESS WHERE THE BIDDER FILES INCOME TAX RETURN	
19.	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.	

AUTHORISED SIGNATORY OF THE BIDDER  
TITLE  
DESIGNATION  
DATE:

(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ ( Year in four digits) between a company incorporated in \_\_\_\_\_ 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.

WHEREAS 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.
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 fulfilment 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 Rs. \_\_\_\_\_ 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-fulfilment 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 upto \_\_\_\_\_.
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 BANKS' liability to the PURCHASER UNDER this guarantee shall be limited to \_\_\_\_\_ and the guarantee will remain valid upto \_\_\_\_\_ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within six 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