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**PIMPRI CHINCHWAD NEW TOWN
DEVELOPMENT AUTHORITY,
AKURDI, PUNE - 411 044**

SECTION 1

**NOTICE INVITING
PROPOSALS**

SECTION 1

Pipmri Chinchwad New Town Development Authority,

Akurdi, Pune - 411 044

NOTICE INVITING PROPOSALS

The PCNTDA hereby invites proposals from eligible agencies for dispose off 480 No. of old batteries of solar system (2V, 600AH) in the Request for Proposal.

Eligibility Criteria:-

(a) (i) The proposal,

- a) May be submitted by an individual firm engaged in E-waste disposal activity as per guideline of Govt. of Maharashtra since last three years (The firm should possess the licence/certificate regarding E-waste disposal in Maharashtra)
- b) The firm shall deposit cost of RFP of Rs. 1200/- at the time of submission of bids online through e-payment which will be non-refundable.

The firm must:

- i) Achieved average annual financial turnover of at least the amount prescribed of Rs. 6 lakhs during last 3 financial years.
- ii) The firm should be actual user registered with Ministry of Environment and forest.
- iii) The firm should have certificate regarding Hazardous waste (Management and Handling) Rule 2000 from Maharashtra Pollution Control Board.
- iv) The firm should have letter of authorization from Maharashtra Pollution Control Board

Copies of the Request for Proposals (RFP) document can be downloaded from mahatenders.gov.in from 04-12-2018 time 10.00 hrs to 18-12-2018 time 16.55 hrs

The bids will be opened in the presence of the prospective parties in the office of Chief Executive Officer , PCNTDA. The date of opening will be on 20-12-2018 at 15:00 hrs if possible.

Proposals shall be submitted online on or before 18-12-2018 till 16:55 hrs. Late or delayed submissions will not be accepted.

Chief Executive Officer,

PCNTDA, Akurdi, Pune-411044

Telephone No.020 27652934/35

e-mail- ceopcntda@pcntda.org.in

REQUEST FOR PROPOSAL

SECTION 2

PART-I

**INSTRUCTION TO
AGENCIES**

SECTION 2

INSTRUCTIONS TO AGENCIES (ITC)

PART I

1. Definitions

- a) "Contract" means the contract signed by and between Employer and the successful firm and all its attached documents.
- b) "Day" means calendar day.
- c) "Employer" means the **Chief Executive Officer , Pimpri Chinchwad New Town Development Authority, Akurdi or to whom the functions of the Chief Executive Officer may be subsequently transferred.**
- d) "Employers Representative" means the representative of the Employer. He is Executive Engineer, PCNTDA or any equivalent Officer appointed by the Employer.
- e) "Superintending Engineer" means the Superintending Engineer PCNTDA
- f) "Executive Engineer" means the Executive Engineer, PCNTDA
- g) "Government" means the Government of India ,/Maharashtra./ Relevant Government Department or Body including Local bodies
- h) "Personnel" means professionals and support staff provided by the firm and assigned to perform the Services or any part thereof.
- i) "Proposal" means the Technical Proposal and the Financial Proposal, considered together.
- j) "RFP" means the Request for Proposal issued by the Engineer-in-charge

2. Introduction

- 2.1 The Employer, named in the Part II Data Sheet, will select a firm in accordance with the method of selection specified in the RFP included in the Part II Data Sheet.
- 2.2 The name of the Assignment/Job has been mentioned in Part II Data Sheet.
- 2.3 Date, time and address for submission of Proposals have been given in Part II Data Sheet.

REQUEST FOR PROPOSAL

- 2.4 Agencies shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award.

3 Clarification and Amendment of RFP Documents

3.1 Firm may request for a clarification on any clause of the RFP documents at the address within the timelines indicated in the Part II Data Sheet. The Engineer-in-charge will respond in writing, or by standard electronic means and will send copies of the response to all Agencies.

3.2 At any time before the due date for submission of Proposal, the Engineer-in-charge may amend the RFP by issuing an addendum in writing or by standard electronic means.

4 Proposal:

A firm must only submit one Proposal. If a firm submits or participates in more than one Proposal, all such Proposals shall be rejected and not considered for the purposes of evaluation under the RFP.

5 Proposal Validity:

The Part II Data Sheet indicates how long firms Proposals must remain valid after the submission date. however, the Employer may request Agencies to extend the validity period of their Proposal. Agencies who do not agree have the right to refuse to extend the validity of their Proposal; under such circumstance the Employer shall not consider such Proposal for further evaluation.

6 Eligibility Criteria:

The firm submitting a Proposal must fulfill the criteria laid down in the Part II: Data Sheet for it to become eligible for submitting Proposal in response to this RFP.

7 Preparation of Proposal

7A. Bid Security

- 7A.1 The bid/ Proposal shall be accompanied by bid security as per Data Sheet in Part II.

REQUEST FOR PROPOSAL

Bid security should be paid online using NEFT/RTGS or payment gateway mode

- 7A.2** Any bid/ Proposal not accompanied by the Bid Security will be rejected.
- 7A.3** In the event of his bid/ Proposal being accepted subject to provisions of the sub clause 9A.4 below, the said amount if so requested by the bidder be appropriated towards the amount of Performance Security payable by him under the conditions of contract.
- 7A.4** If after submitting the bid/ Proposal, the bidder withdraws his offer or modifies the same or if after acceptance of his bid, fails or neglects to furnish the performance security, without prejudice to any rights and powers of the Employer hereunder or in law, the Employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder.
- 7A.5** In the event of bid/ Proposal being not accepted, the amount of Bid Security deposited by the bidder shall unless it is prior thereto to forfeit under provision of sub clause 9A.4 above, be refunded to him on passing of receipt thereto without any interest.

8 Bid Processing Fee: As in Part II Data Sheet

- 8.1 The Proposal as well as all related correspondence exchanged by the Agencies and the Engineer-in-charge shall be written in the English language.
- 8.2 Technical Proposal:** Agencies are required to submit online (e- submission on mahatenders.gov.in) Technical Proposal (TP) informs provided in Section-3. The Part II Data sheet in Section-2 also indicates the formats of the Technical Proposal to be submitted. Submission of the Technical Proposal not complying with the requirements will result in the Proposal being deemed non-responsive. Content of the Technical Proposal is prescribed below:
- 8.2.1 Form TECH-1 in Section-3 is cover letter accompanying Technical Proposal.
- 8.2.2 A brief description of the firm's organization will be provided in Form TECH-2. In the same Form, the firm will provide details of E-waste disposal done by him in last 5 years
- 8.2.3 Copy of audited balance sheet duly certified by C.A. for F.Y.2015-16. And F.Y. 2016-17 and F.Y. 2017-18.
- 8.2.4 Documents for Eligibility Criteria as stated in the bid document.
- 8.2.5 CA certificate for average Annual turnover of last 3 years
- 9.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non- responsive.
- 9.5 Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Form FIN-1 in Section 4). (including GST)

REQUEST FOR PROPOSAL

- 9.6 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be summarily rejected.

Deleted

10. Taxes

All applicable taxes excluding Goods And Services Tax will be included in the financial proposal in Form FIN-1 in Section 4.

11. Currency

Agencies shall express the price of Assignment/job in percentage of the estimated project cost (EPC)

12. E - Submission, Receipt and Opening of Proposals

- 12.1 Submission letters for both Technical Proposal and the Financial Proposal should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 12.2 An authorized representative of the firm shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 12.3 The original and all copies of the Technical Proposal shall be submitted online on www.maharashtra.etenders.in Similarly, the original Financial Proposal shall be submitted online on www.maharashtra.etenders.in clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job.

13. Proposal Evaluation

- 13.1 The Agencies should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort to influence the Employer in the examination or evaluation of proposals may result in the rejection of the Firm's Proposal.
- 13.2 **Evaluation of Technical Proposals:** PCNTDA while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 13.3 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the technical Proposal will start first and at this stage the financial bid (Proposal) will remain unopened.
- 13.4 **Public opening & evaluation of the Financial Proposals:**

REQUEST FOR PROPOSAL

Financial Proposals of only those entities that are technically qualified shall be opened on the date & time to be specified later, in the presence of the firms' representatives who chose to attend. The name of the Agencies, their technical score and their financial Proposal shall be read aloud.

- 13.6 The PCNTDA will correct any computational errors. When correcting computational errors between word and figures, the former will prevail.
- 13.7 After opening of Financial Proposals, Highest bidder is eligible for award of Contract. The selected firm will be invited for negotiations, if considered necessary.
- 13.8 The decision of Employer is final and binding on all Agencies who participated in this proposal.

14. Negotiation of Contract

14.1 Negotiations may be held at the date, time and address intimated to the selected firm.

14.3 Financial negotiations:

Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the firm. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

15. Award of Contract

- 15.1 The Chief Executive Officer , PCNTDA shall issue a Letter of Intent (LOI) to the selected firm and promptly notify all other Agencies who have submitted Proposals about the decision taken.
- 15.2 Unless otherwise agreed, the firm will sign the Contract within 15 days of issuance of LOI.
- 15.3 The firm is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

15.4 Performance Security

The successful firm whose offer has been accepted will have to pay an amount online as per Data Sheet in Part-II as performance security. The performance security shall be either in the form of demand draft drawn in favour of Chief Executive Officer, PCNTDA, as per Data Sheet in Part -II or in the form of bank guarantee from a the State Bank of India or any Nationalized Bank with a branch in Pune Maharashtra State. Performance security shall be furnished within 15 days from the date of issue of acceptance letter else the firm will be liable for action as per sub clause 9A.4of ITC Part-I. The performance security submitted shall be valid up to a period of 3 months beyond the agreement period.

16. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's anti fraud and corruption policy.

17. Transparency & Disclosure provision: Deleted

SECTION 2

PART-II

DATA SHEET

REQUEST FOR PROPOSAL

<u>PART II: DATA SHEET</u>		
<i>Sr. No.</i>	<i>Ref. of</i>	<i>Particulars of Data Sheet</i>
1	2.1	Name of the Employer: Chief Executive Officer , PCNTDA New Admin Bldg , Near Akurdi Railway Station Pune -411044 Telephone No020-27652934/35 email -- ceopcntda@pcntda.org.in
2	2.2	Name of the Assignment/job is: for disposing off 480 No. of old batteries of solar system (2V, 600AH) installed in New Admin Building of Pimpri Chinchwad New Town Development Authority (PCNTDA)
3	2.3	Last Date, time for online submission of Proposal: Last Date : 18-12-2018 , Time :16:55 Hrs
4	2.5	a) Opening of Bid: will be held during- if possible Date: 20-12-2018 at 15.00 hrs. Venue: office of the Chief Executive Officer , PCNTDA
5	9A	Bid Security: Deleted Rs 8,000/- (Rs.Eight thousand Only) to be submitted online in the form of Demand Draft in favour of Chief Executive Officer , PCNTDA payable at Pune Deleted
6	15.4	Performance Security RS 16,000/- in the form of Demand Draft /Bank Guarantee / FDR in favour of Chief Executive Officer ,
5	2.6	The Executive Engineer , PCNTDA will provide the following inputs and facilities: Site map, Visit to site will be allowed with prior permission
6	3.1	Eligibility Criteria: i) Achieved average annual financial turnover of at least the amount prescribed of Rs. 6 lakhs during last 3 financial years. ii) The firm should be actual user registered with Ministry of Environment and forest. iii) The firm should have certificate regarding Hazardous waste (Management and handling) rule 2000 from Maharashtra Pollution Control Board. iv) The firm should have letter of authorization from

REQUEST FOR PROPOSAL

		Maharashtra Pollution Control Board
7	4.1	Deleted
8	7	Proposals must remain valid for 120 (one hundred twenty) days after the submission date.
9	9.3	The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2 : firms organization & experience Copy of Audited Balance sheet duly certified by C.A F.Y.2015-16, F.Y. 2016-17 and F.Y. 2017-18 Documents for Eligibility Criteria as stated in the bid document. CA certificate for Annual Turnover and Work Done/Completed certificate of Competent Authority. Form Tech 3: Project Scheduling & Planning.
10	9.3 (f)	Deleted
11	11	Agencies shall express the price of their Assignment/job in figure and word
12	12.3	The FIRM should submit the Technical and Financial Proposal online and make available hard copy for verification when demanded by PCNTDA
13	13.4	Prior to evaluation of Proposals, Employer will determine whether each proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if it satisfies all the criteria stated below: a) It is received online by the Proposal due date. b) It is signed and marked as stipulated. c) It contains the information and documents as requested in the RFP. d) It provides the information in reasonable detail. (õReasonable Detailö means that, but for minor deviations, the information can be reviewed and evaluated by Employer without communication with the firm). Employer reserves the right to determine whether the information has been provided in reasonable detail. e) There are no inconsistencies between the Proposal and the supporting documents.

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		<p>f) It does not contain any condition or qualification.</p> <p>Agencies are expected to submit a complete Proposal in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected.</p> <p>Employer reserves the right to reject any Proposal which in its opinion is not responsive and no request for modification or withdrawal shall be entertained by Employer in respect of such Proposals.</p>
	✓	<p><i>Only those Technical Proposals that are found to be responsive shall be further evaluated on the following parameters:</i></p>
15	15.3	<p>Expected date for commencement of work: Immediately after approval of the Tender Location: New admin building of PCNTD, Akurdi, Pune 411044</p>

NOTE:

1. deleted

SECTION 3
**TECHNICAL
PROPOSAL-
STANDARD FORMS**

LETTER OF PROPOSAL SUBMISSION

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer take the old batteries and dispose it off as per guildlines of Maharashtra Pollution Control Board **as mentioned in the Request for Proposal**

in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelops.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory

Name:

Title:

Address:

ORGANIZATION AND EXPERIENCE

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

A . Organization

[Provide here a brief description of the background

B . Experience

Using the format below, provide information on each assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out job similar to the ones requested under this Assignment/job.

Firm's name:

1	Assignment/job name:		
1.1	Description of Project		
1.2	Approx. value of the contract (in Rupees):		
1.3	Location:		
1.4	Duration of Assignment/job (months) :		
1.5	Name & address of Employer:		
1.6	(i)	Start date	
	(ii)	Completion date	

FORM TECH-3

PROJECT SCHEDULING & PLANNING

[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]

Project Scheduling & Planning.

The firm should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones

SECTION 4
FINANCIAL
PROPOSAL-
STANDARD FORMS

REQUEST FOR PROPOSAL

FINANCIAL PROPOSAL SUBMISSION FORM

[Clause 9.5 Section 2, Instructions to Agencies (ITC), Part I]

[Location, Date]

To:[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to dispose off the 480 No. of batteries of solar system installed in PCNTDA new admin building as mentioned in the Request

We hereby submit our Financial Proposal for the sum _____ for per kg of battery weight (in figure as well as in words).

We understood that our bid proposal will be for the 480 No. of batteries weighing approximately 22,080 kgs. We understood that the payment given to PCNTDA will be as actual on the weight of 480 batteries after final weighment.

We understand that the actual payment under the Contract, to the PCNTDA shall be made on the basis of the above stated rate.

We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to Financial Proposal may result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, as per RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Signature of Authorized Signatory

Name:

Title:

Address:

Note :-

The approximate weight of 1 battery with distilled water is :- 46 kg

The approximate weight of 1 battery without distilled water is :- 36 kg

So on pro data basis the approximate weight of the 480 No. of batteries with distilled water will be :- 22,080 kg

Firm should bid for the 22,080 kg of the batteries with distilled water

SECTION 5

**OTHER TERMS AND
CONDITIONS**

REQUEST FOR PROPOSAL

1. All Taxes, Duties & TDS will be EXTRA as applicable on the date of delivery.
2. Declaration form has to be on Company letter head duly filled with seal and authorised signature.
3. On receiving of contract letter, the highest bid firm will have to make the Payment of security deposit & payment as per bid within 7 days by way of DD payable at Pune and start lifting the batteries immediately after collecting the Contract Letter from PCNTDA. Security deposit will be refunded only after 30 days of lifting the batteries.
4. The successful firm should lift the batteries within 1 month from the date of work order
5. If Successful firm fails to lift all or partly batteries then penalty of Rs. 10000 per week will be imposed on firm. And even after 4 weeks firm is not lifting the material then the contracts will cancelled.
6. While taking delivery, complete quantity to be lifted as directed by PCNTDA.
7. Subject to terms and conditions set out herein, the batteries shall be lifted by **HIGHEST BIDDER** on "**AS IS WHERE BASIS**" and "**WET, DRY OR RUSTY**" condition and "**NO COMPLAINT BASIS**". The PCNTDA does not undertake any responsibility to procure any permission/license etc. in respect of the tender property offered for sale.
8. SELLER reserve the right to modify and amend the terms & condition and announce the same at any time before the entire tender concludes.
9. Participation and bidding in this tender shall be treated as conclusive evidence of the fact the the PCNTDA has inspected the materials and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Batteries, taxes & duties, and other extraneous factors and the Participation will be with the PCNTDA, It shall also imply that the firm has carefully gone through and understood the terms and conditions of tender including the amendments if any. PCNTDA will not entertain any complaints or Objections once Bid is placed.
10. PCNTDA does not give warranty or guarantee of the quality, quantity, measurement, condition, chemical composition of each individual battery and about its "End Use " or fitness for a particular purpose. Description given in the list is brief. Bids placed by the firm will deem to have been made on the clear understanding that the intending firm have satisfied themselves fully in regards to nature / conditions, quality of goods upon inspection or otherwise. No error, omission or mis-statement or mis-description whatsoever and howsoever made or published whether in list or otherwise and no defects or faults in the batteries shall invalidate the contract or be subject matter of any claim on the part of the firm by compensation or otherwise however nor will any such claim be entertained by PCNTDA.
11. The highest bid firm does not get any right to demand acceptance of his offer. PCNTDA reserves the right to accept / reject / cancel any bid, withdraw any portion of the tender

REQUEST FOR PROPOSAL

Property at any stage from tender even after acceptance of bid/issue of contract letter, or release order / deposit of full value by successful firm without assigning any reason thereof. In the event of such rejection/cancellation/withdrawal. PCNTDA shall refund the value of tender Property, if paid for, to the successful firm. PCNTDA shall not be responsible for any damage / loss whatsoever to the successful firm on account of such withdrawal.

12. EMD or Security Deposit amount will not carry interest.
13. It is the sole responsibility of the firm to ensure that batteries lifted through tender from PCNTDA shall not be used for rebuilding of parts / assembly / aggregates which are procured / made by PCNTDA.
14. **Inspection** ó The Intending firm shall visit the site and make them thoroughly acquainted with the local site conditions, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The firm shall quote taking into account all the site conditions including traffic restrictions and transport etc. For proper execution of the work. The firm will not be entitled to any claim of / and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions. firm should carry the Catalog along with them for the inspection of material at the Site, which will be subject to the usual security rules of the PCNTDA. Any clarification required may be sought by the firm from the PCNTDA at the time of inspection and no dispute will be entertained thereafter. A maximum of 2 personnel per firm will be allowed for inspection of batteries.
15. In case of successful firm, the EMD amount will be converted into Security Deposit and same shall be refunded only after 30 days of satisfactory execution of order. For unsuccessful firm EMD will be refunded from PCNTDA after 30 days of issuing work order to successful firm. Under any case, SD/EMD shall not bear any interest.
16. Full payment of the lot along with Security Deposit has to be made within 7 days from acceptance of contract letter.
17. Contract letter specifies the Last Lifting Date (LLD) and the same would be applicable for calculation of penalty including cancellation of contract and forfeiting EMD.
18. All payments shall be made in the form of Demand Draft issued by any Nationalized Bank in favor of CEO, PCNTDA Payable at pune.
19. On receiving of contract letter, the highest bid firm will immediately have to make the Payment of Security Deposit. Further payments should be made along with all the Taxes & Duties by way of DD payable at Pune and start lifting the materials immediately after collecting the Contract Letter from PCNTDA. The Contract Letter will be released only after receipt of prescribed amount.

REQUEST FOR PROPOSAL

20. In the event of the failure of the successful firm (H1 Buyer) by way of a default in payment of the material being disposed or non-compliance or any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit will stand forfeited for the breach of contract by the firm. In this case, the PCNTDA reserves the right to dispose of the balance material in the Lot and the said firm will have no claim whatsoever.
21. Bids placed / Rates offered are for the basic price only and are exclusive of all applicable taxes and duties like Excise Duty, VAT, IT, TCS etc as applicable. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of delivery.
22. The successful firm will make his own arrangement for transport of item from the Seller's premises. He will not be entitled to claim any facilities or assistance in this regard. Loading will be done by his own men under joint supervision. For lifting bulky/ heavy items, the firm will make arrangement for fork-lift / crane from the market and clear the material within stipulated contract period.
23. The firm, after loading the vehicle under supervision of PCNTDA officials, The firm first have to measure the weight of empty truck . Then after loading of batteries again the weight of loaded truck has to be measured. Then the net amount of weight will be calculated. The successful firm has to make the payment of the remaining weight of batteries as per bid quoted.
24. If the successful firm at any stage, after submitting his bids, either neglects or refuses or is unable to take complete delivery of the material for any reason whatsoever / or the performance of the firm is unsatisfactory, the PCNTDA will have right to forfeit the EMD / SD, terminate the contract and claim, for such further losses & damages that may be caused to the company by such breach. Whether successful firm's performance is satisfactory or not, will be for the Seller to determine and declare at it's sole discretion.
25. At any time, during the tender process / period of the contract, PCNTDA reserves the right to retain / withdraw any or all scrap items. Decision of the Seller in this regard will be final and binding on the firm. The firm shall not be entitled to claim any compensation or damages for the goods retained.
26. Firm should ensure that his labour should carry their identity proof for their self identity.
27. The loading of the material will be in the presence of and after the approval / authorization of PCNTDA.
28. The firm shall be responsible to ensure that their employees follow safety regulations as per board stipulations and other statutory regulations. Firm shall ensure that all his

REQUEST FOR PROPOSAL

workmen on site use safety belts, gloves, helmets, masks etc., as necessary for their safety. The firm shall be responsible to secure compliance's with all Central and State Laws as well as the rules, regulations, bye-laws / notification and orders of the local authorities and statutory bodies as may be in force from time to time. firms have to comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc., whichever is applicable.

29. The successful firm will make his own arrangement for dismantling, removal, lifting, loading and transporting of the material from the factory premises and he will not claim any sort of assistance or charges whatsoever from the PCNTDA.
30. It will be firm's responsibility to weight the empty Truck at the weigh bridge. And produce the weight of the empty truck will be deducted from the weight of the fully loaded truck. The weight confirmed by weigh bridge will be final and binding on the firm.
31. Once the goods / materials are taken out of the PCNTDA gate, Firm will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
32. firm and his men are subject to the security rule of PCNTDA in force while in the seller's premises. The firm (s), their workmen agents, or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the firm shall be liable for the good conduct, safety, & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
33. Seller will not at any time be responsible for any injuries caused due to accident within its premises either to the firm or his representative / labour etc., and the firm will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the firm to provide necessary safety appliances (like hand gloves / safety shoes / helmet etc.) to the labours, who are engaged for loading the materials.
34. If any accident or damage to the property / life etc., arises by reason of any act of negligence / omission / default or non-compliance with any the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the firm / his representative or employees, resulting in death or injury to any persons or damages to the property of the Seller or any third party, then in such an event the firm will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The firm shall in such event, keep the Seller fully indemnified from any demand, claims, or proceedings thereof.

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35. In case whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the firm, shall have no claim whatsoever on the goods remaining uncleared and the amount paid to PCNTDA. Will stand forfeited after the expiry of the said period. TATA Motors Ltd. Shall have right to dispose of such goods in any manner they like. The firm shall have no right whatsoever for any compensation on this account.
36. **Conditions for taking delivery & transportation -**
- a) For lots included in the list, before collecting the material, party must give an undertaking in writing on its letter head that the person collecting the material is its authorized representative.
- b) Lot will be lifted by using services of transporter holding "Valid Authorization of MPCB" for transporting hazardous waste.
37. It shall firm's responsibility to provide his labours with all the necessary safety equipments like safety shoes, hand-gloves, goggles, helmet, caps etc., while working on the premises of PCNTDA. The firm shall adequately cover all his labours under life insurance or any other related insurance / social security schemes prevalent under existing laws.
38. Entry of person / labour brought by the contractors is not automatic and subject to the compliance of Labour Laws and discretion of the TML authorities.
39. The contractor shall not bring any person / labour below the prescribed age as per law in force. Persons below the age of 18 years of age of brought by the contractors will be declined entry into TML premises unless valid proof of age of the concerned person is provided to their satisfaction.
40. No person / labour with medical problems of chronic nature viz; epilepsy, impaired eyesight / hearing, sick persons etc., shall be brought by the contractor seeking entry into PCNTDA premises.
41. Improper behavior of the firm or his employees/Agents/representatives or breach of the terms and conditions of the contract.