



Projects & Development India Limited

(A Govt. of India Undertaking)

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

Phone - 91-326-2245283/2245069

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INVITATION TO BID

TO: OPEN VENDOR	ITB Number	PSMM-ENV-GL-268-19/101119
	Type of Bid	Two Part
	Type of Opening	Public Opening
	Date of Issue	14.08.2019
	Bid Closing Date	20.08.2019 Time: 03:30 PM
	Technical Bid Opening Date	20.08.2019 Time: 03:30 PM
	Price Bid Opening Date & Time	Subsequent to Technical Suitability
	Venue of Bid Opening	PDIL, Sindri, Dhanbad-828122
	Earnest Money Deposit	Rs. 81,000/-
	Delivery/Completion Period	Monthly basis as per requirement
Tenure / Periodicity of Contract	NA	

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 e-bid electronically through Central Public Procurement Portal (CPPP) for the under mentioned job subject to the terms and conditions attached here in.

Sl. No.	Item Description
1	Conducting monthly environmental monitoring job at Sindri, Gorakhpur & Barauni as per scope of work placed at Annexure – V of ITB.
<p>Any bidder who meets the Pre-Qualification Criteria (PQC) as per Annexure-I attached and intents to quote against this ITB / Enquiry may download the bidding documents from PDIL website http://pdilin.com OR Central Public Procurement Portal http://eprocure.gov.in/app and submit the bid complete in all respect in accordance to 'Instructions To Bidders' (Annexure-II), also attached here in, on or before the due date.</p>	

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



FOR HOD (M.M)

Enclosures:

- Annexure-I : Pre-qualification Criteria
- Annexure-II: Instruction to bidder
- Annexure-III: General Terms & Conditions of Purchase
- Annexure-IV: Special Condition of Contract
- Annexure-V: Scope of work
- Annexure-VI: Check list
- Annexure-VII: Declaration by the bidder
- Annexure-VIII: Vendor data form
- Annexure-IX: Format of PBG
- Annexure-X: Price schedule



ANNEXURE-I

PRE QUALIFICATION CRITERIA

- i. (a) The intending bidder must have in its name as a primary contractor, experience of having successfully completed similar work (i.e. work of environmental monitoring for existing / proposed projects essentially comprising of air, meteorology, water and noise). During last seven years ending last day of the month previous to the month in which Tender/Bids are invited the bidder should have similar experience of successfully completing either of the following :

at least three (3) numbers of assignments of similar nature with the value of each work order more than 25 lakhs

Or

at least two (2) numbers of assignments of similar nature with the value of each work order more than 32 lakhs

Or

at least one (1) numbers of assignments of similar nature with the value of each work order more than 51 lakhs

Relevant documents such as copy of Work Orders secured and/or performance certificates in support of experience to be submitted along with bid.

- (b) Laboratory must be duly recognized by MoEFCC / CPCB or NABL accredited for executing the mentioned scope of work.
- (c) Bidder should own an environmental laboratory duly recognized by Central Pollution Control Board (CPCB), New Delhi or Ministry of Environment, Forests and Climate Change (MoEF&CC), Government of India, or accredited with National Accreditation Board for Testing and Calibration Laboratories (NABL). Certificate to be produced in support of accreditation/recognition of Environmental laboratory.
- (d) The bidder should not have failed to execute any order awarded to them in past (03 years). A self declaration in this regard shall be submitted.
- (e) The bidder should not have been black listed in past (05 years) from any Govt. organization or reputed institutes. A self declaration in this regard shall be submitted.

The intending bidders are required to submit copy of self attested (duly signed & Stamped) Purchase order/Completion certificate /Performance certificate and document towards proof of value of order executed. In addition, the intending tenderer has to submit the following:

- (i) The bidder must possess a valid GST registration no.
- (ii) Particulars of registration / clearance from appropriate provident fund authorities, if applicable.



PQ Criteria (Financial)

- (a) Average Annual financial turnover of similar work during last three years ending on 31st of March, 2018, should be at least Rs. 20 Lakh
- (b) Net worth shall be positive as on 31st March 2018.

To meet the above criteria, the bidders are required to submit self attested (duly signed & stamped) copy of Audited annual report (balance sheet & Profit & Loss account) / or a certificate issued by a Chartered Accountant to this effect for last three (03) financial years ending on 31st March 2018

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ANNEXIURE – II

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: 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.

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- 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: 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. A Copy of valid GST registration certificate
- g. Any other document as per the requirement specified in the ITB

Envelope-B: Price Bid

Price bid with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

3.0 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.

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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, by the bidder in the Price Schedule, along with taxes and duties, and order / contract shall be awarded on such lowest (L1) quoted bidder considering the input tax credit (ITC), wherever applicable to PDIL.

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

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Price Schedule may result into rejection of bid.

6.0 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', Sindri. 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 (Materials Management)
Projects & Development India Limited
CIFT Building, Sindri, Dhanbad-828122
Phone: 03262245070, FAX: 0326-2245046, 0326-2245707

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>

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ANNEXURE-III

GENERAL CONDITIONS OF PURCHASE (GCP)

1.0 Scope of Contract

The Scope of Contract/ Purchase Order (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 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 location specified elsewhere in this ITB.

4.0 Taxes and duties

4.1 All applicable taxes & duties shall be paid at actual at the prevailing rate only. However, any other tax as applicable should be indicated in the 'Price Schedule'.

4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled 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 account.

4.3 The Contractor has to submit / furnish all necessary documents / information to enable PDIL claim of CENVAT in respect of GST Countervailing Duties, if any.

4.4 PDIL shall not issue any form other than Form-38 i.e. Road Permit, if required, on written request by the Contractor.

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

6.0 Completion Period/ Time Schedule

6.1 Mobilization Period: Within 05 days from the date of intimation by PDIL.
Completion Period: 06 months from the date of handing over the site

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6.2 **Validity of contract**

The Contract shall be valid for a period of 06 months from the Effective date. This period can be further extended by another 06 months period on same terms & conditions, as per requirement of PDIL.

7.0 **Payment Terms**

Payment shall be made on monthly basis, within 30 days of submission of final monthly report of the executed job as per scope defined, elsewhere in the ITB and invoice, duly certified by HOD (Env. Engg.) of PDIL. The successful bidder is required to submit six nos. of hard copies of the monthly report and two nos. of CD / DVD for each project.

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 lakhs. The amount equivalent to 10% of PO value shall be kept as security deposit from the successful bidder. 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 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-IX.

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills

9.0 Contractor may opt for submission of BG towards security deposit , as per Annexure IX attached to the ITB.

9.1 No interest shall be payable on Security Deposit.

9.2 PDIL, 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.

Security deposit shall be refunded after 30 days of completion of Contract on the certification of HOD (Env. Engg.) 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 report submission beyond the period as mentioned in scope of work in annexure-V, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total monthly bill value shall be recovered from Contractor's bill(s).

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11.0 **Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. at site to crew or the third party to be arranged by Contractor at his cost.

12.0 **Statutory obligation and Safety Rules**

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, Minimum wage Act – 1948 , EPF Act 1952 and ESI (Amendment) Act .1948 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non – compliance of any act / acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

Contractor shall ensure following while executing contract:

- 1.0 Employment card of the company
- 2.0 Shall engage personnel having experience of executing similar jobs and able to answer technical queries of visiting officials of SPCB/PDIL.
- 3.0 Obtain insurance cover for his employees/equipments, tools etc. & third party insurance coverage at his own cost.
- 4.0 Remit Provident Fund contribution in prescribed 3A & 6A forms, if applicable.
- 5.0 ESI contributions in Form 6, if applicable.
- 6.0 Submit challans of PF & ESI contributions every month alongwith the invoice, if applicable.
- 7.0 Provide personal protective equipments for his employees at site

13.0 **Termination**

- 13.1 In the event of unsatisfactory performance, PDIL reserves right to cancel in 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
- 13.2 PDIL reserves right to terminate the contract at any stage with one month's notice, without citing any reasons.

14.0 **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.

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15.0 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.

16.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL’s different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

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ANNEXURE IV

SPECIAL CONDITIONS OF CONTRACT

1.0 CONSORTIUM BIDS: Consortium Bids are not acceptable. The successful bidders can neither sub-let the work nor make any joint venture for bidding / execution of job. The whole work cannot be split up between two or more vendors.

2.0 PDIL reserves the right to accept or reject any tender in whole or part without assigning any reason.

3.0 PDIL shall not entertain any correspondence with any Bidder on acceptance or rejection of any Bid.

4.0 DEPLOYMENT :

4.1 The successful bidder shall identify their representative/s who ought to be available throughout the working hours of the Office/ Plant at each site to ensure effective functioning of the contract.

4.2 The successful bidder shall provide manpower as per our requirement and shall ensure that the personnel being deputed to carry out the jobs to our entire satisfaction. All tools and tackles required for due performance of the contract shall be arranged by the contractor himself at his own cost and risk.

4.3 The successful bidder shall arrange for boarding, lodging & transport at own cost at each site during the contract period.

5.0 Successful bidder shall also liaison/consult concerned SPCB officials from time to time as per need and requirement of the project. They may be required to make presentation also before MoEFCC w.r.t monitored data, if needed.

5.1 Joint inspection may be done by a team of experts comprising PDIL/SPCB/MoEFCC at any stage during monitoring period to check the status of samplers/work being carried out.

6.0 Work Order Extension Clause: The Work Order issued to the successful bidder may be extendable by another six months on expiry of contract period with the approval of competent authority.

7.0 Termination Clause: In the event of unsatisfactory performance by the successful bidder, the contract may be cancelled at any stage by giving prior notice of one month.



Scope of work

Broad Scope of work for conducting monthly environmental monitoring job at Sindri, Gorakhpur & Barauni shall be as follows:

1. Air Quality Monitoring (As per Annexure-I)
Analysis of PM₁₀, PM_{2.5}, SO₂, NO₂, NH₃, MHC, NMHC & VOCs in ambient air as per sampling networks fixed in the study area (5km radius of proposed fertilizer plant site)
06 nos. of Air Quality monitoring locations with monitoring frequency @ 02 days per week per location on 24hrly basis
Total no. of samples: 48 / month / Project site
2. Monthly Micro-meteorological data on daily basis (Min, Max & Avg.)
3. Noise Quality Parameters
06 nos. of Noise Quality monitoring locations with monitoring frequency @ once per month on hourly basis in one day per location
Total no. of samples: 24 x 6 / month / Project site
4. Water Quality parameters for Ground water & Surface water (as per Annexure-II) attached herewith
Method of sample collection: Grab
Sampling location: 03 nos. each (Surface & Ground)
Frequency of sampling: Once in a month
Total no. of samples: 06 / month / Project site

Deliverables

Analyses report to be made available to PDIL within one week after study period (i.e. by 7th of each month in case of Sindri and 22nd of each month in rest two cases ie for Gorakhpur and Barauni)

Environmental samples (filter papers in case of air) to be preserved on monthly basis and to be produced before PDIL, as & when asked to do so.

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Environmental Parameters for Monthly Environmental Monitoring

A) Air quality parameters to be monitored shall be as under:

1. PM₁₀ (µg/m³)
2. PM_{2.5} (µg/m³)
3. SO₂ (µg/m³)
4. NO₂ (µg/m³)
5. NH₃ (µg/m³)
6. MHC (ppm)
7. NMHC (ppm)
8. VOCs (mg/m³)

Sampling points – 6 nos.

Frequency of sampling – Twice in a week from each location on 24 Hourly bases.

Total nos. of sample 48 / month

B) Noise quality parameters to be monitored shall be as under:

Sampling points – 6 nos.

Frequency of sampling –Hourly basis in a day

Total nos. of sample 24x6 / month

C) Water quality parameters for ground & surface water as per Annexure-II:

Method of sample collection - Grab

Sampling location – 3 nos. each (Surface & ground)

Frequency of sampling – Once in a month.

Total nos. of sample 6 / month

Table- 1.1
PHYSICO-CHEMICAL CHARACTERISTICS OF GROUND WATER SAMPLES
(Results are expressed in mg/l, unless otherwise stated)

Sl. No	Parameters	Analysis Results			Requirement (Acceptable) / Permissible Limits (IS:10500)
PHYSICAL					
1	pH				6.5-8.5
2	Temperature (°C)				-
3	Colour, HU				5/15
4	Odour				Unobj.
5	Taste				Agreeable
6	Turbidity (NTU)				1/5
7	Total Suspended Solid				-
8	Total Dissolved Solids				500/2000
CHEMICAL					
1	P- Alkalinity as CaCO ₃				-
2	Total Alkalinity as CaCO ₃				200/600
3	Chloride as Cl				250/1000
4	Sulphate as SO ₄				200/400
5	Nitrate as NO ₃				45/100
6	Fluoride as F				1.0/1.5
7	Total Hardness as CaCO ₃				300/600
8	Calcium Hardness as Ca				75/200*
9	Mag. Hardness as Mg				30/100
10	Sodium as Na				-
11	Potassium as K				-
12	Silica as SiO ₂				-
13	Iron as Fe				0.3/NR
HEAVY METALS					
1	Manganese as Mn				0.1/0.3
2	Total Chromium as Cr				0.05/NR
3	Lead as Pb				0.01/NR
4	Zinc as Zn				5.0/15
5	Cadmium as Cd				0.003/NR
6	Copper as Cu				0.05/1.5
7	Nickel as Ni				0.02/NR
8	Arsenic as As				0.01
OTHERS					
1	Oil & Grease				0.01/0.03
2	Coliform (MPN/100ml)				-

Table – 1.2
PHYSICO-CHEMICAL CHARACTERISTICS OF SURFACE WATER SAMPLE
(Result are expressed in mg/l, unless otherwise stated)

Sl. No.	Parameters				Requirement (Acceptable) / Permissible Limits(IS:10500)
PHYSICAL					
1	Temperature (°C)				-
2	Colour,HU				5/25
3	Turbidity (NTU)				5/10
4	pH				6.5-8.5
5	Total Dissolved Solids				500/2000
6	Suspended Solids				
CHEMICAL					
1	Total Alkalinity as CaCO ₃				200/600
2	Chloride as Cl				250/1000
3	Sulphate as SO ₄				200/400
4	Nitrate as NO ₃				45/100
5	Fluoride as F				1.0/1.5
6	Total Hardness as CaCO ₃				300/600
7	Calcium Hardness as CaCO ₃				75/200*
8	Magnesium Hardness as CaCO ₃				30/100
9	Dissolve Oxygen				-
10	COD				-
11	BOD _(3 days at 27° C)				-
12	Sodium as Na				-
13	Potassium as K				-
HEAVY METALS					
1	Iron as Fe				0.3/NR
2	Manganese as Mn				0.1/0.3
3	Total Chromium as Cr				0.05/NR
4	Lead as Pb				0.01/NR
5	Zinc as Zn				5.0/15
6	Cadmium as Cd				0.003/NR
7	Copper as Cu				0.05/1.5
8	Nickel as Ni				0.02/NR
9	Arsenic as As				0.01
OTHERS					
1	Oil & grease				0.01/0.03
2	Coliform Organisms (MPN/100ml)				-

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ANNEXURE – VI

CHECK LIST

(Summary of Terms & Conditions)

(Bidder must confirm point by point and Strike out whichever is not applicable)

Name of Bidder:

Offer No.

We confirm/clarify as follows:

Sl. No.	Description	Bidder's Confirmation / Acceptance/ Comments
1	Pre-qualification criteria in favor of similar work executed along with copies of proof	Submitted/ Not submitted
2	Pre-qualification criteria in favor of Financial criteria along with copies of proof	Submitted/ Not submitted
3	Payment Terms: As per Clause No. 7.0 of Annexure-III	
4	Validity of Bid: 90 days from bid opening date	
5	GST Registration Certificate	Submitted/ Not submitted
6	Relevant Supporting document for Turnover for the last three financial years (2015-16, 2016-17 & 2017-18)	Submitted/ Not submitted
7	EMD amount	Submitted/ Not submitted
8	EMD exemption certificate	Submitted/ Not submitted
9	PAN card	Submitted/ Not submitted
10	Confirmation of acceptance to all terms and conditions of the tender document in totality.	Submitted/ Not submitted
11	Name, Designation, Telephone Nos. & Fax No. of contract person for this ITB/Enquiry.	

Note:

Copies of all documents required as above shall be submitted duly signed & stamped / Self attested.

Declaration: It is confirmed that in case any of the terms and conditions mentioned above in this Summary are at variance with those indicated anywhere else in our offer, the conditions indicated here shall only prevail.

Signature of Bidder:

Name:

Stamp:

Date:



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ANNEXURE VII

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

DECLARATION

To

Projects and Development India Ltd.
CIFT Building , Sindri, Dhanbad
Jharkhand-828122

Subject: ITB No.Dt.

Sir,

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

Signature

Name :

Designation :

Seal of the Bidder.

	<p align="center">PROJECTS & DEVELOPMENT INDIA LTD.,SINDRI</p>	ITB NO.: PSMM-ENV-GL-268-19/101119
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ANNEXURE- VIII

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	
8.0	COMPANY'S LEGAL STATUS (TICK appropriate option)	LIMITED
		UNDERTAKING
		JOINT VENTURE
		PARTNERSHIP
		OTHERS
9.0	COMPANY CATEGORY (TICK appropriate option)	MICRO
		SMALL
		MEDIUM
		ANCILLARY UNIT
		PROJECT AFFECTED PERSON OF THIS COMPANY
		SSI
		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



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Annexure-IX

**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 warranties 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 warranties 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.



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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

Validate

Print

Help

Item Rate BoQ

ANNEXURE - X

Tender Inviting Authority: PROJECTS & DEVELOPMENT INDIA LIMITED

Name of Work: Conducting monthly environmental monitoring job at Sindri, Gorakhpur & Barauni as per scope of work placed at Annexure – V of ITB.

Contract No: PSMM-ENV-GL-268-19/101119

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Conducting monthly environmental monitoring job at Sindri, Gorakhpur & Barauni as per scope of work placed at Annexure – V of ITB.					
1.01	Environmental Monitoring	1.000	AU		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			