

**PIMPRI CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,**

**NIGDI PUNE411044.**

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## **DETAIL TENDER PAPERS**

**E-TENDER NOTICE NO. B- 13 FOR 2018-19**

**TENDER NO : Sales-01**

### **NOTICE INVITING TENDER FOR SALE OF DISMENTLED STRUCTURAL STEEL**

<b>Name of Work:</b> - Disposal and sale of Structural steel of dismentled hording etc stored at PCNTDA office, Akurdi, Pune 44		
Estimated cost of sale	Rs.	6,41,344/-
E M D	Rs.	6,500/-
Cost Of Tender	Rs.	560/-
Sales Period	--	15 Days
Last Date of Receiving Offer	--	...../...../2018
Date of Opening of Tender :	--	...../...../2018

**Pimpri Chinchwad New Town Development Authority  
New Administrative Building,  
Near Akurdi Railwaystation,Pune-411 044  
Tel :- 020-27652934 Fax : 020-27652935**

**PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,**  
**NEW ADM. BUILDING, NEAR AKURDI RAILWAY STATION, PUNE-411 044.**  
**Phone No. (020)-27652934/35 (Extn :- 1305/1405)**

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**E -Tender Notice No. : Engg /B FOR 2018-19**

Online **e - tenders Lump sum bid** for the sales following materials are invited by the Chief Executive officer from the resourceful Agencies/ contractors experience in same nature job .,

<b>S N</b>	<b>Tendr No .</b>	<b>Name of work</b>	<b>Minimum Value</b>	<b>Upset</b>	<b>Earnest Money (Rs.)</b>	<b>Sales Period</b>	<b>Cost of e- tender form fees.</b>
1	Sales-01	Disposal/ sale of Structural steel of dismantled hording etc stored at PCNTDA office, Akurdi, Pune 44 weight 49910 kg Approx.	6,41,344/-		6,500/-	15 days	500/-

**E-tender time table**

<b>SN</b>	<b>Details</b>	<b>Start Date</b>	<b>Hrs.</b>	<b>End Date</b>	<b>Hrs</b>
1	Publication of Tender	..../...../2018	----	-----	-----
2	Document Download Start	..../...../2018	10.00Hrs	..../..../2018	16.00Hrs
3	Pre-bid Meeting	...../...../2018	12.00Hrs	-----	-----
4	Bid Submission Start	...../...../2018	10.00Hrs	...../...../2018	16.00Hrs
5	Opening of bid ( Technical Cover)	...../...../2018	15.00Hrs	-----	-----

**Note : All the payment towards EMD & Cost Of Tender Form will be done thru, epayment gateway by using Net banking only. Bidders are using SB MOPS other banks Internet Banking are requested to make online payment 4 days in advance**

**Note:-**

- All eligible/interested contractors who want to participate in tendering process should compulsorily get enrolled on e-tendering portal [http : // mahatenders. gov.in](http://mahatenders.gov.in) in the appropriate category applicable to them.
- Contractor shall contact for details or any difficulties in submission of online tenders if any to : "The 24 x 7 Toll Free Telephonic Help Desk Nos. 0120-4200462 & 0120-4001002 Mobile No. 91-8826246593"
- It is compulsory for all participants to submit all documents online. Bids will not be accepted by hand or by post. In case of failure online offer will not be opened.
- Right to reject any or all online bids of work without assigning any reasons thereof are reserved with PCNTDA.
- Above Tender Notice is displayed on [www.pcntda.org.in](http://www.pcntda.org.in)

**Chief Executive Officer,**  
**PCNTDA , Akurdi**

## **CHAPTER – I DETAILED TENDER NOTICE**

Online e-tenders Lump sum bids for the sales of following materials are invited by the Chief Executive Office from the resourceful Agencies / contractors experience in same nature of job.

**NAME OF WORK:** - Disposal/sale of Structural steel of dismantled hording etc stored at PCNTDA office, Akurdi, Pune 44 weight 49911 kg

1. **Minimum Upset Valuse: Rs.6,41,344/-**
2. **COST OF BLANK TENDER FORM : RS. 560/-**

Tender Forms can be purchased from the e-Tendering Portal, "[http: mahatenders. gov.in](http://mahatenders.gov.in)" or after paying Tender Fees via online mode as per the **Tender Schedule**. Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-Tendering portal "[http: mahatenders . gov .in](http://mahatenders.gov.in)" or after entering the details, payment of Rs. **1000/-** should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

#### **4. EARNEST MONEY DEPOSIT (EMD) –**

(a) The EMD applicable amount shall be paid via Online mode only.

(b) Earnest money of deposit of **Rs. 6500/- (Rs. Six thousand Five hundred only )** shall be paid via online using NEFT/RTGS or payment gateway mode .After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

(c) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise on expiry of the validity period whichever is earlier. In case of successful tenderer, it will be refunded/adjusted on his paying initial Security Deposit and completing the tender documents.

(d) Tender of those who do not deposit earnest money shall be summarily rejected.

(e) If successful tenderer does not pay the security deposit in the prescribed time limit and completing the tender documents and agreement, his earnest money deposit will be forfeited.

#### **5. SECURITY DEPOSIT :**

**DELETED**

**6. TIME LIMIT FOR COMPLETION OF WORK**

The time limit for this Sales will be 15 **Days** and will be counted from the date of issue of work order.

**7. PRE-TENDER CONFERENCE : will be conducted as per Notice Invited Tender**

**8. ONLINE ENVELOPE NO. 1 : (Technical Documents) ELIGIBILITY OF BIDDER**

**A) The First Online envelope "Envelope No. 1" shall contain/Upload including self attested copies of: the following documents:**

1. Scanned copies of online Receipts of Payments towards Tender Form fee and EMD
2. Scanned copy of **Details of Tenderer PAN No.** and complete postal address with Pin Code and telephone Numbers
3. Scan copy of GST Registration certificate.
4. Scan copy Shop Act registration Certificate
5. Scan copy of self Declaration as Appendix - B

**B) ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)**

The second online envelope "Envelope No.2" shall contain the offer/Bid.  
( In the form of scan copy upload - offer /Bid - as Appendix - A )

**11. Validity of terms of the BID**

a) It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 days from the last date for submission of the Non-adherence to this requirement will be a ground for declaring the Proposal as non-responsive. In exceptional circumstances, PCNTDA may solicit the Bidder's consent for extension of the period of validity. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting PCNTDA's request for validity extension shall not be permitted to modify its offer.

b) The above Sales process will be carried out under the supervision of the Engineer-in-charge of PCNTDA.

**12. POWER OF ATTORNEY:**

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

**13. ENQUIRIES**

Clarifications, if any, can be sought from:

**Chief Executive Officer  
Pimpri Chinchwad New Town Development Authority  
New Administrative Building, Near Akurdi Railway station,  
Pune-411 044  
Maharashtra State INDIA**

**14. ONE BID PER BIDDER**

Each contractor shall submit only one bid for the Sales . The contractor who submits or participates in more than one bid will cause all the bids with the Bidders participation to be disqualified.

**15. COST OF BIDDING**

The tenderer shall bear all costs associated with the preparation and submission of the bid and PCNTDA will in no case, be responsible and liable for those costs.

**16. SITE VISIT**

The contractor at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be borne by the bidder. No extra claim will be entertained in future on this account. The work consists of Administrative building is parking plus seven storey.

**17) OPENING OF TENDER**

The tenders will be opened on the date specified in the Tender Notice (if possible) in the presence of the intending bidders or their authorized representative to whom they may choose to remain present. Following procedure will be adopted for opening of the tender.

**(A) ENVELOPE No.1 :- ( Technical Documents)**

First of all Envelope No.1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

**(B) ENVELOPE No.2: (Financial Bid)**

This envelope No. 2 shall be opened online after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered offer/bid shall then be read out. in the presence of bidders who remain present at the time of opening of Envelope No.2.

**18. RIGHT RESERVED : -**

Right to reject any or all tenders without assigning any reason therefore is reserved by the competent authority of PCNTDA, Near Akurdi Railway station, PUNE – 44, whose decision will be final and legally binding on all the tenderers.

(i) The PCNTDA may extend the dead line for submission of tender by issuing a corrigendum.

(ii) The PCNTDA Near Akurdi Railway station, PUNE – 44 shall have the right to revise or to amend the contract document prior to receipt of tender.

(iii) In the event of any intending bidder **found as debarred by any power utility/Government office from participating in bidding for whatever reasons**, PCNTDA reserves right for examination/scrutiny of such offer and to take necessary action leading to rejection of the offer.

**19. The court of jurisdiction for this work is Pune and Pimpri Chinchwad.**

## SECTION-I

### (NOTICE INVITING TENDER FOR SALE OF OLD MS & RCC PIPES)

TENDER NO :- Sales -01

NOTICE INVITING COMPETITIVE TENDER BIDDING FOR SALE OF DISMENTLED STRUCTURAL STEEL OF VARIOUS SIZE AT PCNTDA OFFICE AKURDI

#### 1.0 INTRODUCTION

The Chief Executive Officer Pimpri Chinchwad New Town Development Authority invites Online e-tenders Lumpsum bids for Sale of Dismantled Structural steel “as is where is” basis lying at .PCNTDA office , Akurdi

.PCNTDA regulation from benefited, resourceful & Enlisted Agencies / Contractors, experienced in same nature of job

Sr No	Name of disposable scraped materials	Minimum Upset Value	Cost of bid Document	Earnest Money Deposit	Time Allowed For disposal
1	Dismantled Structural steel of various size	6,41,344/-	560/-	6500/-	15 days

#### 2.0 SCOPE OF WORK

The scope of work covered the disposal of OLD MS angles through sale including weighing, loading, transportation etc.

#### 3.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in **2(Two) parts** in **separate sealed envelopes** properly super Scribing shop act no, name of work and bid opening date as follows:

##### Part-I: Bid Guarantee & Pre Qualification Bid and

##### Part-II : Price Bid

##### Part-I: Bid Guarantee & Pre Qualification Bid:

- Containing Bid earnest money as per the stipulations of the Bid Document and cost of bid document in separate sealed envelope.
- Containing Documentary Evidence of the Bidder. The documents to be submitted are including self attested copies of:
  - Income tax clearance certificate.
  - Sales tax clearance certificate
  - Shop Act Registration No.
  - PAN Card

iii. In the event of any intending bidder **found as debarred by any power utility/Government office from participating in bidding for whatever reasons**, PCNTDA reserves right for examination/scrutiny of such offer and to take necessary action leading to rejection of the offer.

iv. Notwithstanding anything contained herein above, the PCNTDA reserves the right to assess the capacity and capability of bidder to execute the work.

In case of necessity, the bidder(s) may be asked to submit all original documents against the aforesaid points. PCNTDA shall verify the authenticity of the original document.

#### **Part-II : Price Bid:**

The price schedule as per the format indicated in the Bid Price Schedule. The bidder shall quote the rate for all items neatly in figure as well as in words, failing which quotation may be treated as informal. **Highest offered rate for Sum items will be considered during valuation of bids.** In this respect decision of the authority will be final.

5. In case the above scheduled last date for receiving of Sale offer against NIT. is declared holiday by the State Government, the said NIT. will be received up to 3.0 PM on the next working day keeping other clauses of NIT unchanged.

6. The Bid for Sale of materials shall remain open **for acceptance for a period of 120 Days from the date of opening of bid.** If any Sale bidder withdraws his offer before the said period or makes any modifications in the terms and conditions of the Sale offer which are not acceptable to the PCNTDA, the PCNTDA shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely

**The UPLOADED tender form can be seen and downloaded from the website :**  
[www.mahatenders.gov.in](http://www.mahatenders.gov.in)

**All the proposals shall be separately sealed with the inscription of proposal (bid) along with tender reference. The offers containing all two (2-Part) proposals shall be sealed in a big envelop with the NIT No. & date of opening scheduled and to be submitted within date specified and shall be opened sequentially in presence of authorized representative of intending bidders.**

**Sale/tender, each and every page of NIT document should be signed with seal and will be enclosed with the Pre-qualification bid.**

7. The bidder shall be required to deposit earnest money put to NIT in the mode of online payment only. The earnest money deposited shall be adjusted while deposit of sale value. Earnest money will not be refunded before finalization of the process and in no case no interest will be paid for earnest money deposit.

**BID NOT ACCOMPANIED WITH REQUISITE BID EARNEST MONEY SHALL NOT BE ENTERTAINED.**

8. Deleted

9. Deleted

10. The bid shall be valid for a minimum period of 120 (One hundred twenty) days from the date of opening of the tender.



## SECTION : II

### GENERAL TERMS AND CONDITIONS:

- i. Conditional offer(s) in tender shall be liable for rejection.
- ii. Acceptance or rejection or deviation of tender terms and conditions shall be finally decided by PCNTDA
- iii. PCNTDA reserves the right to withdraw from sale the materials offered for sale in full or part thereof without assigning any reason whatsoever and also retains the option to cancel a deal even after issue of LOA.
- iv. Quality and Quantity:
  - a. The scrap materials offered purely on "as is where is" basis. Pick and Choose method of collection shall not be allowed.
  - b. The tenderer should thoroughly satisfy themselves about the physical condition of materials at the time of inspection.
  - c. The scrap materials will be sold on lot basis. The entire materials lying in the lot shall have to be lifted by the purchaser so as to clear the entire lot at a time.
- v. PCNTDA also reserves the right to accept or reject highest tender without assigning any reason and may sell the materials to one or more than one tenderer as it may deem fit and no claim / complaint in this regard from the highest bidder will be entertained.
- vi. Intending tenders may seek for any clarification before tendering, submission of offer implies the tenderer has obtained all clarification required.

**vii. Deposit of Sale Value: The successful bidder shall have to deposit total bid amount in the form of Demand Draft / RTGs in favour of Chief Executive Officer, PCNTDA payable at Pune on any Nationalized / Scheduled Bank within 5 ( five ) days from the date of issue of LOA.**

viii. If the entire sale value is not deposited by the successful bidder within the time stipulated above, the bidder shall pay to PCNTDA a sum of rupees 0.5% (point five percent) per day upto maximum of 7 (seven) days delay. Thereafter the Earnest Money deposited by the bidder will be forfeited without further reference to him. No plea for delay in remittance of the sale value will be entertained.

~~ix. shall sign an agreement with the Chief Executive Officer, PCNTDA within 5 (Five) days from the date of issue of LOA. The bidder to deposit of sale value.~~

x. Lifting period: Entire quantity has to be lifted within 15 (Fifteen) days from the date of deposit of sale value. Any delay in lifting of materials beyond the stipulated period shall attract ground rent @0.5% (point five percent) of the sale value per week delay or part thereof.

xi. The materials will be handed over only to the successful bidder or to his authorized representative whose signature is attested by the bidder.

xii. Materials removed from the site . (Successful bidder must be Shift Dismantled structural steel beyond PCNTDA Area, No extra cost on this account will be entertained)

xiii. The materials should be lifted during the working hours on working days only.

**xiv. The Lump sum offer /bid will be considered as basic without taxes and duties which will be extra as would be applicable on the date of issue of LOA and shall be borne by the bidder.**

xv. All kinds of legal proceedings in any matter arising out of the contract shall be subject to the jurisdiction of the appropriate legal court at Pune & Pimpri Chinchwad.

xvi. Deleted

~~Subletting: Assignment of contract and / or subletting of this contract either in whole or in part is strictly prohibited. PCNTDA may at its discretion terminate the LOA and forfeit the security money if and when the fact of such parting assignment and / or subletting comes~~

~~to light.~~

xvii. Reserve Price: Bids found lower than the reserve price of each item, PCNTDA reserves the right to cancel the Sale process or to accept the bids where found expedient.

xviii. Weighing of materials: Weighing of materials will be done as per slandered norms of weight approved by .....

xix. Lifting and collection:

- a. Lifting of the Sale item from "as is where is" basis will be the total and complete risk & responsibility of scrap purchaser only.
- b. All statutory requirement and labour/crane/hydra /tailor enactments should be strictly followed in respect of persons employed by the purchaser(s).
- c. The purchaser's representatives, workers, lorry drivers and others will have to strictly observe the working hours & regulations regarding the discipline and security. Any violation of the regulation regarding discipline & security will lead to forfeiture of security money & termination of the contract by PCNTDA at his discretion.
- d. The purchaser(s) must not indulge in any corrupt or unlawful practice while executing the contract / work. If any such case is reported and established, PCNTDA will have full rights to forfeit the security money and cancel the LOA.
- e. After LOA the security of the sale material is responsibility of Bidder, if any loss / theft happen during LOA to Lifting and collection period, bidder liable pay for Quantity mention in NIT

xx. **CHANGE OF QUANTITY:**

- a. During the execution of the Contract, PCNTDA reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall be applicable for the individual items under the Contract and shall be limited to  $\pm 25\%$  of the quantity for which Sale has been invited.
- b. Quantity for which the Sale has been invited may vary at the discretion of PCNTDA In such a case, if it is found the amount deposited by the bidder as sale value is in excess of the actual quantity sold; PCNTDA shall refund such excess amount to the bidder followed by PCNTDA's payment release procedure.

xxi. The loading of sold materials should be done only after issue of "gate pass" & "issue note" by the owner under direct supervision of the authorized representative of PCNTDA The bidder should sign in the issue note after fully satisfying himself that the entries made therein are correct. The responsibility of PCNTDA ends after the materials has been loaded and signing of issue note. PCNTDA will be no party to any dispute that may arise after the loading has been completed.

xxii. PCNTDA shall have the right to withdraw / cancel / issue amendment to the bid documents / supplement or delete any of the conditions or clause stated in the bid document, for which the bidder(s) shall not be entitled to claim any cost / expenses in connection with submission of offer.

## SECTION-II INSTRUCTION TO BIDDERS

### 1.0 GENERAL INSTRUCTIONS

**The bidders are to satisfy themselves by actual site visit to the site of materials at the Kudalwadi Bridge Site, PUNE of as regards the prevailing condition of approaches, transportation facilities availability of laborers and availability of materials etc. before submission of bid. Visiting hours shall be restricted only within official working days and intending bidders should obtain appropriate permission in advance from the Engineer-in-Charge for the same.** No claim on this account will be entertained at any stage. The location of the Kudalwadi Bridge Site is near Tata motor Spine road Junction.

### 2.0 COST OF BIDDING

The Bidder shall bear all the costs and expenses associated with preparation and submission of its Bid including post-bid discussions if any etc. and the PCNTDA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 3.0 THE BIDDING DOCUMENT

#### 3.1 CONTENTS OF BIDDING DOCUMENTS

The actionable goods and services required, bidding procedures and contract terms are as prescribed in the Bidding Documents.

#### 3.2. UNDERSTANDING OF BIDDING DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required in the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its Bid.

### 4.0 CLARIFICATIONS ON BIDDING DOCUMENTS

4.1. A prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part or requires any clarification on Bidding Documents should make the request / notify the tender inviting authority of PCNTDA in writing. The concerned authority of PCNTDA shall respond in writing to any request for such clarification of the Bidding Documents, which it receives not later than Seven (7) days prior to the deadline for submission of bids stipulated in tender notice. Written copies of the response (Including an explanation of the query but without identifying its source) shall be sent to all prospective bidders who purchased the tender document.

4.2. Verbal clarification and information given by the Owner or his employee(s) or his representative (s) shall not in any way be binding on the Owner.

### 5.0 AMENDMENT TO BIDDING DOCUMENTS

5.1 At any time prior to the deadline for submission of bids, PCNTDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment(s).

5.2. The amendment shall be notified in writing or by e-mail or cable to all prospective Bidders, who have received the Bidding Documents at the address contained in the letter of request for issue of Bidding Documents from the Bidders. PCNTDA shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

5.3 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, PCNTDA may, at its discretion, extend the deadline for submission of bids.

5.4. Such amendments, clarifications, etc shall be binding on the bidders and shall be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

## 6.0 PREPARATION OF BIDS

### 6.1. LANGUAGE OF BID

The Bid prepared by the Bidders and all correspondence and documents relating thereto, exchanged by the Bidder and PCNTDA, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For Correspondence English & Marathi language permitted.

## 7.0 LOCAL CONDITIONS

7.1. It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effects on the execution of the contract covered under these documents and specifications. The Owner shall not entertain any request for clarification from bidders, regarding such local conditions.

7.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents shall be entertained by PCNTDA Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by PCNTDA

## 8.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in 2(two) parts in separate sealed envelopes properly super scribing tender no., name of work and bid opening date as follows:

### **1st Part: Bid Guarantee & Pre-Qualification Bid.**

- i. Containing Bid earnest money as per the stipulations of the Bid Document and cost of bid documents in separate sealed envelope.
- ii. Containing Documentary evidence in fulfilling the requirements as indicated at Sl.No. 4.0 of Section-I of the tender document. The Bidder shall also submit all such other documents deemed necessary in support of their meeting the stipulated qualifying requirement and its credentials.

### **2nd Part: Part-II- Price Bid**

Only the successfully pre-qualified bidders shall be considered for opening of price bid.

The commercial bid shall be opened on prior information to all bidders as early as possible. The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence. Bids not covering the above entire Scope of Work shall be treated as incomplete and hence rejected.

The Bidder shall quote unit rate in the appropriate schedule of the Bid Form. Bidder shall indicate Bid prices in Indian Rupees only. **Offered price shall be evaluated as per Clause-xiv of "General Terms & Condition" payable on the transactions between the Owner and the Bidder.** As regards the Income Tax surcharge on Income Tax and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities Service tax, as applicable on services rendered shall be responsibility of the bidder. PCNTDA shall not bear any liability on this account.

## 9.0 BID GUARANTEE

9.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Tender (NIT) in the mode of online process only

9.2 The earnest money is required to protect PCNTDA against the risk of Bidder's conduct, which would warrant the earnest money forfeiture pursuant to Para 9.5.

9.3 The earnest money shall be made/deposited in Indian rupees only.

9.4 Any bid not secured in accordance with Para 9.1 and 9.3 above shall be rejected by PCNTDA as non-responsive.

**9.5 The earnest money may be forfeited:**

- a. If a Bidder withdraws his bid during the period of bid validity specified by the Bidder on the bid form; or
- b. In case of a successful Bidder fails:
  - i. to sign the contract.

**9.6 No interest shall be payable by PCNTDA on the above earnest money.**

#### **10.0 PERIOD OF VALIDITY OF BIDS**

10.1 **Bids shall remain valid for 120(one hundred twenty) days after the date of bid opening prescribed by PCNTDA,** unless otherwise specified in the accompanying Special Conditions of Contract. A Bid valid for a shorter period shall be rejected by PCNTDA as non-responsive.

10.2 In exceptional circumstances, PCNTDA may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing (including cable or fax or email). The Earnest money provided shall also be retained upto the extended period. No interest shall be payable by PCNTDA for retaining the earnest money upto the extended period. A Bidder may refuse the request without forfeiting the earnest money deposited by him. A Bidder granting the request shall not be required or permitted to modify his Bid.

#### **SUBMISSION OF BIDS**

#### **11.0 FORMAT OF BID**

11.1 The Bid shall be submitted in two parts as described in clause no. 8.0 of Section – II.

11.2 The Bid shall contain no interline ations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **12.0 SIGNATURE OF BIDS**

12.1 The Bid must contain the name, residence and place of business of the person making the Bid and shall be signed and sealed by the Bidder with his usual signature.

12.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

12.3 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation / Company in the matter.

12.4 A Bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent', or other designation without disclosing his principal shall be rejected.

12.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

12.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.

12.7 Bids not conforming to all the above requirements may be disqualified.

**12.8 The original Sale bid document shall be signed by the tenderer / bidder on all pages and will be enclosed with the commercial bid.**

**12.9 The Bidder shall have to give a DECLARATION that he / they have gone through the details of the bidding document.**

13.2 The earnest money must be paid through online for pre-qualification bid.

#### **14.0 DEADLINE FOR SUBMISSION OF BIDS**

14.1 The Bidders have the option of sending the Bid by registered post or submitting the Bid in person. Bids submitted by telex/telegram/fax shall not be accepted. No request from any Bidder to PCNTDA to collect the Bid from airlines, cargo agents etc. shall be entertained.

14.2 Bids shall be received by PCNTDA online only, not later than the time & date mentioned in the Invitation to Bid.

14.3 PCNTDA may, at its discretion, extend this deadline for the submission of Bids, in which case all rights and obligations of PCNTDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **15.0 LATE BIDS**

15.1 Any Bid received by PCNTDA after the time & date fixed or extended for submission of Bids prescribed by PCNTDA, shall be rejected and/or returned unopened to the Bidder.

#### **16.0 MODIFICATION AND WITHDRAWAL OF BIDS**

16.1 Once the intending bidder submits/drops his/her bid offer, modification/correction /withdrawal of bid(s) shall not be allowed/accepted.

16.2 No Bid shall be modified / withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a Bid during this interval shall result in forfeiture of the earnest money deposited by the bidder.

## **BID OPENING AND EVALUATION**

### **17.0 OPENING OF BIDS BY PCNTDA**

17.1 First the Online Envelope containing Earnest money as per relevant clause of NIT and required documents of qualifying requirement as per clause 4.0 of Section-I shall be opened and only those Bidder whose Bid contains Earnest money and documents of qualifying requirements as per the stipulations of NIT shall be considered eligible for opening of Part-II (Price Bid) of the Bid. In case the above schedule date of opening of Bid is declared holiday by the State / Central Govt. the Bid will be opened on the following working day keeping time unaltered.

17.2 The Bid and its all parts shall be opened in the presence of Bidders' or representative (only one person) duly authorized by the bidder at the date and time scheduled for opening of bids indicated in the NIT or in case any extension has been given thereto. The Bidder / representative shall sign in a register evidencing their attendance. No person / agent shall be allowed to present during opening of Bid without valid authorization from the concerned bidder.

17.3 The Bidders name, bid prices, modifications, bid withdrawals and the presence or absence of the requisite earnest money and such other details as PCNTDA, at its discretion, may consider

appropriate shall be announced at the opening.

17.4 No electronic recording devices shall be permitted during bid opening.

### **18.0 CLARIFICATION OF BIDS**

18.1 To assist in the examination, evaluation and comparison of Bids, PCNTDA may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

### **19.0 PRELIMINARY EXAMINATION**

19.1 PCNTDA shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

**19.2 Arithmetical errors shall be rectified on the following basis:**

If there is a discrepancy between the unit price and the total price that is obtained by multiplying

the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does

not accept the correction of the errors as above, his bid shall be rejected and the amount of earnest money shall be forfeited.

The Bidder shall ensure that the price(s) furnished by him are complete. In the case of not quoting

of rates of any item (supply / erection) in the specified price schedules of the Bid Form, PCNTDA

shall be entitled to consider the highest price of the tender for the purpose of evaluation and for the purpose of award of the Contract, use the lowest prices of the tender.

19.3 Prior to the detailed evaluation, PCNTDA shall determine the substantial responsiveness of each Bidw.r.t. Bidding Documents. For purpose of these Clauses, a substantially responsive

Bid is one which conforms to all the terms and conditions of the Bidding Documents without material

deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the

Bidder or any right of PCNTDA as required in these specifications and documents. PCNTDA determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

19.4 A Bid determined as not substantially responsive shall be rejected by PCNTDA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19.5 PCNTDA may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **20.0 COMPARISON OF BIDS**

20.1 **For comparison, individual bid price shall be considered as per Clause of NIT**

20.2 Evaluated bid prices of all the bidders shall be compared among themselves to determine the **Highest evaluated Bid** and, as a result of this comparison, the **Highest Bid** may be selected for award of the Contract.

## **21.0 CONTACTING THE OWNER**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by PCNTDA to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters relating to the bids under consideration. PCNTDA, if necessary, shall obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders shall not be permitted to change the substance of the bids after the bids have been opened.

## **AWARD OF CONTRACT**

### **22.0 AWARD CRITERIA**

22.1 PCNTDA shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the **Highest evaluated Bid**, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. PCNTDA shall be the sole judge in this regard.

22.2 Further, PCNTDA reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying in the NIT.

### **23.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

23.1 PCNTDA reserves the right to accept or reject any bid. Without giving any reason

### **24.0 NOTIFICATION OF AWARD**

24.1 Prior to the expiration of the period of bid validity and extended validity period, if any, PCNTDA shall notify the successful Bidder in writing by registered letter or by cable or telex or FAX, to be confirmed in writing by registered letter, that his Bid has been accepted.

24.2 The Notification of Award / Letter of Award shall constitute the formation of the Contract.



24.3 The approved bidder on receipt of the LOA has to confirm unconditional acceptance of the same.

## **25.0 SIGNING OF CONTRACT**

25.1 At the same time as PCNTDA notifies the successful Bidder that its bid has been accepted, PCNTDA shall send the Bidder the detailed LOA.

## **26.0 CORRUPT OR FRAUDULENT PRACTICES**

26.1 PCNTDA expects the bidders / suppliers / contractors observe the highest of ethics during the process and execution of such contracts. In pursuance of this policy, PCNTDA, Defines for the purpose of this provision, the terms set forth below as follows;

i) "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a official in the process or in contract execution, and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a process or the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner from the benefits of free and open competition.

PCNTDA will reject a proposal for award if it determines the bidder recommended for award has

engaged a corrupt or fraudulent practice in competing for the contract in question.

**PCNTDA will declare a firm ineligible, either indefinitely or for a stated period of time, if owner any time, determines that the firm has engaged corrupt / fraudulent practices in competing for, or in executing the contract.**

APPENDIX - A  
( On the Letterhead of Agency )

**OFFIER/PRICE BIDDING SCHEDULE**

Name of Work: Disposal / Sale of structural steel of dismantled hording etc stored at PCNTDA office , Akurdi Pune 44 Material as actual.

Sr. No	Name of materials	Minimum Upset Value	Total Offer /Bid Value (in Rs.)	
			In Figures	Amount (in Rs) In words
1	Dismantled Structural steel of various sizes	6,41,344/- ( Rs. Six Lakhs fourty one thousand three hundred fourty four Only )		

**Note- 1. Bidder must be quote offer/Bid value not less than minimum upset value for above item.**

**2. Bidder should visit the site and analyses the quantity of scrap/ dismantled material whatever available.**

**3. No claim will be entertained on this account.**

Signature of the bidder  
Name in block letter  
Full Address with contact No.  
Pan No.

## APPENDIX - B

( On the Letterhead of Agency )

### DECLARATION

I / We here by declare that I / we have personally gone through the Bid-Documents of Contract, instructions etc. incorporated in the Bidding Document for the Sale and I / We do agree to abide by all the rules and regulations of PCNTDA, Pune

SIGNATURE OF THE TENDERER/BIDDER