

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068
E Mail: epro@madrasfert.co.in / dgmts@madrasfert.co.in
TELEPHONE: 044 25945338 / 25945330

NOTICE INVITING TENDER
FOR
DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND
COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON
EXISTING RCC BASIN

TENDER No.ESER/TS/CT CELLS (M&N)/24.10.2017/005/dated
04.10.2017

SUMMARY

Online bids are invited for **“DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON EXISTING RCC BASIN”**. Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.nic.in [“Tenders” – “e-tenders”] or Central Public Procurement web <http://eprocure.gov.in/> eprocure/app Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please communicate to the following:

E-procurement Cell Email: epro@madrasfert.co.in / epro1@madrasfert.co.in

Phone: Mr. A M Sridhar 044 25945318

User contact detail: Mr. S Thamil Selvan - 044-25945330
Mr P Stalin - 044-25945338

Description: “DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON EXISTING RCC BASIN”	
Estimated Value of Tender	-----
Nature of Bidding	Two Stage Bidding: 1 st Part: Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	04/10/2017
Due date & Time for submission	24/10/2017 at 16:00 Hrs
Technical Bid Opening Date& time	25/10/2017 at 14:00 Hrs

Bid Submission (To be uploaded on or before the due date and time)	Three Separate on-line bids (1) EMD (2) Techno-Commercial Bid and (3) Price Bid To be submitted with price break up details as per Annexure-5 on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and price bid.
Validity	90 days from the date of opening of Techno-Commercial bid
Price Bid Opening Date	Will be intimated to Techno-Commercially qualified Tenderers only.
EMD Amount	₹ 4,20,000/- (Rupees Four Lakhs Twenty thousand only). Original EMD, DD/BG/RTGS (Scanned copy of RTGS details) should be furnished in a separate sealed cover super-scribed as EMD for Tender No. ESER/TS/CT CELLS (M&N)/24.10.2017/005 dated 04.10.2017 and the same should be submitted to DGM – Technical Services on or before 27/10/2017.
Mode of Payment for EMD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee (Annexure-11) or thru RTGS per details furnished in (Annexure – 16)
Security Deposit (SD)	5% of the Contract Value will be collected from the successful tenderer after placing Award of Work.
Performance Security Deposit (PSD)	5% of the Contract Value will be collected from the successful tenderer within 7 days after completion of Guarantee Test Run.
Mode of Payment for SD/PSD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee (Annexure-12)/(Annexure-13) or thru RTGS per details furnished in (Annexure – 16)
Time Schedule for completion of job	The entire job shall be completed within 9 months (excluding Sundays) from the date of issue of Award of Work by MFL.
LD	Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the total contract value.
Validity of BG for EMD	135 Days from the date of opening of tender.

Payment Term	<p>Supply :</p> <ul style="list-style-type: none"> - 60% within 30 days from the date of submission of Invoice after effecting supply at MFL. - 30% within 30 days from the date of submission of invoice after erection of wooden cooling tower M&N cells at MFL. - 10% within 30 days from the date of submission of Invoice after successful erection and commissioning subject to submission of PSD within 7 days from completion of Guarantee Test Run. <p>Erection & Commissioning:</p> <p>100 % within 30 days from the date of submission of Invoice after successful handing over of wooden cooling tower M&N cells.</p>
Time Schedule for completion of Job	The entire job shall be completed within 9 months (excluding Sundays) from the date of issue of Award of Work by MFL.
Bid Evaluation Basis	Techno-Commercially qualified on L1/R1 (Total landed cost) basis.
Scope of Work / Duties and responsibilities of the contract	Refer Annexure-3

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**DEPUTY GENERAL MANAGER
TECHNICAL SERVICES DEPARTMENT
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI 600 068**

ANNEXURE 1

INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1 **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Center (NIC)**
- 1.1.1 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode / eMudhra /safe script.
- 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg / .rar formats only.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.

- 1.1.10 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.1.11 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.1.12 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details.
- 1.1.15 The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server side and 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.

- 1.1.20 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 be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 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 of the 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.

Pre-Qualification Criteria**1.0 Pre-Qualification Criteria**

SI No	DESCRIPTION
1	The bidder should have their own facilities to Design, Engineering & Construction of WOODEN Cooling Towers.
2	The bidder should also have constructed minimum of 3 nos. WOODEN Cooling Tower cells of similar capacity or above in the past 7 years (Copy of Award of Work should be attached) prior to applying this tender.
3.	Performance certificates of the WOODEN cooling tower cells obtained from the clients for Sl. No. 2 (Minimum 3 Nos.)
5.	Average Annual Financial Turnover during the last 3 years, ending 31 st March of the previous financial year (2016-17), should be at least 60 lakhs.
6.	Details of Machineries/Equipments and other facilities available with the tenderer / bidder to execute the job.

Non-compliance of any of the above criteria shall lead to disqualification of the tender.

2.0 Documents required

- a) Copies of Award of work from their clients to prove the previous experience in the related field.
- b) Copies of ESI code allotment letter.
- c) Copies of PF code allotment letter.
- d) Copies of GST Tax number allotment.
- e) Profit and Loss Account details for the last 3 Years (2014-15, 2015-16 and 2016-17)
- f) Organization Chart
- g) Income Tax Return for the last 3 Years (2014-15, 2015-16 and 2016-17)
- h) "TENDERER UNDERTAKING" (Page No:29) and Annexure -9

Note:

All the bidders are advised to visit MFL Utility Plant before quoting the rates for on the spot assessment and quantify the nature of job as per the date and time after one week of NIT publication.

SCOPE OF WORK

BIDDER'S SCOPE :

1.00 Scope Of Work :

1.0 The Scope of Work includes but not limited to the following:

- 1.1 DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON EXISTING RCC BASIN at Madras Fertilizers Limited, Manali, Chennai – 600 068 as per the Wooden Cooling Tower Specification given **Attachment – C** (Technical Specification).
- 1.2 The proposed Cooling Tower M and N wooden cells are going to be erected in the existing RCC Basin at our Utility Plant. The existing RCC basin constructed in the year of 1997. Vendor has to inspect and check the stability of the existing RCC basin for the proposed wooden cells. Hence, bidders are advised to visit MFL's Plant Site before quoting their rates, for on the spot assessment.
- 1.3 One layer of epoxy coating shall be applied to cooling tower basin including concrete support blocks.
- 1.4 The proposed M and N wooden cells are to be installed as per the technical specification given in **Attachment – C**.
- 1.5 Hot Water line elevation of existing CT cells A to I and J, K & L has to be matched with proposed M & N CT cells hot water line elevation.
- 1.6 The Tenderer to include in his scope of work if any Statutory clearances required for the proposed wooden cells.
- 1.7 Fabrication, construction and testing shall confirm to specified codes. The tenderer should furnish details of the relevant engineering codes and specifications followed by him.
- 1.8 All work shall be true to specified dimensions within acceptable standard tolerance in manufacture.
- 1.9 Suitable area will be allocated by MFL to Contractor for storing his Materials. Contractor will be solely responsible for his materials.

2.0 Materials

Procurement of all materials required shall comply to relevant standards and the same shall be supported by manufacturer's material test certificate.

3.0 Inspection

- 3.1 MFL Engineer shall inspect the materials and workmanship at all stages of execution of the order.
- 3.2 The successful tenderer shall afford MFL Engineer's complete access for Inspection at all times and provide all information desired, about the progress of work.
- 3.3 MFL Engineer's decision as regards the acceptance of methodology of work shall be final and binding.

4.0 Submission of Drawings / Documents

- 4.1 After successful commissioning of the M and N Wooden Cooling Tower cells, four (4) sets of (i) "As Built" drawings (ii) Operation & Maintenance manual along with a soft copy of each shall be furnished.
- 4.2 Manufacture's Test Certificate, Material Test Certificate attested by the successful tenderer shall also be furnished.

5.0 Guarantee Test Run:

The Cooling Towers shall be tested for its performance as specified in clause 2.1 of **Annexure-5** by the successful tenderer after successful commissioning and the same is to be witnessed by MFL Engineer.

6.0 Insurance

Successful Bidder shall take comprehensive **Supply Cum Erection Insurance Policy** to cover all the risks during the pendency of contract till acceptance of job by the MFL. Bidder shall arrange for replacement of material damaged or lost in transit/during erection at site and also shall be responsible for processing the claims with Insurance Company.

7.0 Transportation

- 7.1 Road worthy packing for safe transportation of the consignment shall be the responsibility of the successful Tenderer.
- 7.2 The cost of transportation including transit insurance to MFL site shall be indicated separately in the prescribed "Price Bid Format" (**Annexure-5**)

8.0 Progress Report:

The successful tenderer shall submit the Progress Reports of the work executed 'Fortnightly'.

9.0 TIME SCHEDULE

9.1 The entire job shall be completed within 9 months (excluding Sundays) from the date of issue of Award of Work by MFL.

10.0 MFL's scope of work:

- Power.
- Utilities like instrument air and service water.

11.0 General:

- 11.1 Any materials/accessories/fittings etc., which may not be specifically mentioned in the Scope of Work but which are normally used/necessary are to be provided by the Successful tenderer without any extra cost to MFL.
- 11.2 Any deviation from the Technical Specification in the Tender shall be prominently indicated by the tenderer in their quotation.
- 11.3 Job shall be carried out at MFL Plant site during General Shift hours (Monday to Saturday, 8:00 – 16:45 Hrs).
- 11.4 Bidder's workmen should fulfill all statutory obligations and comply with provisions of Labour Regulations Act 1970.
- 11.5 Also bidder's workmen shall be adequately covered by ESI, PF and evidence thereof shall be produced before commencement of this work.
- 11.6 Bidders should strictly adhere to MFL safety rules and regulations.
- 11.7 Work permit shall be obtained during each shift from concerned Plant Authorities
- 11.8 Bidder to depute a Full time Site Engineer / Supervisor to supervise the Job progress and coordinate with our Engineers.
- 11.9 All the tools and tackles brought in and taken out by the bidder shall be Produced to MFL Engineers for verification.
- 12.0 Job shall be free from unsafe activities. Any unforeseen accident / incident happen, the successful bidder should take care of all Statutory requirement.
- 13.0 Scaffolding to be arranged by bidder and the materials used for scaffolding should be removed from MFL premises within 15 days from the date of completion of job.

Note: All the bidders are advised to visit MFL Utility Plant before quoting the rates for on the spot assessment and quantify the nature of job as per the date and time after one week of NIT publication.

TECHNICAL SPECIFICATION

The WOODEN cooling towers shall be designed and constructed as per the following site Conditions and Technical specification:

1.0 Climatic and Seismic Conditions at Site:**1.1 Temperature:**

Max. Dry bulb	:	42°C
Min. dry bulb	:	22°C
Design dry bulb	:	42°C
Design wet bulb	:	29°C

1.2 Atmospheric Pressure

Max. Pressure	:	1007 millibar
Min. Pressure	:	995 millibar
Design Pressure	:	1006 millibar

1.3 Humidity

Relative Humidity	:	70-90%
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1.4 Wind Load:

Design Wind Velocity	:	67 m/s
Seismic Data	:	Zone II as per IS - 1893
Basic Horizontal Seismic co-efficient	:	0.02

2.0 Technical Specifications:

The Cooling Tower shall be designed on the following basis:

Type	:	Induced draft, double air entry – Cross flow Type
No. of cells	:	2 Cells
Design flow	:	2 X 1250 m ³ /hr (total: 2500 m ³ /hr)
Heat load	:	35 MKcal/hr
Inlet Hot water temperature	:	46.5°C
Outlet Cold water temperature	:	32.5°C
Design wet bulb Temperature	:	29°C
MOC of Cooling Tower	:	WOOD
Cycle of concentration	:	4 to 6
Evaporation & windage loss	:	2.5% (max)

- 2.1 The Cooling Tower shall be capable of cooling the specified quantity of Cooling Water for the specified 'Range' and 'Approach' with the design wet bulb temperature. This cooling shall be possible even when the wind conditions contribute most severely to the re-circulating effect upon each other.

- 2.2 The Cooling Tower shall be of splash type and cross flow design with water distribution and air circulation so arranged as to enable maintenance of any cell in any tower while the other cells are under operation. The water distribution system shall permit full water flow with one cell taken out of service for maintenance work during extremely adverse condition of re-circulation.
- 2.3 The water distribution basin and piping system shall be so designed that when any one of the cell, is out of operation for maintenance, the remaining cells shall be capable of handling the full quantity of water as specified.
- 2.4 The tenderer shall examine the proposed site of the tower and according to the plant area and the wind rose, to determine the re-circulation which must be taken in to consideration for the purpose of design of the tower to ensure that the design parameters of the tower are maintained. Tenderer may consider applying a correction factor to the design wet bulb ambient temperature to accommodate the re-circulation effect.

3.0 CONSTRUCTIONAL FEATURES / MATERIAL SPECIFICATION:

Sl. No	Description	Unit	Requirement	Vendor's Offer
1	BASIS OF DESIGN			
	TYPE		INDUCED DRAFT CROSS FLOW WOODEN COOLING TOWER	
	NUMBER OF CELLS	NO	2 CELLS	
	CIRCULATING WATER PER CELL		1250 M3/hr	
	HOT WATER TEMP	°C	46.5	
	COLD WATER TEMP	°C	32.5	
	WET BULB TEMP	°C	29	
	RANGE	°C	14	
	APPROACH	°C	3.5	
	NO OF WATER INLETS/CELL	NO	2	
	EVOPORATION LOSS	%	VENDOR TO SPECIFY	
	DRIFT LOSS	%	VENDOR TO SPECIFY	
	PUMPING HEAD	M	10	
	WET OPERATING WEIGHT	KGS	VENDOR TO SPECIFY	
	DESIGN WIND LOAD	M/SEC	67	
2	TOWER SIZE			
	WIDTH AT TOP	MM	20790	
	LENGTH AT TOP	MM	18600	
	HEIGHT UPTO FAN DECK	MM	10750 (FROM BASIN CURB LEVEL)	
	HEIGHT UPTO FAN CYLINDER FROM BASIN CURB LEVEL	MM	VENDOR TO SPECIFY	
3	RCC BASIN DIMENSIONS			
	LENGTH	MM	18920	EXISTING
	BREADTH	MM	15950	EXISTING

4	FAN MOTOR		
	MAKE		ABB/SIEMENS/ CGL
	TYPE		SQUIRREL CAGE INDUCTION MOTOR
	ENCLOSURE		TEFC
	PROTECTION		IP 55
	INSULATION		CLASS F
	FAN MOTOR HP		VENDOR TO SPECIFY
	FAN MOTOR SPEED		VENDOR TO SPECIFY
5	FAN		
	MAKE		FRP
	NO OF FANS		ONE FAN PER CELL
	FAN DIAMETER		VENDOR TO SPECIFY
	NO OF BLADES		VENDOR TO SPECIFY
	MOC OF HUB		MS-HDG
	FAN TYPE		AXIAL FLOW , ENERGY EFFICIENT HOLLOW BLADES
	FAN SPEED	RPM	VENDOR TO SPECIFY
6	FAN CYLINDER		
	MOC		FRP
	HEIGHT		VENDOR TO SPECIFY
7	GEAR BOX		
	MAKE		VENDOR TO SPECIFY
	NO OF GEAR BOX		2
	TYPE		SPIRAL BEVEL
	SERVICE FACTOR		2
	GEAR BOX RATIO		VENDOR TO SPECIFY
8	WATER DISTRIBUTION		
	TYPE OF FLOW		GRAVITY
	TYPE OF NOZZLE		VENDOR TO SPECIFY
	NO OF NOZZLES		VENDOR TO SPECIFY
	FLOW METER		VENDOR TO SPECIFY
	REGULATING VALVE AT VERTICAL SUPPLY HEADER		TWO PER CELL AT TOWER INLET(BFV)
	HOT WATER VALVE AT DECK TOP		TWO PER CELL AT TOWER INLET
9	DRIVE SHAFT		
	TYPE		FLEXIBLE, TUBULAR TYPE CARBON FIBER DRIVE SHAFT
	SHAFT & YOKE		HDG STEEL
	BALANCING		DYNAMICALLY
	QUANTITY		ONE PER CELL
10	FILL		
	TYPE		VENDOR TO SPECIFY
	MOC		PVC
	HEIGHT OF PACKING	MM	VENDOR TO SPECIFY
	FILL SUPPORT		GRP MESH
11	DRIFT ELIMINATOR		
	TYPE		VENDOR TO SPECIFY
	MATERIAL		PVC
	EFFICIENCY		95%

12	MATERIAL OF CONSTRUCTION		
	TOWER STRUCTURE		IMPORTED DOUGLUS FIR
	FAN DECK & DIST. DECK		VENDOR TO SPECIFY
	TOWER CASING & LOUVERS		ASBESTOS CORRUGATED SHEET
	FAN CYLINDER		FRP
	STAIRCASE		WOOD
	EXTERNAL PIPING		CARBON STEEL
	FLOW CONTROL VALVES (HOT WATER VALVE)		C.I / 2 NOS/CELL
	BASE FRAME		GALVANISED STEEL
	DRIFT ELIMINATOR		RIGID PVC
	DISTRIBUTION NOZZLE		POLYPROPYLENE
	FAN BLADES		FRP HOLLOW BLADES
	FAN HUB		HDG STEEL
	FAN HARDWARE		SS 304
	ALL BOLTS, NUTS & WASHERS		SS 304
	FILL		PVC
	FILL GRID SUPPORT		GRP
	DRIVE SHAFT & YOKE		HDG STEEL
	LOW OIL & CUT OFF VIBRATION SWITCH		DANCAL INDIA MAKE
	ANCHOR BOLTS		HDG STEEL
	PLENUM DOOR		FRP
	ESCAPE DOOR		EPOXY COATED MILD STEEL
	MATERIAL HANDLING DEVICE		GALVANISED STEEL
	GEAR OIL (FIRST FILL)		VENDOR TO SPECIFY

INSTRUMENTS REQUIRED FOR EACH CELL:

Motor Bearing Temp

Motor Vibration Indicator/Trip Switch

GB Oil Level Indicator

Tower inlet TI

Flow Meter at Tower Inlet

PIPING:

Size of Tower Inlet line: Vendor to specify.

Inlet Flow meter Orifice: Vendor to specify.

The erection of Inlet line from the supply header is under the scope of vendor. Flanged takeoff from the horizontal supply header will be provided.

TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer	
Address	
Detailed Technical Specification offered	
Payment Term	<p>Supply :</p> <ul style="list-style-type: none"> - 60% within 30 days from the date of submission of Invoice after effecting supply at MFL. - 30% within 30 days from the date of submission of invoice after erection of wooden cooling tower M&N cells at MFL. - 10% within 30 days from the date of submission of Invoice after successful erection and commissioning subject to submission of PSD within 7 days from completion of Guarantee Test Run. <p>Erection & Commissioning:</p> <p>100 % within 30 days from the date of submission of Invoice after successful handing over of wooden cooling tower M&N cells.</p>
Payment Mode	RTGS/NEFT
Time schedule for the completion of the Job	The entire job shall be completed within 9 months (excluding Sundays) from the date of issue of Award of Work by MFL.
Performance guarantee	12 month from the date of installation and commissioning or 18 months from the date of supply.
Delivery /Service Term	Service as in the Annexure – 9
Delivery/Service Place	MFL Plant
Offer Validity	90 days from the date of opening of bids

GST Tax No.	
EMD Details (₹ 4,20,000/-)	
Acceptance to give 5% SD in the event of placement of Award of Work	Yes
Acceptance to give 5% PSD in the event of placement of Award of Work	Yes
Acceptance for LD clause as per Annexure-9	Yes
Acceptance to all other tender terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

BILL OF QUOTE / PRICE SCHEDULE

**DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND
COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON
EXISTING RCC BASIN**

Preamble to Bill of Quote / Price Schedule:

- 1) The Tenderer shall refer to the "Scope of Work "before quoting their rates.
- 2) The rate quoted (excluding the applicable taxes/duties) shall be firm and free from escalation.
- 3) The tenderers shall indicate separately the applicable duties and taxes / statutory levies in the Price schedule. Any change in the present structure of Taxes and duties and / or applicability of new taxes and duties will be borne by MFL.
- 4) All tenderers are strictly advised to quote in the prescribed format given below (price schedule), failing which their bids will be liable for rejection.

Sl.No.	Description	Amount (₹)
1.	Charges for DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER - 2 CELLS (M&N) ON EXISTING RCC BASIN (including Packing & Forwarding if any))	
2.	Charges for Transportation of wooden cooling tower materials at MFL Plant including Transit Insurance.	
3.	Charges for Erection and Commissioning of wooden cooling tower- 2 cells (M&N) ON EXISTING RCC BASIN (including Storage and Erection Insurance)	
4.	Applicable Duties & Taxes :	
	A) GST @% on Sl. No 1 & 2	
	B) GST @% on Sl. No 3	
	Total Landed Cost (₹)	

Total Landed Cost : (Rupees)

**Signature, Name & Designation of
Authorised Person with Office Seal**

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- 1.1 The tenderer shall submit the Earnest Money Deposit of ₹ **4,20,000/-** (Rupees Four Lakhs Twenty thousand only) by way of Demand Draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the MFL approved format (**Annexure-11**) valid for **135 days** from the due date of bid submission including 45 days claim period or thru RTGS per details furnished in (**Annexure-16**)
- 1.2 Independent confirmation for having issued the BG by the concerned Bank should be sent directly to DGM-Technical Services, MFL, Manali, Chennai 600 068.
- 1.3 Holders of NSIC / DGS&D / MSME / MSEs Certificates can claim exemption from EMD payment against uploading of valid documents along with the Tender. NSIC should contain the title of the job.
- 1.4 The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
- 1.5 EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD / RTGS, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
- 1.6 EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within ten days from the date of award of the contract.
- 1.7 EMD payment either in the form of DD or BG or RTGS (Scanned copy of RTGS details should be uploaded on or before the closing date and time of the tender), if seeking exemption based on NSIC unit, DGS&D and MSMEs with relevant certificates to be directly sent to DGM – Technical Services, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "EMD for DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON EXISTING RCC BASIN AT MFL **Tender No.ESER/TS/CT CELLS (M&N)/24.10.2017/005 dated 04.10.2017.**
- 1.8 EMD cover should reach the office of DGM – Technical Services, MFL, within three working days after the last date of submission of bid.
- 1.9 If any of the above is not fulfilled, MFL reserves the right to reject the whole tender and will not be considered for further processing.

ANNEXURE-7

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- 1.1 The successful tenderer shall pay 5% of the total contract value towards SD by Demand Draft or thru RTGS per details furnished in **(Annexure 16** or Bank Guarantee valid for **Sixty days** beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai, in the MFL approved BG format **(Annexure-12)**. Independent confirmation of BG by the issuing Bank shall be sent directly to the Deputy General Manager – Technical Services, Madras Fertilizers Ltd, Manali, Chennai - 600 068. The Bank Guarantee furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit by the tenderer, by way of DD or BG or RTGS. This should be submitted within 21 days from the date of intimation of his selection.
- 1.2 No interest shall be paid on the Security Deposit.
- 1.3 Failure to pay the security deposit within 21 days from the date of award of contract or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The EMD amount shall be forfeited and the tenderer shall be liable to compensate MFL for any losses incurred by MFL.
- 1.4 The security deposit shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor fulfilling all obligations/operations as required under the contract. Only after due satisfaction as regards to the payment of Wages, Bonus, ESI, PF and Service Tax dues by the contractor, the security deposit will be refunded.
- 1.5 MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failure on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
- 1.6 Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
- 1.7 In the event of the security deposit being insufficient or if the performance security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

PERFORMANCE SECURITY DEPOSIT (PSD) TERMS & CONDITIONS

The Successful tenderer shall, within 7 days from the date of completion of Guarantee Test Run deposit with MFL 5% of the Order value as Performance Security Deposit by way of DD or Bank Guarantee in favor of "Madras Fertilizers Limited" or thru RTGS per details furnished in (**Annexure-16**), failing which necessary action including forfeiture of Security Deposit will be taken against the contractor. The Bank issuing the BG shall send confirmation directly to MFL.

The Bank Guarantee for Performance Security shall be as per the format enclosed (**Annexure-13**) and valid beyond 60 days from guarantee / warranty period. The Bank Guarantee for Performance Security Deposit shall be released by the company upon completion of the performance guarantee in accordance with the terms and conditions of the contract.

TERMS & CONDITIONS**1.0 DEFINITION**

The term "Tender" shall mean & include the online bids and other attachments uploaded while submitting the bids online.

"Tenderer" shall mean and include those entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assignees, as the case may be.

"Services" shall mean and include all items of work duties / responsibilities of the Tenderer and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.

2.0 MFL SAFETY RULES AND REGULATIONS :

- 2.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.
- 2.2 The necessary safety equipment like helmets, safety belt, goggles, shoes, gloves, etc. should be provided by the contractor to his workmen, in compliance with full safety regulations. If any workmen is not wearing safety appliances as stated above shall be charged Rs.50/- for each such occasion.
- 2.3 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 2.4 The contractor shall ensure that personal protective equipment (per 2.2) needed for the job to be used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 2.5 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 2.6 **SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.**
- 2.7 The contractor shall obtain Entry tokens/passes from the Security force and distribute the same to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs.50/- or such other amount as may be

specified by the company towards penalty for each token / pass lost by his workmen / supervisors.

- 2.8 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor.
- 2.9 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of contract workmen sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor the company may extend its first aid transportation to hospital or such other Medical Centre's. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.
- 2.10 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the Contractor a place for Storage facilities etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

3.0 TERMS OF PAYMENT

Supply :

- 60% within 30 days from the date of submission of Invoice after effecting supply at MFL.
- 30% within 30 days from the date of submission of invoice after erection of wooden cooling tower M&N cells at MFL.
-
- 10% within 30 days from the date of submission of Invoice after successful erection and commissioning of M & N wooden CT cells subject to submission of PSD within 7 days from completion of Guarantee Test Run.

Erection & Commissioning:

100 % within 30 days from the date of submission of Invoice after successful handing over of wooden cooling tower M&N cells.

- 3.1 Payments shall be released as per above schedule within 30 days from the date of receipt of Invoice at MFL.
- 3.2 Offers with payment term such as "payment thru Proforma Invoice" or "payment against documents thru bank" or "payment thru letter of credit" etc., **will be summarily rejected.**
- 3.3 Bills have to be drawn on DGM-Technical Services, Madras Fertilizers Limited, Manali, Chennai 600 068. All relevant statutory Registration Numbers to be printed in the Bill.

- 3.4 **Payment will be made only thru RTGS**, after reckoning the credit period from the date of receipt of bills at MFL.
- 3.5 RTGS Form (**Annexure 14**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

4.0 PERFORMANCE GUARANTEE :

The vendor shall guarantee the wooden cooling tower cells for their performance, mechanical condition for breakage etc. for the period of 12 month from the date of installation and commissioning or 18 months from the date of supply.

5.0 LIQUIDATED DAMAGES (LD)

In case of delay in completion of the job beyond the stipulated time of 9 months (excluding Sundays) from the date of issue of Award of Work, Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the total contract value.

6.0 CONTRACT PERIOD

The entire job shall be completed within 9 months (excluding Sundays) from the date of issue of Award of Work by MFL.

7.0 CANCELLATION OF ORDER

Failure to comply with specifications, terms & conditions or to perform or deliver as promised shall entitle MFL to cancel all or any part of the order. In the event of such cancellation, MFL shall not be required to make any payment on such cancelled items. Nothing herein shall limit the MFL's right in the event of the failure to perform by the successful tenderer.

8.0 SUBLETTING & TRANSFER

Tenderer shall be solely responsible for rendering any or all the services. He shall not sublet / transfer / assign the contract or any part thereof to others. All their dealing with third parties shall be without reference to MFL.

9.0. SUMMARY TERMINATION

- 9.1 MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of his becoming insolvent or going into liquidation.
- 9.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.

- 9.3 The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- 9.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

10.0 LAWS GOVERNING THE CONTRACT

Contract will be governed by Laws of India for the time being in force and as amended from time to time and the Courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

11.0 CONSTITUTION OF THE TENDERER

- 11.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager – Technical Services, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 11.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 11.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 11.4 The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

12.0 COMPLIANCE OF LAW

- 12.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time.

- 12.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 12.3 The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes. In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 12.4 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.

The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.

13.0 FORCE MAJEURE

The terms and conditions of the orders shall be subject to force majeure. Neither Tenderer nor MFL shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract.

Tenderer shall promptly notify MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the MFL in writing, the Tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.0 ARBITRATION

Any or all disputes arising out of the contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute (s) shall be referred to a sole arbitrator, who will be appointed by mutual consent for settlement of such dispute (s) and whose decision shall be final and binding.

In the event of failure to appoint such a sole arbitrator, with mutual consent, then the sole arbitrator will be appointed through the high court of judicature at Madras. Subject as aforesaid, the arbitration and conciliation act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamil Nadu.

15.0 REVERSE AUCTION

REVERSE AUCTION AND / OR NEGOTIATION

Reverse auction:

Reverse auction will be conducted where there is more than 1 techno-commercially qualified bidder. MFL requires a minimum of 5 bidders for H1 elimination. After opening the price bid, H1 will be eliminated only if the minimum numbers of techno-commercially qualified bidders are 5.

When the minimum number of eligible bidders is 5 and there occurs a TIE in H1, all the tied bidders will be eliminated.

When the minimum number of eligible bidders is less than 5 and there occurs a TIE in H1, NO H1 elimination will be done.

Negotiation:

Applicable in the following circumstances:-

1. Where there is only one techno-commercially qualified bid
2. Where there are more than 1 techno-commercially qualified bids & where reverse auction is conducted but no competitive bids in reverse auction, negotiation with L1 vendor.

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders. Business Rules for Reverse Auction will be circulated, if Reverse Auction is necessary and the same needs to be accepted and signed by the technically shortlisted bidder.

GENERAL TERMS & CONDITIONS

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 90 days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like "delivery period", etc.
3. In the event of placing the order, the tenderer should strictly adhere to the Job completion date and should accept to complete the jobs on or before the due date committed in the Job order or as advised by MFL.
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer's offer.
8. Tenderer should clearly indicate the % of statutory levies such as GST, etc., wherever applicable.
9. MFL shall have the right to inspect the jobs while execution of the same, at any time and to give instructions as required by MFL.
10. Notwithstanding MFL's acceptance or right to inspection and / or any other terms and conditions provided in the job order, tenderer warrants that all jobs carried out are free from any defects and workmanship and that they fully comply with the specifications. Job order will be issued in reliance on the aforementioned warranty of the tenderer.
11. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
12. Tenders will be rejected for non-submission of relevant valid documents.
13. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the Specification, Scope of Work, Instructions, Forms, Annexures, Terms & Conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD PSD & Liquidated Damages clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s NIC provided the training to participate in e-Tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

INFORMATION ABOUT THE TENDERER

Sl. No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	GST Registration No.	
9	Details of Turnover	
10	Copy of PAN Card and 3 years IT Assessment order to be attached	

11	Any court case is filed against you or your concern	
12	Have you / your Firm filed any case against your client	
13	PF Code No.	
14	ESI Code No.	
15	Labour License No.	
16	PAN No.	

Note: Copies of documents are required to be attached for Sl. No.5 to 17.

Incomplete information and non-submission of copies of supporting document will lead to rejection of tender.

I/we declare that the above information is true to the best of my / our knowledge.

Place: **Signature of the Tenderer**

Date : **(Name & Office seal)**

DECLARATION

I/We hereby declare that I/We have not been banned and de-listed by any Government Department / Financial Institution / Court.

Place: **Signature of the Tenderer**

Date: **(Name & Office seal)**

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

(To be executed by the contractor on Rs.100/- Non-Judicial Stamp Paper)

Whereas _____
_____ (hereinafter called the "tenderer") has submitted their offer dated _____
_____ for execution of _____
(hereinafter called the "tender") against the purchaser's tender enquiry No.
_____ KNOW ALL MEN by these presents that we
_____ of _____
having our registered office at _____ are bound unto
_____ (hereinafter called the "Purchaser") in the sum of _____
_____ for which payment will and truly be
made to the said Purchaser, the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the said Bank this
_____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity;
 - (a) If the tenderer fails to furnish the performance security for the due performance of their contract.
 - (b) Fails or refuses to accept / execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it, is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal name and address of the Bank and address of the Branch.

ANNEXURE-12

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT
(To be executed by the contractor on Rs.100/- Non-Judicial Stamp Paper)

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Purchase Order No. _____ dated _____ made between Madras Fertilizers Limited and _____ for supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We _____ (bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded not withstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court

or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We _____(Bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ____(date)_____. We shall be discharged from all liability under this guarantee thereafter. We _____(bank)_____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, _____(bank)_____, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the geniuses and authenticity of the Bank Guarantee.

(Signature of the authorized officer of the Bank) -----

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch.

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

(To be executed by the contractor on Rs.100/- Non-Judicial Stamp Paper)

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

ANNEXURE-14**MADRAS FERTILIZERS LIMITED
BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S a. NAME			b.Designation :	
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE(if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	GST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place: _____ Signature of Authorized Signatory:

Date: _____ Name:

SEAL: _____ Designation:

(To be filled by MFL in case of ordering)

MFL Job Order No.	
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RTGS-Real Time Gross Settlement Code ; NEFT-National Electronic Funds transfer ; IFSC- Indian Financial System Code

GENERAL INSTRUCTIONS TO TENDERERS

1.0 Place of work:

The Contractor shall be responsible for **“DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON EXISTING RCC BASIN”** at Madras Fertilizers Limited, Manali, Chennai 600 068.

4 Brief Description of Work :

“DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY, ERECTION AND COMMISSIONING OF WOODEN COOLING TOWER – 2 CELLS (M&N) ON EXISTING RCC BASIN” at Madras Fertilizers Limited, Manali, Chennai 600 068.

3.0 Value of the Contract:

Total estimated value of the contract will be ----

4.0 Rates:

4.1 The tenderers shall quote rate (in both figures and words) in the Price bid format, furnished as **Annexure-5**.

4.2 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Technical Services or his nominee.

4.3 The rates quoted shall be valid till the job is completed.

4.4 Tenderers are requested to quote their most competitive rates keeping the above criteria.

4.5 Basis of arriving at L1 Tenderer:

The L1 Tenderer will be decided as per **Annexure - 5** – Bill of Quote.

4.6 Split up of Jobs

100% of the jobs will be given to the L1 / R1 tenderer.

5.0 Signing the tender documents :

- 5.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 5.2 The tender and all connected documents shall be signed by all the Directors/Members of the tenderers or by any such person, who has the full authority to bind all Directors/Members of the tenderers.
- 5.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc. of Limited Company.
- 5.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause. The original partnership deed, along with an attested copy, should accompany the tender.
- 5.5 Attested copies of Partnership Deed and Power of Attorney (original) shall be submitted along with the tender.
- 5.6 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender.

6.0 Information about tenderers :

- 6.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business and Income-Tax paid – **Annexure – 9**
- 6.2 In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.
- 6.3 The tenderers should attach the certificates (issued by competent authority) for previous jobs executed so far in a large scale industry to justify their capacity and knowledge to execute the job of the nature and extent. Failure to attach Experience Certificate along with the tender shall be rejected.
- 6.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

7.0 Opening and Acceptance of Tender :

- 7.1 Tenders received shall be opened on the date, time and place specified.
- 7.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall also reserve the right to negotiate the rates with L1 tenderer only, per CVC guidelines.
- 7.3 Tenders not conforming to these instructions shall be liable for rejection at the sole discretion of The Deputy General Manager – Technical Services.
- 7.4 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.
- 7.5 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent. The successful tenderer should submit the Security Deposit before executing an Agreement within the time specified in the Letter of Intent. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.

8.0 General :

- 8.1 THE COMPANY RESERVES THE RIGHT TO REJECT ANY OR ALL THE TENDERS AND DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER.**
- 8.2 CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND THE TENDERER WHO RESORTS TO CANVASSING, SHALL BE DISQUALIFIED.**

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ANNEXURE - 16



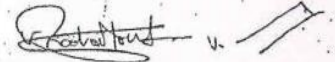
**MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600 068**

MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT

1.	Party Name	MADRAS FERTILIZERS LTD
2.	Party's complete address and Phone no.	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address with Phone.No.	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/C (Saving / Current) (SA/CA)	CC ACCOUNT
8.	Email ID	ins@madrasfert.co.in
9.	PAN Number	AAACM5198E
10.	Contact Person	PRIYA RANJAN PANDA
11.	Contact Person mobile No.	9884172251

CERTIFICATE

We MFL, having our branch at SBI-CB have verified and certify that the information provided in SL Nos. 1 to 7 are correct per our records.



Signature of the authorized
Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

V. CHANDRAMOULI
CHIEF MANAGER,
CORPORATE ACCOUNTS & TAXATION,
MADRAS FERTILIZERS LIMITED,
MANALI, CHENNAI-600 068.

PRIYA RANJAN PANDA
DEPUTY GENERAL MANAGER-FINANCE
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI-600 068.

FORM OF AGREEMENT

(To be executed by the contractor on Rs.100/- Non-Judicial Stamp Paper)

This agreement made the day of20 BETWEEN THE MADRAS FERTILIZERS LTD., CHENNAI 600 068 (Hereinafter called the Company) of the one part and of In the state of (Hereinafter called the Contractor) of the other part WHEREAS the Company is desirous that certain works should be constructed, viz..... and has accepted a tender by the contractor for the construction, completion and maintenance of such works. Now this Agreement witnesseth as follows:

- 1 In this agreement words and expression shall the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read construed as part of this agreement viz.
 - (a) The said Tender
 - (b) Notice inviting to Tender / Instructions to Tenderers
 - (c) General Conditions of Contract for works
 - (d) Special Conditions of Contract for works
 - (e) Scope of work / technical /material specification
 - (f) Tender Schedule showing the approximate quantities quoted rate and amount against each item
 - (g) Letter of Intent
 - (h) Contractor’s letter
- 3 In consideration of the payments to be made by the company to the Contractor as hereinafter mentioned the contractor hereby covenants with the Company to construct, complete and maintain the works in conformity all respects with the provisions of the contract.
- 4 The Company hereby covenants to pay the contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.
- 5 In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have unto set their respective hands and seals) the day and year first above written.

Signed, sealed and delivered by the said in the presence of:

Dated signature of contractor

In the capacity

On behalf of

Dated Signature of the Engineer
Designation