

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
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**NOTICE INVITING TENDER
FOR**

**DESIGN, MANUFACTURE, TESTING, SUPPLY, INSTALLATION &
COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL
BATTERY BANK AT MFL.**

TENDER No.ESER/TS/UPS/26032018/008/dated 06/03/2018

SUMMARY

Online bids are invited for "**DESIGN, MANUFACTURE, TESTING, SUPPLY, INSTALLATION & COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL BATTERY BANK AT MFL.**". 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 Tamil Selvan - 044-25945330
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Description: "DESIGN, MANUFACTURE, TESTING, SUPPLY, INSTALLATION & COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL BATTERY BANK AT MFL."	
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	06/03/2018
Due date & Time for submission	26/03/2018 at 16:00 Hrs
Technical Bid Opening Date & time	27/03/2018 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	₹ 4,21,407/- (Rupees Four Lakhs Twenty one thousand four hundred and seven 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/UPS/26032018/008/dated 06/03/2018 and the same should be submitted to DGM – Technical Services on or before 29/03/2018 .
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 commissioning of UPS.
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	30 working days (excluding Sundays) from the date of issue of Award of work.
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 UPS 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 commissioning of UPS. <p>Erection & Commissioning:</p> <p>100 % within 30 days from the date of submission of Invoice after successful handing over of UPS.</p>
Time Schedule for completion of Job	The entire job shall be completed within 30 working days (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

Sl No	DESCRIPTION
1	The bidder should have their own facilities to Design, Manufacture, Testing, Supply & installation of UPS.
2	The bidder should also have installed minimum of 3 nos. of UPS with similar capacity or above in the past 10 years on the date of tender opening.
3.	Performance certificates of the UPS 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 atleast 63 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) Profit and Loss Account details for the last 3 Years (2014-15, 2015-16 and 2016-17)
- e) Organization Chart
- f) Income Tax Return for the last 3 Years (2014-15, 2015-16 and 2016-17)
- g) "TENDERER UNDERTAKING" (Page No:31) and Annexure -9

Note:

All the bidders are advised to visit MFL before quoting the rates for on the spot assessment and quantify the nature of job within 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, MANUFACTURE, TESTING, SUPPLY, INSTALLATION & COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL BATTERY BANK at Madras Fertilizers Limited, Manali, Chennai – 600 068 as per the UPS Specification given in **Attachment – C** (Technical Specification).
- 1.2 The proposed UPS system shall be installed in MFL for DCS back up of the plants Ammonia, Urea and Utility.
- 1.4 The proposed UPS system shall be installed as per the technical specification given in **Attachment – C**.
- 1.6 The Tenderer to include in his scope of work if any Statutory clearances required for the proposed 3 X 80 KVA UPS.
- 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 UPS, 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 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.

6.0 Transportation

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

7.0 Progress Report:

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

8.0 TIME SCHEDULE

8.1 The entire job shall be completed within 30 working days (excluding Sundays) from the date of issue of Award of Work by MFL.

9.0 MFL's scope of work:

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

10.0 General:

- 10.1 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.
- 10.2 Any deviation from the Technical Specification in the Tender shall be prominently indicated by the tenderer in their quotation.
- 10.3 Job shall be carried out at MFL Plant Manali site during General Shift hours (Monday to Saturday, 8:00 – 16:45 Hrs).
- 10.4 Bidder's workmen should fulfill all statutory obligations and comply with provisions of Labour Regulations Act 1970.
- 10.5 Also bidder's workmen shall be adequately covered by ESI, PF and evidence thereof shall be produced before commencement of this work.
- 10.6 Bidders should strictly adhere to MFL safety rules and regulations.
- 10.7 Work permit shall be obtained during each shift from concerned Plant authorities.
- 10.8 Bidder to depute a Full time Site Engineer / Supervisor to supervise the job progress and coordinate with our Engineers.
- 10.9 All the tools and tackles brought in and taken out by the bidder shall be produced to MFL Engineers for verification.
- 11.0 Job shall be free from unsafe activities. Any unforeseen accident / incident happen, the successful bidder should take care of all Statutory requirement.
- 11.1 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 the Plant site before quoting their rates for on the spot assessment and quantify the nature of job within one week of NIT publication.

TECHNICAL SPECIFICATION OF 3 X 80 KVA UPS WITH INDIVIDUAL NI-CD BATTERY BANK

1. STANDARDS APPLICABLE

2. The UPS systems and all associated equipment and components shall be manufactured in accordance with latest publication of International Electro Technical Commission (IEC) / Bureau of Indian Standards (BIS) or equivalent standards, applicable from time to time

3. TOPOLOGY & CAPACITY : True on line, cold start, continuous duty, double conversion type, DSP based, 12 Pulse Rectifier 3 x 80 KVA parallel redundant, equal load sharing UPS system with individual Battery Bank to give 30 minutes back up at rated load.

4. DESIGN BASIS : The design and selection of equipment and components shall be based on achieving the minimum life time : 20 years for rectifier Inverter, Static Switch and associated auxiliaries with appropriate maintenance Schedule applied. Additionally, the UPS shall be design to operate totally maintenance free for 4 years continuous period except cleaning in dusty environments.

5. INPUT

Rated Voltage : 415 V AC ($\pm 10\%$), 3 phase

Rated Frequency : 50 HZ ($\pm 5\%$)

Power Factor : > 0.95 lag at rated load.

Input current Harmonics at rated load : $< 10\%$

6. RECTIFIER

Type : IGBT/SCR, 12 Pulse based PWM Rectifier with Input K-13 isolation transformer

DC Voltage tolerance : $\pm 1\%$

DC Voltage ripple : $< 1\%$ with battery bank

7. CHARGER

Type : IGBT/SCR based PWM charger suitable to charge Ni-Cd batteries in both float and Boost mode, must be able to operate in parallel with Redundant / Parallel UPS.

Nominal voltage Regulation : $\pm 1\%$

Ripple : $< 1\%$

Charging Method : Constant voltage / constant current with current limit facility according to Battery AH capacity and load requirement.

Charger capacity : Inverter full load current plus battery charging in Boost charge mode.

Note:

After first full charging, Battery shall be discharged as per Manufacturer's guidelines and Re-charged before final commissioning.

8. BATTERY
- Make : **HBL POWER / AMCO**
 - Battery Voltage : As per bidder design requirement
 - Type of Cell : Nickel Cadmium batteries of KPH series
 - Capacity : VAH to meet the UPS Capacity (ie any suitable AH rating with suitable number of cells)
 - Nominal Voltage : 1. 2 Volts
 - Protection : Battery breaker (MCCB) with fuse should be provided externally. Battery health monitoring system for individual cell.
 - Accessories :
 - 1) All Battery Links and Inter row & Inter Bank links of adequate size and capacity to be provided.
 - 2) Battery Stand should be of wooden OR powder coated MS material with nylon bottom bush. Rubber mat and rubber beading to be provided for seating the batteries.

NOTE:

1. The batteries should be supplied in dry condition along with adequate electrolyte in separate cans and should be charged after installation at MFL before commissioning.
2. All batteries should be accommodated in the available space with adequate maintenance clearance.

9. OUTPUT
- Inverter Philosophy : IGBT/SCR based PWM with instantaneous Wave control. An isolation transformer shall provide galvanic isolation between AC and DC power circuits.
 - Power Capacity : 80 KVA / 80 KW, 110 V $\pm 1\%$, 50 H₂ $\pm 1\%$
 - Duty : Continuous
 - Load PF Support Capacity : 0.6 to Unity (Within its KVA / KW rating)
 - Voltage Regulation :
 - i) Line to Neutral Voltage : 110 V $\pm 1\%$
 - Frequency Regulation : 50Hz ($\pm 0.1\%$)
 - Output Waveform : True sine wave
 - Total harmonic distortion : <3 % Max. for 100% Linear load
< 5 % Max. for 100% Non - Linear load
 - Overload capacity : 110 % for 60 min.
125% for 10 min.
150% for 1 min. : 200% of 30 Sec.
 - Dynamic Response : For 0 to 100% step load change.
The output shall remain within $\pm 5\%$ and recover to 98% within 1 cycle.
 - Output isolation : Through isolation transformer
 - Crest Factor : 3:1
10. EFFICIENCY : > 90 % at rated load.
11. WOUND COMPONENTS (TRANSFORMER / INDUCTOR)
Class of insulation : Class H
12. TYPE OF LOAD : 110 V AC – Inductive load (DCS, instrumentation, Lighting, etc) connected
13. LOAD SHARING : When three UPS are in parallel they must be able to feed a total of 240 KVA 0.5 lag to 0.5 load and load sharing (KW / KVA) by each UPS must be equal.
14. SYSTEM CONFIGURATION : Parallel redundant with individual Battery Bank with built in Isolation Transformers.

15. PANELS	Enclosure protection class Internal protection Type of construction Panel finishing Paint shade Type of Cooling Canopy Cable Entry Panel Sheet Thickness Air Filters Utility socket Illumination lamps Gland plate Earth bus bar size Earthing	Minimum IP –20 or better All live parts shrouded Free standing floor mounted Epoxy powder coated SIEMENS GRAY or RAL 7016 or RAL 7032 Integral cooling fans For all panels with 150 mm clearance from panel top Bottom CRCA sheet of thickness 1.5 mm for load bearing and 1.5 mm thick for non-load bearing members. Detachable air filters of size 80 microns or Air Louvers to meet IP class 230 V / 5 A 9 W LED 3 mm un-drilled. 6 x 25 mm cu Two distinct earth terminals to be made available
16. ENVIRONMENTAL PARAMETERS	Operating temperature Relative humidity Storage temperature Altitude Noise level	0 to 50° C for UPS & 25° C for Batteries 0 to 95 % non condensing 0 to 55°C Up to 1000 meters from MSL < 75 dBA at 1 meter distance
17. PROTECTIONS	Input & Rectifier Inverter Battery	Input MCCB/ Isolator Input fuse fail Input under / over voltage Rectifier over voltage Rectifier over temp. Inverter over temperature Output under / over voltage Output short circuit Output overload Battery MCCB Battery low Battery over voltage Battery charging current limit Battery Reverse polarity Battery Earth Fault
18. POTENTIAL FREE CONTACTS	One relay contact for each UPS (Rating 250 V AC, 1 A)	: Main Failure Rectifier trip Inverter trip Load on battery Battery low Pre-Alarm Load on standby supply Low Battery – Trip

19. REMOTE MONITORING STATION :

i. Connectivity :

RS 232 / RS 485/- connectivity for Remote monitoring station and DCS with PC / Laptop.

ii Configuration:

PC based, INTEL-Core2 Duo Processor or higher latest version with required hardware and software, communication cabling and accessories. PC Make: HP / COMPAQ / IBM / DELL. Monitor: 21" Wide Screen Flat LCD. Printer: HP Make A4 Size Laser Colour Printer.

iii Monitoring and Data Logging:

Software and Hardware required for monitoring and logging of events with the following feature : 1) Access the event logging, 2) View all the electrical parameters, trends with values for analysis, 3) View on line parameters and 4) Fault diagnosis and alarm system.

iv Furniture:

One No. 'Godrej' make Executive steel table (Size: 6'X 3') and 4 nos. of 'Godrej' make work station chairs of Model No. PCH – 9103 RV or equivalent to be supplied.

v Remote Monitoring :

Single Cable from UPS to LMS – 320 m length (Approx.).

20. LCD MIMIC + DISPLAY : With Single line diagram with colour distinction for Healthy / fault indication

PARAMETERS TO BE DISPLAYED ONLCD

<u>INPUT</u>	<u>BATTERY</u>	<u>INVERTER</u>	
Input voltage	Rectifier voltage	Output voltage	Output in KVA / KW
Input current	Battery voltage	Output current	Heat sink temp.
Input frequency	Battery current	Output frequency	% Load
Input PF	% Ah capacity	Output PF	KWh Reading

21. MESSAGES DISPLAYED ON LCD

<u>INPUT</u>	<u>BATTERY</u>	<u>INVERTER</u>
Mains Failure (R,Y,B)	Battery low pre alarm	Output under voltage
Input Phase reversal	Battery low	Output under voltage
Rectifier over voltage	DC under voltage	Output over load
Rectifier over temp	Battery over voltage	Output short circuit
		Inverter over temp
		Inverter control card failure R,Y,B.

22. INDICATIONS ON MIMIC

<u>INPUT</u>	<u>BATTERY</u>	<u>INVERTER</u>
Input isolator ON	Battery on Float	Inverter ON
Rectifier ON	Battery on Boost	Load on Inverter
Charger ON	Battery Isolator ON	
	Load on Battery / discharging	

23. DC LINK

DC Link Cable from UPS Units to Battery Bank Shall be supplied by vendor. The Cable shall be of Copper Conductor with XLPE / silicon rubber insulation sufficient to withstand the maximum DC voltage. Un-armoured flexible cable of adequate size should be laid from rectifier to battery by means of conduit pipe of minimum 3mm wall thickness. Distance from UPS to Battery is around 20 mtrs. The vendor can inspect the site condition to assess the actual quantity of DC Cable.

24. CABLE TERMINATION

1. All incoming and outgoing power cables should be of **bottom** entry.
2. The panel should have adequate space to accommodate all the Aluminum power cables.

25. POWER CABLES

Incoming Cable to UPS, Output cables and their terminations are in the scope of MFL.

26. PANEL CONSTRUCTION

- a) All panels should be adequately sized to give enough clearance for power cable connections.
- b) The incoming cable to UPS will be of **3 x 150 mm² Aluminium cable**. Hence sufficient clearance should be made available for termination.
- c) The vendor shall submit the panel GA drawing in their technical bid to assess the adequacy of the clearance of the switch gear.

27. TRAINING

Comprehensive Hands-on Training at the manufacturer works shall be provided to four Engineers of MFL at the cost of vendor. The travelling, boarding and lodging expenses shall be borne by MFL.

28. TESTING AND INSPECTION

UPS system shall be inspected and tested as per relevant standards and approved Quality assurance plan (QAP). These plans shall be submitted by successful Tenderer for approval before inspection, along with all the internal test reports, Type test Reports / Certificates.

I) Pre-Despatch inspection (Factory Test):

- 1) Acceptance tests shall be carried out at factory on complete UPS system in presence of authorized representatives from MFL including AC input failure test, AC return test, Transfer test, full load test, UPS efficiency test, load regulation test, unbalanced load test, balanced load test, voltage test, Parallel redundant operation test, Heat run test for 8 hrs, output waveform test with transients, harmonics and recovery test etc.
- 2) The readiness of the UPS for witnessing acceptance tests shall be intimated at least 15 days in advance. The travelling, boarding and lodging expenses of inspection will be borne by MFL.
- 3) If any equipment fails in the tests conducted during factory inspection, the necessary replacement / rework shall be done and equipment shall be re-offered for inspection. The travelling, boarding and lodging expenses of inspection should be borne by vendor.
- 4) The test and inspection shall be recorded in writing. The despatch clearance will be given by MFL, after clarifying and/or mutually resolving any discrepancies and non-compliances.

II) Acceptance at test at site :

The commissioning test shall be carried out by the vendor in Presence of MFL representatives. During this test

- 1) Available loads shall be connected and the UPS shall be run to check the performance as per specification.
- 2) The Backup requirement and its ability shall be tested.

III) Endurance Test:

The system performance shall be checked with available load for 100 hours at site. Successful operation will be considered as system is commissioned. Final acceptance of the UPS and Battery Bank shall be strictly on the basis of successful endurance test.

29. WARRANTY :

For UPS Unit : 12 months from the date of Commissioning
For Battery : 36 months from the date of Commissioning

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 UPS 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 commissioning of UPS. <p>Erection & Commissioning:</p> <p>100 % within 30 days from the date of submission of Invoice after successful handing over of UPS.</p>
Payment Mode	RTGS/NEFT
Time schedule for the completion of the Job	The entire job shall be completed within 30 working days (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 (₹ 4,21,407/-)	
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 authorized person :

Name of the authorized person :

Designation of the authorized person :

BILL OF QUOTE / PRICE SCHEDULE

**DESIGN, MANUFACTURE, TESTING, SUPPLY, INSTALLATION &
COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL
BATTERY BANK AT MFL.**

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.
- 5) 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.
- 6) 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.

Sl.No.	Description	Amount (₹)
1.	Charges for Design, Manufacturing, Testing and Supply of 3 x 80 KVA UPS with NI-CD individual Battery bank at MFL.	
2.	Charges for Supply of individual NI-CD Battery Bank for 3 x 80 KVA UPS	
3.	Remote Monitoring Station with Laptop or PC along with Software & Accessories.	
4.	Charges for Transportation of UPS materials at MFL Plant including Transit Insurance.	
5.	Charges for Installation and Commissioning of 3 x 80 KVA UPS with NI-CD individual Battery bank at MFL.	
6.	GST Tax @.....% Sl. No 1	
	GST Tax @.....% Sl. No. 2	
	GST Tax @.....% Sl. No. 3	
	GST Tax @.....% Sl. No. 4	
	GST Tax @.....% Sl. No. 5	
	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 ₹ **4,21,407/-** (Rupees Four Lakhs Twenty one thousand four hundred and seven 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, MANUFACTURE, TESTING, SUPPLY, INSTALLATION & COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL BATTERY BANK AT MFL "Tender No. ESER/TS/UPS/26032018/0058 dated 06.03.2018".
- 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 :

- 2.0 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.
- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 **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.**
- 2.6 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.
- 2.7 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.

- 2.8 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.
- 2.9 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 3 x 80 KVA UPS 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 commissioning of UPS.

Erection & Commissioning:

100 % within 30 days from the date of submission of Invoice after successful handing over of 3 x 80 KVA UPS.

- 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 UPS for their performance, mechanical condition for breakage etc. for the period of 12 months from the date of installation and commissioning or 18 months from the date of supply and shall also guarantee the Battery for their performance, mechanical condition for breakage etc. for the period of 36 months from the date of installation and commissioning or 42 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 30 working days (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 30 working days (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 self-certification 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

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.

H1 ELIMINATION:

- MFL requires minimum of 5 bidders for H1 Elimination.
- After opening the price bids, the H1 bidder / bidders will be eliminated, only if the minimum number of eligible bidders for Reverse Auction are 5.

Example Conditions:

CONDITION – 1:

No. of bidders – 6
H1 bidders – 3 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

Hence, no H1 elimination would be carried out and all the 6 parties would be allowed to participate in the Reverse Auction.

CONDITION – 2:

No. of Bidders – 10
H1 Bidders – 4 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 6)

Hence all the H1 Bidders (4 bidders) would be eliminated and the remaining 6 bidders would be allowed to participate in the Reverse Auction

Reverse Auction:

- Reverse Auction shall be conducted, if the number of eligible bidders are more than one.
- The L1 party's total amount [arrived by weighted average method] shall be fixed as Initial Opening Price (IOP) and Decrement Value at 0.1% of IOP.
- The bidder who quoted the lowest rate in Reverse Auction shall be treated as final R1 Party (L1 Party after Reverse Auction).
- The reduction between the total amount (of original Price Bid arrived by weighted average method) and final total amount after Reverse Auction will be proportionately reduced from all the items in the BOQ of original price bid of R1 party.
- If any of the vendors not responded / participated in the Reverse Auction, their original quoted rates will remain same.

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	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 notwithstanding 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, MANUFACTURE, TESTING, SUPPLY, INSTALLATION & COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL BATTERY BANK AT MFL.”** at Madras Fertilizers Limited, Manali, Chennai 600 068.

4 Brief Description of Work :

“DESIGN, MANUFACTURE, TESTING, SUPPLY, INSTALLATION & COMMISSIONING OF 3 X 80 KVA UPS WITH NI-CD INDIVIDUAL BATTERY BANK AT MFL.” 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 for a period of 90 days from the date of opening of bids.

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 – 10**
- 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



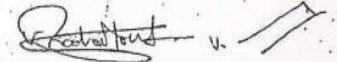
**MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600 068**

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	SBIN0007347
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 carried out, viz..... and has accepted a tender by the contractor for the design, Manufacture, Testing, Supply, Installation and Commissioning of 3 x 80 KVA UPS with NI-CD individual battery bank at MFL. 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 design, Manufacture, Testing, Supply, Installation and Commissioning of 3 x 80 KVA UPS with NI-CD individual battery bank at MFL in conformity all respects with the provisions of the contract.

- 4 The Company hereby covenants to pay the contractor in consideration of the design, Manufacture, Testing, Supply, Installation and Commissioning of 3 x 80 KVA UPS with NI-CD individual battery bank at MFL, 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

Dated Signature of the Engineer
Designation

On behalf of