

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068
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NOTICE INVITING TENDER
FOR
DESIGN, MANUFACTURING, SUPPLY, ERECTION AND COMMISSIONING
OF RO STREAM INCLUDING RO MEMBRANE AND DCS FOR CWBD
TREATMENT PLANT

TENDER No.ESER/TS/DEDICATED RO STREAM /061117/006/ dated
17/10/2017

SUMMARY

Online bids are invited for "**DESIGN, MANUFACTURING, SUPPLY, and ERECTION AND COMMISSIONING OF RO STREAM INCLUDING RO MEMBRANE AND DCS FOR CWBD TREATMENT PLANT**". 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
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Description: "DESIGN, MANUFACTURING, SUPPLY, ERECTION AND COMMISSIONING OF RO STREAM INCLUDING RO MEMBRANE AND DCS FOR CWBD TREATMENT PLANT."	
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	17/10/2017
Due date & Time for submission	15/11/2017 at 16:00 Hrs
Technical Bid Opening Date& time	16/11/2017 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	₹ 11,60,000/- (Rupees Eleven Lakhs sixty 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 / DEDICATED RO STREAM / 061117 / 006 /Dated 17/10/2017 and the same should be submitted to DGM – Technical Services on or before 09/11/2017.
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 7 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 RO plant 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 RO Plant for CWBDT Plant.</p>
Time Schedule for completion of Job	The entire job shall be completed within 7 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**

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 authorized 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

- a. Tenderer should have executed project with Reverse Osmosis system for treating the waste water with the minimum capacity of 130 m³/hr one project or 80 m³/hr two projects or 40 m³/hr three projects in any industry in the past Twelve years (Copy of Award of Work should be attached) prior to applying this tender.
- b. The tenderer should have their own facilities to Design, Supply Engineering, Construction and Erection of RO Stream.
- c. Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year (2016-17), should be at least 174 lakhs.
- d. Tenderer should attach the proof of PF, ESI and GST Tax allotment letter.

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:38) 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, Manufacturing, Supply, Erection & Commissioning of RO Stream including RO Membrane and DCS for CWBDT plant at Madras Fertilizers Limited, Manali, Chennai – 600 068 as per the Feed Water Specification given in **Attachment – C** (Technical Specification).
- 1.2 The proposed RO stream to be installed in the existing CWBDT plant. Hence, bidders are advised to visit MFL's Plant Site before quoting their rates, for on the spot assessment of the proposed location of RO Stream.
- 1.3 The process design should be based on CWBDT Plant UF outlet water qualities furnished in **Attachment – C** (Technical Specification).
- 1.4 The Tenderer to include in his scope of work the following.
 - Availability of Product water at the battery limit of the proposed RO plant.
 - Drains/Sewers inside the RO plant.
 - Any Statutory clearances required for the proposed system
- 1.5 The Tenderer shall stipulate the guaranteed consumption figures for chemicals, renewable components such as RO membranes etc.,
- 1.6 Fabrication, construction and testing shall confirm to specified codes. The tenderer should furnish details of the relevant engineering codes and specifications followed by him.
- 1.7 All work shall be true to specified dimensions within acceptable standard tolerance in manufacture.
- 1.8 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 RO Stream, 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 RO system shall be tested 72 hours for its performance (like reduction of TDS, Chloride and Silica in permeate as specified in the Technical Specification) 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 7 months (excluding Sundays) from the date of issue of Award of Work by MFL.

10.0 MFL's scope of work:

- Power.
- RO Feed Pumps
- Chemicals required for operation.
- CWBD Treated water to RO Stream inlet.
- Utilities like instrument air and service water.
- Civil works related to new RO plant.

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.
- 12.1 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

160 m³/hr Feed water supply to proposed RO stream is having the split of **80 m³/hr** of cooling water blow down and **80 m³/hr** of existing RO plant reject which is having the following specifications.

FEED WATER SPECIFICATIONS FOR DEDICATED RO PLANT FOR CWBDT PLANT

Parameters	Unit	Value
pH	-	7.0-7.5
Turbidity	NTU	<1.0
TDS	Ppm	4000 max
M Alka	Ppm	50 max
TH	Ppm	1000 max
CaH	Ppm	450 max
Chloride	Ppm	2000 max
FRC	Ppm	<0.1
Fe	Ppm	<2.0
Total Silica	Ppm	30 max
Nitrate Nitrogen	Ppm	70 max
COD	Ppm	60 max
Ammonia	Ppm	120 max
Potassium	Ppm	200 max
Total Po ₄	Ppm	10 max
Sulphate	Ppm	600 max
Sodium	Ppm	1600 max
SDI	Ppm	<5

Permeate Water quality should have the following specifications :

- TDS less than or equal to 500 ppm.
- Chloride less than or equal to 200 ppm.
- Silica less than or equal to 1 ppm.
- pH 6 - 7.5

SCOPE OF SUPPLY – MFL -RO SYSTEM

SL NO.	DESCRIPTION	UNIT	MOC	QNTY (Nos.)	SPECIFICATION
1	RO feed pump - 1	M3/Hr	CI/SS304	2	Capacity: 200 m3/Hr Type: Horizontal Centrifugal (Existing pumps at site to be utilized)
2	Micron cartridge filter	M3/Hr	PP cartridge & SS housing	1	Capacity: 160 m3/hr, 2.5 inch dia x 40 inch length, 5 micron. Inlet and Outlet nozzles size: 200 NB. DPS shall be provided across MCF, and pressure gauges shall be provided at the inlet and outlet of MCF.
3	High pressure pump-1	M3/Hr	SS 316	2	Pump: Capacity 200 m3/hr @ 220 m head, Radial split casing, multistage pump with balancing drum design oil lubricated bearing, The offered pump should withstand the pressure of 1.5 times of pump shut off pressure, The offered pump shut off head should be minimum 15 % more than rated head. The offered pump shall have shaft in ASTM A276 Type 316, Casing A743 Gr.CF8M, and Impeller A743 Gr CF8M. Motor: Make ABB/SIEMENS, IE 2 Motor and standard Accessories comprising of base frame plate, Coupling anti vibration pads, foundation bolts in SS and FRP motor canopy for the above pump with necessary mechanical seal arrangement. (Make: Leak proof, Burghmann, Flowserve and Dura Metalic.), with VFD
4	RO system-stage 1	-	Polyamide	1 Lot	R.O Pressure Vessel: 38 Nos, 8 inch dia x 6 Element, 450 PSI FRP pressure vessel, RO pressure vessel shall be as per ASME standard. Only side port/multi port shall be provided. Membrane: 228 Nos DOW Make Spiral wound element with polyamide thin film, FORTILIFE XC70, 8 inch dia x 40 inch length membrane elements, Active area 400 sq ft (min), Feed spacer thickness 34 mo, Minimum salt rejection 95%, Maximum operating temperature-45 degree Celsius, Maximum operating pressure-83 bar, Maximum element pressure drop- 1 bar, pH Range, Continuous Operation- 2 – 11, pH Range, Short-Term Cleaning - 1-13, Maximum Feed Silt Density Index (SDI) - 5, Free Chlorine Tolerance - < 0.1 ppm, Specific Energy-0.98 KWH. Flux 15.31 LMH
5	RO Skid-1	No.	MSEP	1	Suitable

6	pH Correction Pump (NaOH)	LPH	PP	2	Capacity: 0 - 10 LPH @ 4kg/cm ² , MOC:PP, Make: XEED, Milton-Roy, Prominent
7	NaOH Dosing Tank	Liter	FRP	1	Capacity: 200 Litre chemical storage tank, MOC: FRP, Tanks with covered lid and a hinged opening, minimum thickness of 6 mm, tanks fitted with level indicator and level switch.
8	Antiscalant Pump	LPH	PP	2	0- 10 LP @ 4kg/cm ² , MOC:PP, Make: XEED, Milton-Roy, Prominent
9	Antiscalant Dosing Tank	Liter	FRP	1	Capacity: 200 Litre chemical storage tank, MOC: FRP, Tanks with covered lid and a hinged opening, minimum thickness of 6 mm, tanks fitted with level indicator and level switch.
10	SMBS Dosing Pump	LPH	PP	2	Capacity: 0- 10 LPH @ 4kg/cm ² , MOC:PP, Make: XEED, Milton-Roy, Prominent
11	SMBS Dosing tank	Liter	FRP	1	Capacity: 200 Litre chemical storage tank, MOC: FRP, Tanks with covered lid and a hinged opening, minimum thickness of 6 mm, tanks fitted with level indicator and level switch.
12	Acid dosing pump	LPH	PP	2	Capacity: 0- 10 LPH @ 4kg/cm ² , MOC:PP, Make: XEED, Milton-Roy, Prominent
13	Acid dosing tank	Liter	FRP	1	Capacity: 200 Litre chemical storage tank, MOC: FRP, Tanks with covered lid and a hinged opening, minimum thickness of 6 mm, tanks fitted with level indicator and level switch.
14	RO 2 Feed tank	No	FRP	1	50,000 Liters with partially open lid at top, level indicator and drain valve
15	RO feed pump-2	M3/ Hr	CI/SS3 04	2	Capacity: 50 m ³ /Hr Type: Horizontal Centrifugal, Supply, installation & commissioning or RO Feed pumps along with NRV, suction and delivery valves, close impeller, mono block, SS 316, back pull out design with IP 55 protection, F class insulation, 2 poles, 50 Hz, 3phase, foot mount, with motor and standard accessories, Shall be provided with the pressure guages at delivery of individual pumps.The switch over of standby pumps shall be automatic.
16	Micron cartridge filter-2	M3/ Hr	PP cartridge & SS housing	1	Capacity: 40 m ³ /hr, 2.5 inch dia x 40 inch length, 5 micron
17	High pressure pump-2	M3/ Hr	SS 316	2	Capacity: 50 m ³ /hr @ 350 m head, Radial split casing, multistage pump with balancing drum design oil lubricated bearing, The offered pump should withstand the pressure of 1.5 times of pump shut off pressure, The offered pump shut off head should be minimum 15 % more then rated head. The offered pump

					shall have shaft in ASTM A276 Type 316, Casing A743 Gr.CF8M, Impeller A743 Gr CF8M.Suitable VFD for high pressure pump considered. Motor-as given for HP pump - 1.
18	RO system-stage 2	-	Polyamide	1 Lot	R.O Pressure Vessel: 5Nos Make- Code line, 8 inch dia x 6 Element, 450 PSI FRP pressure vessel, RO pressure vessel shall be as per ASME standard. Only side port/multi port shall be provided.Membrane: 30NosDOW Make, FORTILIFE XC70, 8 inch dia x 40 inch length membrane elements, Maximum operating temperature-45 degree celcius, Maximum operating pressure-83 bar, Maximum element pressure drop- 1 bar, pH Range, Continuous Operation- 2 - 11, pH Range, Short-Term Cleaning - 1-13, Maximum Feed Silt Density Index (SDI) - 5, Free Chlorine Tolerance - < 0.1 ppm, Specific Energy-0.98 KWH, Flux 15.52 LMH
19	RO Skid-2	No	MSEP	1	Suitable
20	RO CIP system	No	-	1 lot	CIP pump for R.O I & II : 162 m3/Hr. @ 30 metre head, 2 poles, 50 Hz, 3phase, foot mount, with motor and standard accessories, RO CIP tank-Capacity : 5000 Litres, MOC : FRP, With partially open lid at top, level indicator, drain valve.

SCOPE OF SUPPLY OF PIPINGS, ELECTRICAL AND INSTRUMENTATION

SL NO	DESCRIPTION	UNIT	MOC	QNTY (Nos.)	SPECIFICATION
1.	Piping	Lot	UPVC for low pressure lines and SS 316L for high pressure line	1	Low pressure line < 3 Bar shall be UPVC, PN 16, Make : FIP, GF, Sanking, High Pressure line > 3 Bar shall be SS 316 L schedule 40, seamless, Make: Sail/Jindal/Aceronix/Sumitomo. 1 inch M.S pipes & fittings for air line to all pneumatic valves.
2.	Butterfly Valves	Lot	-	1	EPDM lined Butterfly valve, Make: "Intervalve /Crane/BDK/", Body: CI, Disc:, SS 316, Seat : EPDM Rubber Lined, Rating: PN 10, Suitable for mounting between 150 class flanges, Butterfly valves with Actuator, Solenoid coil & Limit switch arrangement details. Make: Rotex/EI-O-Matic, Type: Double Acting.
3.	Globe Valves	Lot	-	1	MOC: SS 316, Seat : Hardened Steel, Class: 150, "Intervalve/Crane/BDK", Type: Drilled & Flanged end
4.	Non Return Valves	Lot	-	1	SS 316, Type: Ball / Lift Check, Class: 600, Make: "Intervalve/Crane/BDK", with flanged end.

5.	Pressure gauges	Lot	SS 316	1	Pressure gauges shall be provided at each pump delivery line, across the MCF. For high pressure pump PG shall be provided at each pump inlet and outlet. Also across the RO for permeate and reject. The pressure element shall be of bourdon type. White dial of 4" with black scale marking. Accuracy shall be +/- 1% of full span. IP-65 Weatherproof protection. Accessories like snubber shall be provided as per the application. Diaphragm seal shall be provided for the application where fluid in contact with wetted parts is corrosive / with very high density /acidic/ alkaline/ service with jacketed line. Pressure gauges for the discharge application shall be filled with the Glycerine. All the gauges shall be provided with range marking illuminator on the gauge dial. The pressure gauges shall be installed in the vertical position only. Make: Baumer / Wikia / General Instruments.
6.	Level Indicator Transmitter (Ultrasonic type)	Nos	-	3	LIT shall be provided at the RO1 feed tank, RO 2 feed tank, RO permeate tank. For clean liquid and above ground tanks level measurement application differential pressure transmitter shall be used for level measurement (with or without remote diaphragm seals). In case of sump type shall be ultrasonic. Transmitters shall 2-wire smart type instruments with 4-20mA output & HART protocol. Local 5 - digit LCD display with Polycarbonate sheet. 24V DC power supply. Cable entry: 1/2" NPT (F). Accuracy +/-0.075% of span & rangeability to be 100:1. Stability: + 0.5% of upper range IP-65 Weatherproof protection. Material of wetted parts to be minimum SS316. External zero & span adjustment required. For pressure and differential pressure transmitters with remote seals, MOC shall be as follows: (i) Remote seal : SS 316 (with suitable coating as per the application) (ii) Capillary shall be of SS 304 with PVC coating & armouring. (iii) Housing material : Die cast aluminium (b) Displacer Type Level transmitter Measuring Element shall be torque tube. The Transmitter shall be provided with chamber. The Instrument shall be supplied with drain valve & counter flange. Make : Emerson / E&H / Yokogawa
7.	pH Indicator & Transmitter	Nos	-	3	pH transmitter shall be provided at the inlet of RO system & CIP system. Make : Emerson / E&H / Yokogawa
8.	Conductivity Indicator Transmitter	Nos	-	3	CIT shall be provided at each RO inlet & common permeate outlet. Make : Emerson / E&H /Yokogawa

9.	ORP Indicator Transmitter	Nos	-	2	Make : Emmerson / E&H /Yokogawa
<p>Note: For items 6-8, the transmitters shall 4 - Wire smart type instruments with 4-20mA output & HART protocol. Local 5 - digit LCD display with Polycarbonate sheet. 250 V AC, 50 Hz power supply. Cable entry: 1/2" NPT (F). IP-65 Weatherproof protection. Material of wetted parts to be minimum SS316. Sensor shall be mounted in the flow through chamber and the sampling lines to be of impulse tubing SS 316. Sensor shall be with min 5 Meters of cable with moulded type / v pin type. Sensor to withstand the -10 to 80 Deg C Temperature rating & 2 Bar pressure rating. The flow through chamber process connection shall be of 1/2 "NPT (F) Threaded. Make : Emmerson / E&H / Yokogawa</p>					
10.	Rotameter	Lo t	SS 316	1	Rotameters shall be mounted in-line for pipe sizes upto 2 inches & for higher line sizes bypass rotameters shall be used. Rotameter rangeability shall be 10:1. Rotameter shall be metal tube type & the measuring tube material shall be SS316. Make : Aster / Eureka
11.	Flow Meter (Electro Magentic Flow Meter)	Nos	-	6	Transmitters shall 4-wire smart type instruments with 4-20mA output & HART protocol. Local 5 - digit LCD display with Polycarbonate sheet. 250 V AC, 50 Hz power supply. Cable entry: 1/2" NPT (F). Accuracy +/-0.075% of span & range ability to be 100:1. Stability: + 0.5% of upper range. IP 65 Weatherproof protection. Material of wetted parts to be minimum SS316. PTFE lining / hard rubber lining to be provided. Housing material: Die cast aluminium. Process Connection shall be Wafer / Flanged (ANSI 150# B16.5). Flow tube shall be of SS 304, Electrodes shall be of Hastelloy C. Grounding rings 2 Nos for each flow meter shall be provided with min SS 316. Signal converter cum indicator transmitter shall be of integral model with Micro process based. Actual flow rate and totalized flow in cyclic mode. Make : Khrono Marshal / Rosemount / Yokogawa
12.	<p>Programmable Logic Controller -1 unit: Panel shall be considered with IP 54 enclosure. The panel to be provided with adequate no of cooling fans, louvers, tube light, tower lamp, hooter on the door there should be indication lamps , hooter acknowledgement, emergency push button, overall panel isolator handle. PLC system selected should be modular in construction and expandable in future by at least 20% wired additional I/O modules /additional communication modules on controllers / relays & other accessories. All the Digital Inputs shall be of 24 V DC via fused TB's, if the digital inputs are of difference in voltage then interposing relays to be considered. All Digital Outputs to be through interposing relays. All Analog Inputs to be of shielded cable only.</p> <p>Make : Allan Brradely / Mitsibushi / Siemens / Schnider.</p>				
Control Processor loading				Maximum of 60%	
Spare capacity in RAM				Minimum 40%	
Battery back up for RAM				Rechargeable Ni. Cd	
Processor				Non redundant	
Communication between CPU and I/O Modules				Non redundant	

	Power Supply Modules	Non redundant
	Program changes	Automatic
	Processor Module diagnostics	Required
	I/O Module diagnostics	Required
	DI/DO channels	Optical isolation
	AI/AO channels	Optical/Galvanic
	Status indication for each channel in DI/DO card	LED indication
	Power supply healthiness status in all modules	LED indication
	Maximum no of channels:	
	Analog I/O modules	8 channels
	RTD, Thermocouple	16 channels
	Digital I/O modules	32 Channels
	Power supply to the field transmitters	Loop
	Interrogation voltage for DI signals	24 V DC
	Interposing Relays	24 V DC with freewheeling diode across the coil - Relay contact rating 5A at 220 V AC
	Main Power Supply for PLC System	220 V AC, single phase, 50Hz, dual redundant with 2 hours UPS backup
	Earthing Requirement	Separate Enclosure Safety earth and Electronic/Signal earth
	Spare I/O	10% wired-up to terminal
	Spare terminals	20% free terminals
	Spare space PVC cable duct in cabinet	40% free space for future
13.	<p>SCADA System (1 Unit): The SCADA shall acquire process and record operational data. The entire plant shall be controlled through SCADA. RO system shall be fully automatic. The cleaning & maintenance operation shall be automatic. Manual operating provision in SCADA shall be given and authorization for the same shall be provided to designated personnel. Provision to connect SCADA to LAN for dumping of data to process server of MFL future reference in case of local hard disc crash shall be provided. The Operating system and application software shall reside on the hard disk. Upon power & power restoration after power failure the system shall automatically load and become fully operational only with operator action.</p> <p>The computer hardware/software shall be of current technology at the time of installation, with standard PC technology.</p>	
	Processor	Intel Core 2 duo
	Graphics card	PCI Express Graphics Accelerator Card with 1GB memory & DVI or HDMI sockets
	RAM	2GB DDR3 SDRAM
	Storage	500GB HDD

	Optical storage drive	CD R/W drive, 2 MB Memory
	Network Interface card	1 no. of 10/100/1000 Mbps Half or Full-duplex, Ethernet Cards - TCP/IP & IPX/SPX compliant with IEEE802.3, IEEE802.3u
	PCI Express Port/Slots	3 Nos.
	PCI port/Slot	1 No.
	DD3 RAM Card Ports/Slots	4 Nos.
	USB Port	4 Nos. USB 2.0
	PS2 Ports	2 Nos.
	Sound Port	1 No. S/PDIF
	Serial Port	1 No.
	eSATA port	1 No.
	Keyboard	Qwerty Keyboard with Function Keys
	Mouse	Optical Mouse
	Monitor	21 inch LED Monitor, 1600 x 1200 pixel, viewing angle of 89 Deg
	Power supply units	Single SMPS Units
	Operating System	Windows-7 Professional
	Software Licenses	Individual original licenses for all the software loaded on the system for proper functioning
	Any Graphic Displays	English
	Protection for Operator & Engineer functions	At least 3 levels of security are required
	Printers	One A4 size B/W laser jet printer (600 DPI resolutions)
14.	Electrical Specifications	
	Electrical panel shall be of compartmental & non draw out type.	
	System	3 phase AC
	Rated voltage & Frequency	415 V & 50 Hz
	Panel type	Totally enclosed, Compartmentalized, Indoor-IP-54 protection, Fixed Single front.
	Degree of Protection	IP 54, Dust Proof with proper door gaskets
	Bus bar material	High purity, electrolytic grade Aluminum with heat shrinkable PVC sleeves
	Incomer/Outgoing/ starter feeders	Fuse less type - MCCB, MPCB, MCB
	Panel sheet	CRCA (Doors & side walls -2mm, Top & bottom-1.6mm, Side walls & rear covers -2mm, Gland plate-3mm Thickness

Base frame	100 mm Channel with Black matt paint
Control Voltage	110V, AC, 1 phase, 50 Hz
Motor feeders	Type 2 coordination shall be followed
Starter feeders	1. Upto 15 KW MPCB 2. 15 KW above Thermal OLR with MCCB
Digital Meters	MCC incomer - Voltmeter/Ammeter/Energy mete
Contactor type & rating	AC3 duty rating of the contactor. Minimum contactor rating shall be 9A.
Incomer section	R, Y & B phase indication lamp
Motor Feeder (DOL,S/D feeders)	ON, OFF, and OLR TRIP
Paint /Finish	RAL 7032 (SIEMENS Grey)with MATT finish/ Shot blasted
Cable tray	Top
Panel earthing	Considered in entire length of the panel. Aluminum flat.
Panel lamp indication	110 V AC cluster type LED type
Control transformer	2 nos of 110V AC
Control wiring inside panel	650/1100 V grade PVC single core copper conductor of minimum cross section 2.5 Sq.mm for CT wiring and 1.5 Sq.mm. for others.
Inter panel wiring	Through PVC duct
Feeder identification	Each & every feeder marked with engraved name plate.(Tag number & Name)
Constructional (Floor Mount)	Height - 2200mm max including base frame, Operating height does not exceed 1800mm
Power wiring	PVC copper conductor cable, 3 core x Copper conductor, Armored, 1100V grade, PVC insulated cable up to 6 sq mm above which A1 cables shall be considered
Field Power & Control Cables	Copper conductor, Armored, 1100V, 1.5 Sq.mm Copper Armored
Connectors & Terminal blocks	shall be provided with different colours
Cable Trays	G1 perforated, ladder type

TECHNICAL SPECIFICATION

- All dosing tanks shall be of FRP. FRP tanks shall be of shop manufactured. Dosing tank shall have covered with lid & a hinged opening. Minimum thickness shall be of 6 mm. Dosing tanks shall be fitted with level indicator and level switch.
- Dosing tank capacity shall be designed for 12 hrs retention period.
- Pressure vessel shall be of ASME standards.
- Pressure vessel shall be side port entry only
- Polyamide RO Membrane of durable, high rejection, high productivity performance in purifying water with high biological fouling tendency.
- First stage and second stage RO has high rejection rate with 34 mil wide feed spacer to lessen the impact of fouling and enhance cleaning effectiveness, with high salt rejection of maximum limit 99.7 %.
- All low pressure pipes (< 3.0 KSC) shall be of UPVC only. The pipes shall be of PN 16 grade schedule 40.
- All high pressure lines shall be of SS316L, Schedule 40, seamless, Make: Sail, Jindal, Aconix and Sumitomo.
- Chemical line shall be of CPCV.
- 1 inch S.S pipes and fittings with SS tubing for air line to all pneumatic valves.
- All related instruments like pressure gauge, flow indicator, level gauge, flow transmitter, pH indicator, conductivity indicator, ORP indicator and solenoid valves shall be provided wherever required.
- Electricals such as PLC, MCC, Cable, Cable trays LPBS etc., shall be provided.
- The system shall be fully automatic with DCS operation.
- The operating flux shall be <16 LMH.
- High rejection membrane that has one of the widest pH cleaning ranges in the industry (pH 1-13) that allows for effective cleaning of scale, organic compounds and biofilm.
- The complete system shall be completely assembled in the works/factory. The same shall be dispatched after the inspection & dispatch clearance.
- The raw water shall be artificially simulated, tested at the factory conditions, acceptance test for 4 hrs, prior to dispatch. Necessary membrane charts need to be provided after installation of membrane.
- Unloading of material at site is under the scope of vendor.

BATTERY LIMITS&TERMINATION POINTS

SL. NO	DESCRIPTION	DISTANCE
1.	RO Inlet	At the inlet of the RO Feed Pump (2 meter)
2.	RO Permeate	At the outlet of RO System (2 meter)
3.	RO Reject	At the reject Side of RO System(2 meter)
4.	Individual Equipment drains	To the nearest drain trench(2 meter)
5.	Power	At the incomer of MCC.
6.	Earthing	Earthing above ground & below ground by client.
7.	Electricity	415 V, 3 phases current will be provided at MCC INCOMER

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 RO plant 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 RO Plant for CWBDT Plant.</p>
Payment Mode	RTGS/NEFT
Time schedule for the completion of the Job	The entire job shall be completed within 7 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 (₹ 11,60,000/-)	
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, MANUFACTURING, SUPPLY, ERECTION AND COMMISSIONING
OF RO STREAM INCLUDING RO MEMBRANE AND DCS FOR CWBD
TREATMENT PLANT**

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, Manufacturing, Supply, Erection and Commissioning of RO Stream including RO Membrane and DCS for CWBDT Plant (including Packing & Forwarding if any))	
2.	Charges for Transportation of RO Stream materials at MFL Plant including Transit Insurance.	
3.	Charges for Erection and Commissioning of RO Stream for CWBD Treatment Plant (including Storage and Erection Insurance)	
4.	Applicable Duties & Taxes :	
	A) GST @% on Sl.No.1 & 2	
	B) GST @% 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 ₹ **11,60,000/-** (Rupees Eleven Lakhs sixty 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, MANUFACTURING, SUPPLY, ERECTION AND COMMISSIONING OF RO STREAM INCLUDING RO MEMBRANE FOR CWBD TREATMENT PLANT AT MFL **Tender No.ESER/TS/DEDICATED RO STREAM / 061117/006/dated 17/10/2017**
- 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. 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 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 RO plant at MFL.
- 10% within 30 days from the date of submission of Invoice after successful erection and commissioning of RO plant 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 RO Plant for CWBDT Plant.

- 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 :

4.01 The vendor shall guarantee the membranes 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 7 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 7 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, MANUFACTURING, SUPPLY, ERECTION & COMMISSIONING OF RO STREAM INCLUDING RO MEMBRANE AND DCS FOR CWBD TREATMENT PLANT** in Madras Fertilizers Limited at Manali, Chennai 600 068.

4 Brief Description of Work :

"DESIGN, MANUFACTURING, SUPPLY, ERECTION & COMMISSIONING OF RO STREAM INCLUDING RO MEMBRANE AND DCS FOR CWBD TREATMENT PLANT at Madras Fertilizers Limited, Manali, Chennai-600068.

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.**

* * *

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