

Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL) 4th Floor, Mohta Building, 4, Bhikaji Cama Place New Delhi - 110 066

BIDS ARE INVITED FOR "CONTINUOUS OPERATION AND MONITORING OF COOLING WATER TREATMENT PROGRAM INCLUDING SUPPLY OF CHEMICALS" AT FERTILIZER CITY, RFCL PLANT, RAMAGUNDAM (TELANGANA)

e-TENDER No: RFCL-18

<u>May-2020</u>

INDEX

Enclosures shall form part of NIT

1.	SPECIAL INSTRUCTIONS TO TENDERERS	- Annexure-I
2.	ELLIGIBILITY CRITERIA	-Annexure-II
3.	Terms and Conditions of Notice Inviting Tender (COMMERCIAL SECTION)	- Annexure- III
4.	Technical Specifications,	- Annexure-IV
S.	Summary of Schedule of Rate	- Annexure –V
6.	No Deviation Certificate	- Annexure –VI
7.	BID SECURITY FORM (EMD)	- Annexure-VII
8.	BANK GUANARANTEE FORMAT FOR SECURITY DEPOSIT	- Annexure-VIII

ANNEXURE-I

SPECIAL INSTRUCTIONS TO TENDERERS

1. 1.00 Mode of Tendering:

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to float tender for "Cooling Water Treatment Programme and supply of Chemicals to RFCL Plant, Ramagundam", through e-tendering. The NIT will be posted on website <u>www.tenderwizard.com/RFCL</u> from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e, <u>www.rfcl.co.in</u>

RFCL has appointed **M/s. Antares Systems Limited, Bangalore** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-

 Mr. Siva Kumar, CM (C&P) RFCL, Corporate Office, 4th Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 9980699556 E mail: siva@rfcl.co.in Mr. Shashi Prakash, M (C&P) RFCL, Corporate Office, 4th Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 9717731580 E mail: sprakash@rfcl.co.in

b) M/s. Antares Systems Limited, New Delhi

1	e-Tendering Registration/ Sign Up Queries	Registration Help Desk	011- 49424365	twhelpdesk680@gmail.com
2	DSC Queries	Help Desk	011- 49424365	twhelpdesk377@gmail.com
3	For e-Tendering	Help Desk	011- 49424365	rfcleprochelpdesk@gmail.com
4	Support	Mr. Kamal Mishra	8800115821	kamalmishra@antaressystems.com
	Mr. Shankar Kumar		8800378610	shankar.k@antaressystems.com

2. (a) <u>Pre-Requisites for System using e-Procurement sites</u>:

- Windows 7, 8, 10 professional or higher version
- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
- Google Chrome Version 42 and above.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE 1.8.0) or higher.
- Microsoft Office 2003 with MS Word and MS Excel
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

- (b) Pre-Requisites for DSC Registration:
 - > The Vendor becomes a valid Vendor only after the registration of the DSC
 - Vendors need to possess a valid DSC for participating in e-Tendering (class II/III DSC)
 - > Vendors need to procure DSC 24 hrs prior to DSC Registration.
 - It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
 - DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited.
 - Respective DSC Drivers needs to be installed.
 - > DSC needs to be physically inserted into the system.
 - > DSC should appear in the Browser.
 - DSC of the Vendor will mapped with their User Id once they Login first time.

Note - For more details, refer User Manual section on Home Page of e-procurement portal i.e. <u>www.tenderwizard.com/RFCL</u>

- (c) <u>Pre-Requisites for Login Credentials</u>:
 - For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
 - Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
 - Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
 - Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy
- 3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
- 4. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- 5. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
- 6. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
- 7. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

8. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above mentioned website against this tender.

Tender Schedule for "Cooling Water Treatment Programme" is -

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	13.05.2020 at 10:00 hrs.
2	End Tender Document Download	27.05.2020 at 15:00 hrs.
3	Due/ last date of submission Bids	27.05.2020 at 15:30 hrs.
4	Techno-commercial Bids Opening	27.05.2020 at 15:45 hrs.
5.	Price Bid Opening	To be intimated

<u>Note</u>: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

- 9. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually.
- 10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

11. Tender Opening:

The tenders will be opened electronically by us from our NEW DELHI office in the presence of representatives of Vendors who wish to attend the price bid opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our NEW DELHI office and use RFCL's facilities for preparation and submission of their bids. However, bids can't be submitted after the bid submission due date & time as per the schedule.

- 12 RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
- 13. RFCL reserves the right to reject or accept any tender without giving any reason.
- 14. The bids not accompanied with the requisite Earnest Money may not be opened.

15. <u>SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF</u> <u>ACTION TO BE FOLLOWED</u>

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by RFCL, the following remedial measures shall be taken under such an eventuality:

-		
1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.

16. Name & Address of Consignee:

DGM (PROD), Ramagundam Fertilizers And Chemicals Ltd Distt- Pedapalli, Telangana

17. Payment Mode:

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer). Successful vendors shall provide the requisite details of their Account No., Name& Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, along with their 'Bank mandate form and cancelled cheque', within 10 days of issue of LOI/PO to the Finance and C&P deptt of RFCL, Ramagundam Plant.

18. GST Nos.

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

- 19. The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. <u>Few Highlights of the benefits</u> <u>proposed to MSMEs</u> are as under:
 - There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).
 - MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 20% of tendered value at L-1 subject to lowering of price by MSEs to L-1.
- 20. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of 120 **days** from the date of opening of the tender (Technical bid) and should be on FOR **RFCL Ramagundam** (Telangana), **including transit insurance**. Transit Insurance shall be covered by supplier. The rates should be quoted both in figures and in words.
- 21. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.

Thanking You For & On Behalf Of Ramagundam Fertilizers and Chemicals Limited

> (C. Sivakumar) Chief. Manager (C&P)

ANNEXURE-II

ELIGIBILITY CRITERIA:

S.	Conditions	Documents required
3. N.	Conditions	
1.	Bidder should be either manufacturer of chemicals / Authorized dealer / supplier / service provider having successful experience of package cooling water treatment i.e. design of cooling water treatment, preparation of formulations, supply of chemicals, operation, monitoring and troubleshooting of treatment during the last Seven (7) years. Note: The last 7 years shall be counted from 31.12.2019.	 i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate. ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above .The Authorization certificate should be issued for specific tender/enquiry. iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest) v) For partnership firms -Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted
2.	The bidder shall submit documentary evidence with respect to experience of having successfully completed "Continuous operation and monitoring of cooling water treatment management program including supply of chemicals with minimum cooling water circulation flow of 15000 M3/Hr in a cooling tower having multiple cells." in Chemical/Petrochemical/Fertilizer Industry/Power/cement Plants/ Continuous Process Industry. Work executed by the bidder during the last SEVEN (7) years (ending 31.12.2019) should be either of the following: • The tenderer should have Completed Three similar works costing not less than Rs. 2.4 Crores. (or) • The tenderer should have Completed Two similar works costing not less than Rs. 3.0 Crores. (or)	 Documentary evidence (Relevant P.O. and Copies of Invoices / Delivery Orders) along with successful Completion certificate should be enclosed. The minimum term of operation for consideration of successful experience for each tower shall be one year.

• The tenderer should have Completed One similar work costing not less than Rs. 4.8 Crores Crores.	
 The Average Annual financial turnover shall not be less than Rs 6.0 Crores in at least one of the Three preceding financial years upto 31.03.2019. Note: In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only. In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of the is subsidiaries, consolidated annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the Bidder is not published, but only a consolidated annual report of the Bidder is not prepared an audited. 	

4.	The net worth of the bidders should be positive for the Financial year 2018-19 ending 31.03.2019.	A Copy of Audited* Balance Sheet should be submitted in support of your claim.
		* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
5.	Bidder should have minimum working capital of <u>Rs 60 lakhs</u> as per Audited Financial result of FY 2018-19. "Working capital should be current assets minus current liabilities.	Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized line of credit for atleast of Rs 60 lakhs. Or,
		Copy of audited balance sheet for the Financial year 2018-19 ending 31.03.2019 should be submitted.
6.	I. Bidder Must not be black listed by any government department/public sector undertaking/co-operative Unit.	Self-certification(s) for both should be submitted on Party's letterhead for the same.
	II. Bidder Must not be delisted / on Negative List by any government department/public sector undertaking/co- operative Unit in the last two years, as on date of participating in the tender.	
	III. Bidder must not be on the Holiday list of RFCL.	



TENDER DOCUMENT

NIT No. RFCL/C&P/CWT/2020/1 Dated 13-May-2020 for Lining up of Contract for Cooling Water Treatment Programme at RFCL, Ramagundam (Telangana)

FOR COOLING WATER TREATMENT PROGRAMME

COMMERCIAL SECTION

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD RAMAGUNDAM (TELANGANA)

<u>MAY 2020</u>

Terms and Conditions of Notice Inviting Tender (COMMERCIAL SECTION)

The Tender Enquiry particulars are:

1.0	(i)	Tender No.	:	RFCL/C&P/CWT/2020/1 Dated: 13-May-2020
	(ii)	Requirement	:	To formulate, specify and provide Non-Chromate Cooling Water Treatment Programme including supply of Chemicals for Cooling Towers as per Scope of Work specified in the Technical Section of the NIT.
	(iii)	Quantity of offered Chemicals	:	To be specified by Vendor
	(iv)	Type of Tender	:	TWO STAGE Bidding as per details given in Clause No.
	(v)	Earnest Money Deposit	:	Rs.1.00 Lakh (Rupees One Lakh only) as per Clause No. 12.00 below
	(vi)	Security-cum-Performance	:	10% of Total Order Value as per Deposit Clause No. 13.00 below
	(vii)	Tender Closing Date & Time	:	27-May-2020, 15:00 Hrs
	(viii)	Tender Opening Date & Time	:	27-May-2020, 15:45 Hrs (Only Unpriced Techno-Commercial Bid shall be opened online on this date. Price bid opening date shall be intimated to the techno-commercially acceptable bidder, separately later on)
	(ix)	Tender Validity	:	Must be initially valid for 120 days from the date of opening of Unpriced Techno- Commercial Bid.
	(x)	Delivery Period	:	As specified at clause No. 21
	(xi)	Transit Insurance	:	By Supplier at his cost
	(xii)	Site for uploading Tender Documents	:	Tenders shall be submitted electronically on our E-TenderPortal, <u>https://tenderwizard.com/RFCL</u>
	(xiii)	Address for sending the DD/BG (Envelope will be superscripted Chief Manager – C&P, 4 th Floor, Mohta Building, Bhika New Delhi- 110066.	l with ou	r Tender Ref. No. and Due date Place,
	(ii)			ment, the Scope of Supply and Responsibility of the the following, which tenderers must note:-
		a. Instructions to Bidder		

- b. Bid Evaluation
- c. Guaranteed Overall Annual Cost
- d. Vendor's Scope
- e. RFCL's Scope
- f. Contents of Offer
- g. Availability of Chemicals without interruption

2.00 Period ofContract

The contract shall be effective from the date of issuance of Letter of Intent. However, initially the contract shall be valid for a period of One (1) Year from the date of start of treatment programme. This shall be further extendable for a period of One (1) Year at the sole option of RFCL.

3.00 Staggered supply of Chemicals

Supply of chemicals shall be in good quality containers as per agreed schedule without interruption as per Clause 4.7 of Section 'C'. All the used / empty containers shall be taken back by Vendor by making their own arrangement for lifting and transportation.

4.00 Firmness of Prices

Prices should be quoted as per Online Price Bid formats. Prices offered shall remain firm during the currency of the contract except variation of statutory levies against documentary evidence. Vendor should confirm the same specifically in the Offer.

5.0 Payment Terms

Payment(s) shall be processed in staggered manner during the currency of contract and on production of each Invoice(s) by supplier. The payment shall be made against each running bill as under:

- a) 80% within 30 days from the date of receipt and acceptance of material at our site through RTGS/NEFT Mode.
- b) Balance 20% after 60 days from date of receipt and acceptance of material at our site through RTGS/NEFT Mode and after adjusting any deductions / recoveries as per contract.

For this, Tenderers shall give the following in their offer:

- i. Bank Account Number of the Tenderer's firm
- ii. Name and address of the Bank
- iii. Branch Code
- iv. IFSC Code
- c) At the commencement of the Contract, supply shall be made for 3 months' requirement along with one lot of pre-cleaning, passivation and contingency chemicals for each tower and payment shall be made as above.
- d) Thereafter, against supply of monthly requirements, payment shall be restricted to 1/9th of the guaranteed overall annual cost in the milestone as above or cost of supplies whichever is lesser. However, during last month of the contract period, the spare inventory of regular chemicals as mentioned above shall not fall below one month's requirement.
- e) Further, the pre-cleaning, passivation and contingency chemicals leftover at the end of the contract shall be taken back by the vendor and RFCL shall recover the corresponding amount from the vendor's running bill(s) / balance payment for which Credit Note shall be issued by the vendor.

6.00 Transportation and Transit Insurance

The responsibility of transportation of Cooling Water Chemicals along with accessories from Vendor's Works to RFCL Site shall be entirely of the vendor.

Supplier has to ensure that all statutory requirements are fulfilled which are needed for the transportation of Cooling Water Chemicals as per rules.

Transit Insurance shall be arranged by the Supplier at his own cost

- 7.00 Any clarification on e-Tender procedures, tender specification, both technical and commercial, can be had from the office of Chief Manager Materials any time during office hours before tender closing date and time, either personally or by email at siva@rfcl.co.in & <a href="mailto:siva@rfcl.co.in
- 8.00 All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of tenderer to comply with requirements of RFCL within stipulated time shall entitle RFCL to proceed with the tenders on the basis of information available. No responsibility for postal delays shall rest on RFCL.
- 9.00 RFCL shall reserve the right to postpone tender opening under intimation to the bidders without assigning any reason thereof.

10.00 **MSMED Declaration:**

In case the Bidder is as MICRO, SMALL Enterprise (MSEs) under 'The Micro, Small & Medium Enterprises Development Act, and/or Purchase Preference Policy-2012' promulgated by Government of India. Please indicate the relevant category in the Offer and upload/enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. It shall also be confirmed by the Bidder if the MSE is owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities. Complete MSMED Act can be viewed/downloaded from the Website http://www.msme.gov.in.

In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.

However, Traders /Dealers /Distributors /Stockiest /Wholesaler are not entitled for availing benefits under MSME Act.

11.00 Compensation for submission of tender

The Bidder shall bear all the costs associated with the preparation and submission of the Bid and the RFCL in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

12.00 EARNEST MONEY DEPOSIT

12.1 Tenderers must submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) in the form of:

 Crossed Demand Draft favouring RAMAGUNDAM Fertilizers & Chemicals Ltd. issued by any Scheduled/Nationalized Bank payable at NEW DELHI. (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). DDs payable at other locations are not acceptable to us. Cheques will not be accepted in any case;

OR

ii) Bank Guarantee in the RFCL's prescribed format from any Nationalized/ Scheduled Bank excluding Rural and Co-operative Banks. The Bank Guarantee shall be valid for a minimum period of 120 days and the Tenderer shall give an undertaking for extension of the validity of the BG in case the same is desired by RFCL. (Details of BG Number and the date, amount, Banker's Name etc. has to be submitted in relevant field/column of online module).

OR

Necessary earnest money will have to be deposited by the bidder electronically online through net banking enable bank account/DD/Bankers Cheque. Bidders are also advised to submit EMO of their bid, at least before the bid submission closing date as it requires time for processing of payment of EMD:

a) Beneficiary Nameb) Name of Bankc) Branch	:M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED. :STATE BANK OF INDIA, :Commercial Branch, 70, The Great Eastern Centre,
d) Branch codee) IFSC No.f) Current Account	Nehru Place, New Delhi- 110 019. :04298 :SBIN0004298 :36530729001

- 12.2 EMD in physical form must be submitted directly to RFCL by the Tenderer, with an intimation to C&P deptt so as to reach us before opening of Tender. The details of EMD must be furnished along with the OnlineBid should be send to emails: siva@rfcl.co.in, sprakash@rfcl.co.in.
- 12.3 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by RFCL before opening time of Techno-Commercial Bids for verification of the details of DD/ Bank Guarantee given online by the vendors.
- 12.4 Earnest Money shall be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period.
- 12.5 Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.

- 12.6 Earnest Money of the successful tenderer shall be returned on submission of security deposit.
- 12.7 No interest will be paid on the Earnest Money Deposit of either the successful tenderer(s) or unsuccessful tenderer(s).
- 12.8 MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders /Dealers /Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.
- 12.9 The bidders shall submit the following documents in support of claiming exemption of EMD:
 - 12.9.1 Documentary evidence that the bidder is a Micro or Small Enterprises registered with National Small Industries Corporation or MSEs who are having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - 12.9.2 The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder.
 - 12.9.3 If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

13.0 <u>SECURITY-CUM-PERFORMANCE GUARANTEE</u>

Security Deposit-cum-Performance Guarantee equivalent to 10% of the Total Order Value shall be deposited / submitted by successful tenderer as stated in Clause No.1 (vi) above, for faithful performance of the contract terms and conditions, within 15 days from the date of issue of Order. The Order Value shall be Guaranteed Overall Annual Cost as per Clause No. 4.3 of Section C of Technical Section of the Tender Documents.

The Security Deposit-cum-Performance Guarantee can be furnished by either of following modes:

- i. Crossed Demand Draft payable at New Delhi
- ii. Bank Guarantees in RFCL's prescribed format from any Nationalized/Scheduled Indian Bank (excluding Rural and Co-operative Banks) having validity till completion of the contract period with further claim period of Three (3) Months.

The Security-cum-Performance Guarantee shall be retained by RFCL till successful completion of the contract plus three months.

In the event of termination of contract as per Clause No. 3.8 of Section-B, RFCL shall have the right to forfeit the entire amount of Security-cum-Performance Guarantee without assigning any reason, thereof.

The SD cum PBG amount will be 10% of total guaranteed order value worked out as per Clause No. 4.3 of Section-'C' of Annexure-IV.

The Security Deposit-cum-Performance Guarantee shall not bear any interest.

14.0 <u>Tenderer shall upload the following:</u>

- <u>14.1</u> Entire information sought under clause 4.6 of Section-C, Annexure-IV pertaining to "Contents of the Offer".
- <u>14.2</u> Scope & technical specifications of services and materials offered along with its quantities (without prices) as stated in your price bid & detailed literature and drawing if anyetc.
- 14.3 All relevant documents pertaining to eligibility criteria.
- <u>14.4</u> One set of tender document duly signed on each page as token of acceptance of RFCL's terms and conditions.
- <u>14.5</u> Earnest Money deposit of Rs.1.00 lakh (Rupees One Lakh only) by way of bank draft / EFT transfer or Bank Guarantee (Scanned copy).

Additional Documents/Information to be provided along with the bid:

- i. All relevant documents in support of its credentials for meeting the pre- qualification criteria.
- ii. Company Profile.
- iii. Location of Plants manufacturing Cooling Water Chemicals including R&D facilities.
- iv. An Undertaking that he shall submit Material Safety Data Sheets for all chemicals to be supplied at the time of bidding.
- v. List of Customers with a list of past and present orders executed/being executed for similar systems

15.00 Destination for dispatch of Chemicals

Dy Road . Ri CE, Ramayundani (Telanyana), Dist. Fedapaliy (Telanyana)	By Road	:	RFCL, Ramagundam (Telangana), Dist. Pedapally (Telangana)
---	---------	---	---

16.00	Consignee	:	Senior Manager – Materials
			Ramagundam Fertilizers & Chemicals Ltd
			(A JV of NFL, EIL & FCIL) P.O: RFCL -
			RAMAGUNDAM (TELANGANA) Dist. Pedapally

17.0 TRANSIT INSURNACE will be arranged by the Vendor at his own cost.

18.0 Prices

Item-wise prices of Chemicals must be quoted online only as per following Price Break-up:

- Basic Price including P&F, Freight & Transit Insurance
- Applicable GST, if any

The supplies shall be made on F.O.R. RFCL Plant, Ramagundam basis.

19.00 Packing and Forwarding Charges

These shall be included in the prices (which is on F.O.R. RFCL, Ramagundam basis) considering that all the used containers shall be taken back by you.

20.00 Taxes and Duties

Taxes and Duties shall be payable extra on actuals. The rates as prevailing on the date of submitting tenders shall be specified.

21.00 **Delivery**

Supplies of chemicals should be completed till RFCL, Ramagundam site within 10 days of issuance of notification from RFCL site Engineer.

22.00 Clear Understanding

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements, terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

23.00 RFCL's right to accept any Bid and to reject any or all Bids

Notwithstanding anything to the contrary contained herein, RFCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for RFCL's action.

24.00 Award of Contract

Award of contract will be made at the sole and absolute discretion of Ramagundam Fertilizers & Chemicals Ltd, which shall not be disputed. The terms and conditions as embodied in the purchase order shall be final and shall supersede any other terms and conditions that might have been indicated in the tender submitted by the tenderers.

- 25.00 Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase/recovery by RFCL without prejudice to our rights of legal remedies.
- 26.00 No escalation will be allowed due to any increase in duties/levies beyond stipulated delivery period.
- 27.00 One person will be allowed to represent only one company during discussions/ negotiations with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 28.0 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- (a) That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitting offer against this tender.
- (b) That the bidders, their associates, sister concerns etc. have not been delisted/ blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings.
- (c) It shall be certified by the tenderer that none of the RFCL employee is related to owners/directors. (In case any relative is working in RFCL, furnish details separately).

- (d) It shall be certified by the tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately).
- (e) It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.

29.00 Opening of Bids :

Only Technical bids will be opened electronically on Technical Bid Opening Date.Price Bids of only those bidders will be opened electronically which are found to be technically and commercially substantially responsive.

30.0 Evaluation of Bids

- 30.1 Bids shall be scrutinized in terms of the provisions of the bidding documents. Full compliance to the complete provisions of the Bidding Documents and its subsequent Amendment (s) / Clarification(s) / Addenda / Errata if any, issued by the RFCL will be checked first. In cases, 'No Deviation Certificate' duly signed and stamped is not found in Techno-Commercial bid, the bidder will be asked to submit the same before the price bid opening. Failure to comply with this requirement, the bid shall be rejected.
- 30.2 Shortfall documents: After technical bid opening and evaluation of received documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance of limited duration shall be given. If the techno commercial acceptability of bidder is established upon verification of submitted documents with bids and shortfall documents if any, the case shall be considered for further processing. If the bidder has not submitted the required document within the mentioned time frame his bid would be analyzed based on the available documents and if found not in order as per requirement, would be out rightly rejected.
- 30.3 Technical and commercial bids shall be evaluated only for those bidders, whose EMD is found to be in order as per NIT requirement. EMD submitted by bidder will be reviewed against its value, validity and issuing bank as per NIT requirement. If the EMD is not found in order with respect to NIT requirement, the bids may be rejected.
- 30.4 The PRICE BID shall be opened only of those bidders whose bids are found to be technically and commercially substantially responsive.
- 30.5 The financial comparison for selection of Lowest (L-1) Bidder/ Contractor shall be done based on the total derived price and the arithmetical corrections/adjustment as mentioned above, and the total GST charges indicated by the bidder in the summary of work. Input Tax Credit of GST shall not be considered for evaluation.
- 30.6 The Owner will award the Contract to the successful Bidder who's Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid.
- 30.7 Final lowest will be derived as defined at clause No. 4.2, Section-'C' of Annexure IV.
- 30.8 GST shall be fully loaded in evaluation. All documents are to be verified by RFCL site Engineer-In-Charge before processing of payment.

31.00 Clarifications

Any clarification on the procedure, tender specifications etc. (both technical and commercial) can be had from the office of <u>Chief Manager (Contracts & Procurement) (Phone No. +91 9980699556)</u> or from Mr. Shashi Prakash, Manager (Contracts & Procurement) (Phone No. +91 9717731580) any time before tender closing date and time by email.

- 32.00 The supplier shall indemnify and legally protect RFCL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.
- 33.00 The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

- 34.00 The tenderer shall indemnify RFCL with all statutory requirements and laws in performing the contract. The responsibility for action/safety or his employees while performing the contract by the tenderer shall be solely his.
- 35.00 The tenderer shall indemnify RFCL against any infringement of trademark or title to goods by him and shall be solely responsible for the goods offered for sale.
- 36.00 The Contractor shall be solely responsible for the compliance of various Labour laws as applicable in the State of TELANGANA as amended from time to time such as The Minimum Wages Act, 1948, The Employee's Provident Fund & Miscellaneous Provisions Act, 1952, the Factories Act 1948, Workmen's Compensation Act etc., and any other Act formed by State/Central Government from time to time and relevant to the Contract for the manpower deployed by him at RFCL Site.

37.00 Laws Governing Purchase Order

The purchase order shall be governed by the Laws of Union of India for the time being in force.

38.00 Secrecy

Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of RFCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

39.00 Subletting of Contract:

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of RFCL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which RFCL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, RFCL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

40.00 Force Majeure:

Neither party shall be liable for any claim on account of any loss, damage or compensation whatsoever arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts of God or due to any restraint or regulation of the State or Central Government or a Local Authority/ Authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition furnishing therewith- documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

41.00 **Disputes:**

In all cases of disputes, the decision of Ramagundam Fertilizers & Chemicals Ltd shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

42.00 Arbitration

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute persists, the arbitration proceedings shall be followed as per following provisions:

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to CEO, RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI RLLR rate applicable to RFCL on the date of award of contract.

43.00 Jurisdiction

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Pedapally district in the State of Telangana, India.

- 44.0 The prospective tenderers having any common partners/ Directors/managing Partners, etc. or having other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participation in the tender. Tenderers has to submit a declaration along with the technical bid that:
 - a) No other Firm/Sister concern/Associate belonging to the same group is participating /submitting this tender.
 - b) That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Dept./Public Sector Undertaking in the last two years.
 In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealings with RFCL.
- 45.0 One person will be allowed to represent only one company during discussions/negotiations with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 46.0 Bidders should ensure that the tender documents /offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on the offers submitted by bidders on their letter head; will not be allowed on the ground that offer was not signed by authorized person.
- 47.0 The tenderer shall quote the price strictly as per the Proforma provided in NIT. The tenderer should quote one rate for specific quantity quoted by them. Tenders with quotations of different rate for different quantities shall be rejected without any further reference.
- 48.0 The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN code of item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).

A proper invoice in the form and manner prescribed under relevant section of GST Act shall be provided by the supplier along with the supplies.

49.0 If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.

50.0 Integrity Pact.

Bidders will sign the Integrity Pact as per enclosed format which is an integral part of the tender documents, falling, which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: <u>www.rfcl.co.in</u>.

The name & e-mails address of IEMs are as under:

- 1) Sh. Rakesh Chopra, e-mail : chopra.rakesh@gmail.com
- 2) Sh. Chandra Prakash, e-mail : <u>chandraprakash@garqs.com</u>.

Kindly upload duly signed copy of Integrity pact along with other documents.

51.00 This NIT/Enquiry is also available on our website <u>www.rfcl.co.in</u> as well as on I <u>https://tenderwizard/RFCL</u> for reference purposes.

* * * * *



COOLING WATER TREATMENT PROGRAMME

TECHNICAL SECTION

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD RAMAGUNDAM (TELANGANA)

<u>MAY, 2020</u>

INDEX

(Technical Section)

<u>S. No.</u>	Description
1.00	INTRODUCTION
<u>SECTION – A</u>	
2.0	DETAILS OF COOLING WATER SYSTEM
2.1	Cooling Towers
2.2	FiltrationSystem
2.3	System Volume and Blowdown
2.4	Chlorination and Acid Dozing System
2.5	CW Heat Exchangers and Operating Temperature
2.6	Make up Water Characteristics
2.7	Cooling Water Treatment Programme
SECTION - B	
3.0	TECHNICAL REQUIREMENTS OF PROPOSED COOLING WATER
	TREATMENT PROGRAMME
3.1	General requirements of cooling water treatment package
3.2	Cooling Water Treatment Scheme
3.3	Contingency treatment
3.4	Alternative chemicals for water treatment
3.5	Mobilization and stabilization
3.6	Monitoring
3.7	Essentials / Performance Guarantees
3.8	Penal action and termination of Contract
SECTION - C	
4.0	INSTRUCTIONS TO BIDDERS
4.1	Technical quote
4.2	Bidevaluation
4.3	Guaranteed overall annual cost
4.4	Vendor's Scope
4.5	Owner's Scope
4.6	Contents of offer
4.7	Availability of chemicals without interruption
ANNEXURES	
Α.	Make-up water analysis
Β.	Heat Exchangers - data

1.0 Introduction:

- 1.0 A Joint Venture (JV) company M/s Ramagundam Fertilizers and Chemicals Limited (RFCL) has been formed by three Promoters, M/s National Fertilizers Limited (NFL), M/s Engineers India Limited (EIL) and M/s Fertilizer Corporation of India Limited (FCIL). RFCL has appointed EIL as the EPCM consultant for the subject project. This is a new Gas based mega capacity Ammonia-Urea fertilizer complex mainly comprising of Ammonia Unit (2200 MTPD) (based on natural gas feed), Downstream Urea unit (3850 MTPD) & Associated Utilities and Off sites facilities.
- 1.1 The details of the cooling water system, water analysis is furnished in the Technical Specifications of NIT. These technical specifications shall form the basis for selection of Non-Chromate Zinc-Orthophosphate Cooling Water treatment programme.

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, RAMAGUNDAM (TELANGANA)

Technical Section of Tender Document for Cooling Water Treatment Programme

SECTION-A

Technical specification of existing Cooling Tower System & Treatment programme.

2.0 Details of the Cooling Water System:

2.1 <u>Cooling Towers:</u>

RFCL Fertilizer complex consists of NG Steam Reforming based Ammonia Plant of capacity 2200 and Single stream Urea Plant of Capacity 3850 MTPD, Captive Power Plant integrated with Steam Generation Plant, Ammonia Storage facilities, Water Treatment Plants, Cooling Water system, Effluent Treatment plant, Bagging Plant etc.

	Ammonia	Urea
Make	Paharpur Cooling Towers	Paharpur Cooling Towers
No of Cells	7	6 + 1 (common spare)
Туре	Counter flow Induced Draught	Counter flow Induced Draught
Temp in/out Deg. C	44 / 34.5	44 / 34.5
Cooling Water circulation	23488/27000	20960/24000
(Normal/Design) M3/Hr		

The basin of each cell of the cooling towers will have provision to isolate for maintenance. Riser to top of each cell from the CWR header will have isolation valves.

The common spare cell has the provision to be connected to either of Ammonia or Urea cooling towers. So, the total number of cooling tower cells are 7+6+1 = 14.

2.2 <u>Filtration</u>

	Ammonia	Urea
Type of Filter	Side stream Filter	
Capacity (02 nos of each)	270 M3/Hr	
ossible Extent of Filtration 2% of circulation flow		tion flow

2.3 System Volume and Blow-down:

Capacity of one cooling tower cell is 4000 M3/Hr

Blow Down :

Blow down for each cooling tower shall be based on design make up water characteristics and at hardness level of 800. Blow down will include CBD, IBD and drift losses.

Blowdown value and System Volume details are as under:

	Ammonia Cooling Tower	Urea Cooling Tower
Circulation Rate, m ³ /hr	27000	24000
Hold up volume, m ³	11000	9800
Evaporation loss, m ³ /hr	423	370
COC	4	4
Blowdown M3/Hr	114	91
Drift loss M3/Hr	27	24
DT across Tower	9.5 °C	9.5 ⁰C

2.4 Chlorination and Acid Dozing System:

Following dosing system are available for the cooling water systems:

- (a) Sulphuric acid dosing system for maintaining pH of the circulating water system.
- (b) Chlorine dioxide shall be used as biocide. Initial dosing rate of CIO2 shall be 2mg/L based on hold up volume. Subsequent dosing rate is adjusted to maintain 0.2 to 0.4 mg/L of CIO2 in the return header.
- (c) Chemicals dozing through metering pumps supplied by the Party.

2.5 <u>Cooling Water Heat Exchangers and Operating Temperatures:</u>

2.5.1 Ammonia Plants:

Shell and tube heat exchangers with water mostly on tube side are in operation. The Material of construction is mainly carbon steel with the exception of Air Compressor inter coolers, surface condensers for steam turbines and water cooler in the synthesis loop where stainless steel type 304 tubes are used. It may be noted that maximum temperature on process side is about 195 °C and cooling water outlet is 46 °C.

2.5.2 Urea Plants:

The material of construction is generally stainless steel in heat exchangers. The operating temperatures of various important heat exchangers in Ammonia & Urea Plants on the process and water side are listed in **Annexure (A) and (B)**.

2.6 <u>Make-UpwaterCharacteristics:</u>

- 2.6.1 Make of water flow (Normal) for ACT: 553 M3/HR and for UCT: 389 M3/HR
- 2.6.2 The make-up water to the Cooling water system is treated Raw Water.
- 2.6.3 The make-up water and recirculating cooling water quality are as given in the following table:

	Make up water	R	ecirculating CW
		Normal	Design
Total Hardness as CaCO3 ppm:	204.3	612.9	817.2
Calcium Hardness as CaCo3 ppm:	85	255	340
Magnesium Hardness as CaCO3 ppm:	119	357	476
Silica as SiO2 (ppm)	19.6	58.8	78.4
Chloride as CaCO ₃ (ppm)	50.7	152.1	202.8
M-alkalinity as CaCO ₃ (ppm):	210	100(**)	120(**)
pH :	8.04	7.0-7.5	7.5

(**) M alkalinity find its own level depending upon pH maintained at 7.0-7.5. M alkalinity as CaCO3 will be about 100 mg/l.

2.7 <u>Cooling Water Treatment Programme</u>

- 2.7.1 Both the cooling towers have common cooling water treatment facilities. Design of formulation & chemical dosing systems and side streams are based on the cooling water and make up water analysis
 - Corrosion and Scale inhibitor (Zinc phosphonate)
 - Scale Dispersant
 - Bio Dispersant
 - Oxidizing Micro biocide
 - Organosulphur based micro biocide (Non-oxidizing biocide)
 - CLO₂ precursor

Sulphuric Acid is dosed to maintain pH of recirculating water. Chlorination (Chlorine di-oxide) dozing is to be done to maintain desired free residual ClO2 in Circulating water.

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, RAMAGUNDAM (TELANGANA)

Technical Section of Tender Document for Cooling Water Treatment Programme

SECTION – B

3.0 <u>Technical Requirements for Proposed Cooling Water Treatment Programme</u>

3.1 <u>General Requirements for Cooling Water Treatment package:</u>

- a) RFCL requires vendors to provide Non-Chromate, ortho-phosphate- Zinc, based cooling water treatment package for Ammonia and Urea Cooling Towers. The cooling water treatment shall comprise of Zinc as the cathodic inhibitor and stabilized ortho-phosphate as the anodic inhibitor combined as a single formulation. Individual chemicals as cathodic and anodic inhibitors in basic chemical form are not acceptable. The products offered should be field tested and proven.
- b) A dedicated scale inhibitor- cum-dispersant shall also be included in the programme for dispersion of iron, general scale, and sludge and to take care of chances of scaling due to operation at high pH. Treatment should ensure no scaling in the heat exchangers. There should not be reduction in heat transfer capacity of heat exchangers, due to fouling or formation of deposits.
- c) Effective control of biological growth shall be provided by using suitable biocide, bio-dispersant together with chlorine dioxide or Na Br. Vendor should quote for 3 or more non-oxidizing biocides. Doses should correspond to MIC of the particular biocide.
- d) It is desirable to have continuous dozing of chemicals preferably by metering pumps for good control. For solid dosing, vendor should mention the method of dosing.
- e) Blow down should be suitable for discharge into the inland surface water drains which should be within the IS: 2490 (1981) and MINAS specifications. Chemicals and treatment programme should meet this requirement without exception. The SRB limits in make-up water shall be **5 Nos. per 100 ml (normal) and 20 Nos. Per 100 ml (max.).** Vendors should mention the water blow-down after each non-oxidizing biocide dosage at percent (%) of system volume and quantity. Excess blow down or make up if resorted to without valid reasons, RFCL reserves the right to recover the cost of excess water consumed along with cost of chemicals from the party.
- f) Treatment programme should be capable of sustained operation under the prevailing conditions and should be able to tolerate, ingress of ammonia, urea dust and oil, etc. Details of contingency limits are indicated at **3.3** below.
- g) Changeover of cooling water treatment shall be on line i.e. without plant interruption. On line changeover chemicals, if required, shall be indicated separately but form a part of the contract.
- h) Chemicals shall be supplied in new HDPE containers. The containers must be properly sealed and also shall be labelled properly with name, brand name, batch no, expiry date etc. Each batch of chemicals should have test certificate that all the chemicals are bio-degradable (preferably within 24 hrs), environment friendly and do not fall under banned category.
- i) Total quantity of chemicals, to be supplied by the Vendor, should be adequate for 365 days operation of the plant in a year.
- j) The offers should be realistic. Under quoting or offering lower doses of chemicals than required, wherever minimum doses (as per clause 3.2.3 of Annexure-IV) are specified will call for rejection. During the tenure of the treatment, if corrosion rates are within permissible limits, vendor shall optimize the use of chemicals in consultation with Engineer-in-charge without compromising on the water quality and guaranteed parameters.
- k) Vendors are advised to visit plant site and submit proposal only after extensive plant survey, ascertaining quality of makeup, circulating water, blow down, equipment metallurgy etc. Vendor shall assess the requirement of usage of each chemical and will quote appropriate dosages to meet the guarantees. Vendor is free to quote chemicals over and above the chemicals specified in the price bid to meet the guarantees.
- I) Vendor shall provide analytical method of analysis along with active content & their value in bulk chemicals.

RFCL has the right to check the analysis of the lot of the bulk chemicals received on random basis (minimum four times in a year), in its own lab or from a reputed lab outside. In case active ingredient is lower with respect to minimum of the value specified by party, deduction from the delivered cost on prorata basis, shall be done for said total chemical supplied in that lot.

In addition to above, cost of testing if done from lab other than RFCL's own laboratory, shall be borne by vendor for such case. However, in case the test results are within specified limits, cost of testing shall be borne by RFCL. No credit shall be given to vendor for supplying chemical having higher than quoted active ingredient.

Corrosion Inhibitor	% of Total phosphate as PO4
	% of Zinc as Zn
Dispersant:	% of Organo-phosphonate
	Sequestration value mg/ml (minimum)
Bio dispersant	% Active ingredient & physical property
NaCIO2	% active content
Non- Oxidizing Biocide	as described in clause 3.2.3(iv)

- m) Vendor shall carry out daily water analysis to monitor the necessary treatment package. RFCL has the right to check the analysis. Lab facilities shall be provided to the vendor for the above analysis. However, for analysis of chlorine dioxide and Zinc, spectrophotometer shall be provided by the vendor. All reagents for testing/analysis in the scope of vendor.
- n) Corrosion coupon will be assessed jointly by RFCL and vendor, as mentioned at clause no 3.7 of Annexure-IV.
- o) Microbiological analysis will be carried out by RFCL in the presence of Vendors' representative, as mentioned at clause no 3.7.2 of Annexure-IV.

3.2 <u>CW Treatment Scheme</u>

3.2.1 pHControl

Treatment program should be designed in such a way that the pH of circulating water in return header is kept within 6.8-8.0. pH in circulating water shall not be allowed to go below 6.5 at any time. Vendor shall maintain the same with his treatment. During exigencies when pH goes higher than specified values, pH can be maintained by dosing concentrated sulphuric acid. When pH goes below the specified value vendor shall be permitted to control pH by dosing Soda Ash, if so required. pH reduction can take place under following conditions.

- i) Microbiological activities.
- ii) Ingress of acidic gases/ leakage in heat exchangers.
- a) pH reduction due to microbiological activity should be avoided. In case of such occurrence, reasons for such an occurrence shall be established to the satisfaction of RFCL and corrective action must be taken immediately for which vendor shall use biocide.

If pH reduction is due to other reasons, the contractor may be allowed by RFCL to use Soda Ash. Bidder shall intimate the quantities of Soda Ash to be consumed for each cooling tower separately in techno-commercial bid. Price of Soda Ash shall be indicated in the price bid.

b) In case of pH reduction due to ingress of acidic gases, soda ash dosing shall be permitted for pH correction which will be in RFCL's account. Such dosing shall be decided by mutual consent in writing prior to start of dosing.

Soda ash required for dosing under all conditions shall be arranged by bidder. Soda ash supplied shall be of 95- 99 % content of Na2CO3 (by wt.)

3.2.2 Corrosion Inhibitor and Anti-scaling Dispersant:

The treatment programme should be capable of maintaining corrosion rate less than 3 mpy on MS unpassivated sand blasted corrosion coupons manufactured as per ASTM, to be supplied by RFCL and shall be installed in return header every month in each cooling tower. Corrosion racks and necessary fittings to be provided by vendor.

One additional rack shall be available as common spare (standby) for all towers. The corrosion coupons shall be sealed by RFCL and party's representative will be associated with such sealing. All keys shall be kept with plant authorities.

Party should give percent (%) composition of total phosphate & Zinc in their corrosion inhibitor. **Normal of 6 – 9 ppm of total inorganic phosphate and 1 ppm of zinc** is preferred to be maintained by regular chemical dosing at all times. Bid evaluation shall be done based upon the quoted quantity and active content in the formulation by the vendor.

- a) The scale inhibitor cum dispersant shall take care of chances of scaling due to operation at high pH and high temperature. Procedure for analysis of dispersant in circulating cooling water is essential along with the technical bid. To take care of the adverse effects of higher pH during monsoon season, doses of dispersant are to be maintained on sufficiently higher side to avoid scale formation in critical exchangers where cooling water is on shell side with low velocity. The dispersant offered should be proven and supporting documents for the same to be provided.
- b) In case of some critical exchangers, a need may arise for localized (satellite) dosing of dispersant. The Vendor should be ready with necessary arrangements for the same. Doses of dispersant should be selected accordingly.
- c) <u>Dispersant Test</u>: Recommended dispersant should give min. 95 % of Ca₃ (PO4)₂ inhibition test at 50 % of the recommended dose level under test condition which are pH 8, Ortho PO₄ : 8 ppm, temperature 70^oC and Ca hardness 500 ppm as CaCO₃ in presence of total iron of 1 mg/ lit in cooling water system. RFCL reserves the right to test the dispersant.

3.2.3 <u>Micro Biological Control:</u>

- i. Chlorine dioxide shall be dozed with a chlorine dioxide generator to maintain a free residual chlorine level of 0.2 ppm in return header of each cooling tower.
- At least three non-oxidising biocides out of the following suggestive biocides are to be recommended by the vendor so as to achieve the guaranteed figure as per Clause No. 3.07. Minimum active content of biocide and ppm dose based on hold up volume for effective bio control shall be as follows:-

S.No.	Biocide type	Minimum % active content	Minimum ppm dose based on hold up
1	Quaternary Ammonium compounds (QUAT)	40	25
2	Carbamate based	45	30
3	Isothiozoline based	1.4	30
4	Methylene bis thiocynate (MBT) based	9	25
5	Diclorophene based	40	30

Minimum dosing frequency of non-oxidising biocide **will be once in two weeks per tower and a minimum of 26 doses per year per tower**, preferably with sequential dosing. Changes in the biocides, if any, will be reviewed after actual application and monitoring of the system.

iii. Party shall submit procedure for analysing active ingredients of all the offered biocides. If offered biocide active contents and/or dose are less than the above, RFCL reserves the right to reject the bid technically or modify the dose to arrive at aforesaid minimum requirement and load the additional quantity. If offered concentration/dose is more than specified above, then offered quantity shall be considered for evaluation. Vendors can also quote biocides other than listed above. However, vendor shall submit adequate proof that the offered non-oxidising biocide with indicated active ingredient and dosage has been used successfully for at least 2 years in other Ammonia/Urea cooling towers, backed up by user certificate.

Effectiveness of biocide at quoted levels can be independently verified by RFCL through certified laboratories. If dosage level is found inadequate, then quantity can be enhanced by RFCL, cost of which will be borne by vendor. Result of test will be binding on the party.

iv. A dedicated bio-dispersant shall be dosed on continuous basis to keep the system free from bio-film formation. Minimum dosage of 3.0 ppm of bio dispersant in circulating water is to be maintained.

3.2.4 **Operating Parameters:**

In addition to details specified above, the vendor should also consider the following, while designing the treatment.

- a) Holding time index / large system volume and limitation in blow down rate. COC is preferred to be in the range of 6 8. However, vendor shall assess the requirement based upon actual operating data available with the Unit.
- b) Water quality as specified at 2.6.1
- c) High temperatures in the CW heat exchangers (both on process and CW sides)
- d) Material of construction of heat exchangers as given at Annexure -II (a) to (d)
- e) Nitrifying bacteria, preferably <25 counts/ml on monthly basis.

Vendor will provide following circulating water parameters to be measured on daily basis:

Parameter	Unit	Normal	Maximum*
рН			
Free residual chlorine ppm as Cl2			-
Chlorine Dioxide (CIO2)			
Oxygen reduction potential (ORP)			
Turbidity			
Total hardness as CaCO ₃			
Calcium hardness as CaCO3			
Zinc ppm			
Ortho phosphate as PO4 (ppm)			
Total Phosphate ppm PO4			
Scale Dispersant ppm			
Silica as SiO ₂			
Bio dispersant			
Chloride as Cl			
Cycle of Concentration			
M alkalinity as CaCO3			
Iron content			

Maximum value shall be applicable based on the quality of make-up water as mutually agreed before starting the treatment. It is desired that normal control limits should not be crossed. In case of exceeding the normal limits, necessary information shall be conveyed to Production Incharge and corrective action taken immediately.

3.3 <u>Contingency Treatment:</u>

3.3.1 The vendor shall have a contingency treatment programme to take care of the effect of various contaminants: The limits contaminants in CW Circulating water shall be as follows.

Contaminants	Ammonia CT	Urea CT
	PPM (Max)	PPM (Max)
Ammonia	40	40
Urea	10	10
Oil	10	10

3.3.2 Contingency shall be decided at the time of its occurrence by mutual consent in writing by RFCL. Same shall be approved by Unit In-charge prior to the start of contingency treatment. A contingency shall be declared if disturbed condition persists for 48 hrs (forty eight hours) for Ammonia and Urea and immediately on detection of oil. The bidder should indicate the details of chemicals to be used along with quantity for meeting each contingency for each tower separately. This treatment shall remain effective for 72 hours.

Loading of quotations against contingencies shall be made based on the number of contingencies as stipulated below:

	Ammonia CT	Urea CT
Oil	1	1
Ammonia	1	3

Urea 0 0

In case, the contingency like leakage of cooling water from underground header etc., is not controlled within a reasonable time and RFCL decides to continue with it in order to avoid plant interruption, then the modalities of using additional chemicals shall be discussed and agreed mutually. The continuation of contingency as well as additional expenditure on this account shall require prior approval of the Unit In-charge.

3.4 <u>Alternative chemicals for water treatment</u>

The contractor may sometimes find it necessary to change one or two chemicals during the treatment based on his experience regarding efficacy of the chemical in use. Since the contractor shall be in a better position to know regarding nature of make-up water, circulating water and effectiveness of the treatment, after carrying out the treatment for some time, allowing use of alternative chemicals is considered in the interest of achieving better results.

For this purpose vendor shall specify all such alternative chemicals along with their unit rates in the quotation itself. Main chemical shall be taken for the purpose of bid evaluation and calculating guaranteed cost. Any chemical not in bidding list, if needed can be agreed after mutual discussion and prior approval of Unit In-charge. <u>However, the overall guaranteed cost shall remain the same.</u>

3.5 Mobilization Period & stabilization period:

Mobilization period for starting the treatment shall be one month maximum from the award of contract. However, Contract period for the purpose of calculation of the number of days shall be with effect from the actual date of start of treatment programme, which is to be verified by RFCL site Engineer-in-Charge.

Stabilization period shall be one month (max.) from the start-up of the Cooling Water Treatment.

3.6 Monitoring:

3.6.1 Monitoring Tools:

Vendor should be equipped with gadgets for monitoring the health of the cooling water system, including simulation capabilities for trouble-shooting. Gadgets for studying fouling factor, heat flux etc. on line shall be required. Vendors should clearly mention the details of the monitoring instruments which will be supplied free of cost with the package for use at site on returnable basis.

Following online / other monitoring instruments are to be provided for each tower from the Vendors:

- a) Bio-fouling monitors (with differential pressure gauge)
- b) Online Deposit monitors
- c) Corrosion racks with necessary fittings and screws compatible with corrosion coupon
- d) Analytical kit for field testing (with reagents replenishment)
- e) Corrator facility for instantaneous corrosion rate (Minimum twice in month during normal operation)
- f) ORP monitor
- g) Dosing system including metering pumps and replacement of spares as and when required. Vendor shall keep necessary spare dosing and monitoring system and spares parts at site so that chemical dosing system and monitoring system can be kept in service uninterrupted. If the vendor fails to maintain the system in healthy condition, the same will be attended by RFCL at the cost and risk of the vendor. To ensure precise addition of chemicals on continuous basis, the dosing system shall comprise all the parts/pumps /equipments/pipelines/valves to ensure the dosing of different chemicals from dosing tank right up to the basin and any other equipment required to achieve the dosing on continuous and uniform basis
- h) PC based Software and hardware for trend check
- i) Any other instrument for simulation and diagnostic study.
- 3.6.2 Vendor should have access to a full-fledged R & D facility of his own. The party should have properly trained team for troubleshooting of the problems associated with this cooling water treatment.

3.6.3 Monitoring Services:

Vendor should carry out:

- a) Continuous monitoring and supervision by his specialist(s) during pre-cleaning & passivation initially and also on day-to-day basis, during normal operation.
- b) Reporting to plant personnel & submission of daily analysis report to Plant In-charge by 4.00 pm every day. Involve RFCL personnel in the operation and control of the treatment.
- c) Submission of monthly report on water quality and monthly consumption of chemicals.
- d) Reports with detailed analysis and corrective actions for excess consumption of normal and / or contingency chemicals, if any.
- e) Troubleshooting as and when required through vendor's resident expert.
- f) Training of RFCL personnel periodically w.r.t cooling water treatment developments.
- 3.6.4 Vendor should depute a Supervisor-cum-Chemist at their cost for troubleshooting and analysis to take care of the on-going cooling water treatment. The qualification & experience in fertilizers industry cooling water treatment of the supervisors should be submitted along with the technical bid.
- 3.6.5 Dosing of all chemicals (regular as well as contingency) shall be the total responsibility of the Vendor. It is the duty of vendor to decide optimum dosage of chemicals in consultation with RFCL Engineer-in-Charge to take care of the smooth operation of Plant.

3.7 <u>Essentials/Performance Guarantees:</u>

Vendor will furnish the guarantees for the performance of their C.W. treatment programme. Written procedure shall be submitted for analysis and ascertaining the guarantees, which shall be approved by RFCL.

3.7.1 Corrosion Rate:

The corrosion rate as measured on sand blasted MS Unpassivated Test Coupons (C 1010/ UNSV-1010) as per IS 12492-1988 procedure separately for each tower should not exceed 3.0 mpy (measured in return header).

- a) Analysis shall be reported as a rational number up to one decimal place after rounding off as per procedure laid down in IS: 2-1960.
- b) The test coupon shall be removed normally after duration of 30 days. However, in case of any exigencies, the time limit may vary by plus/ minus 5 days after approval of Unit In-charge.
- c) In case cooling water circulation is stopped for more than 8 hours, the test coupons shall be rejected.

3.7.2 Micro Biological Count:

Bidder shall guarantee cooling water system free of undesirable biological growth (to be measured every week) throughout the period of operation.

- Total bacterial count (TBC) should not exceed 1 lac/ml on fortnightly basis
- Sulphate Reducing Bacteria (SRB) should not exceed 100/100 ml on fortnightly basis.
- 3.7.3 Iron in circulating water < 1.0 ppm on fortnightly average of iron analyzed on daily basis.
- 3.7.4 There should not be any tube leakage or fouling of heat exchangers due to inadequacy in the C.W. treatment which may result in stoppage of plant. Inspections during planned shutdowns should reveal that heat exchangers and cooling water system is in good condition without serious corrosion, pitting, scaling or fouling failing which recoveries, if any from their PBG may be made from the bidder as decided by RFCL management.

3.8 Penalties and termination

In case, the conditions, mentioned under the 'Guarantees', are not met, the following penalties shall be levied on a yearly basis.

3.8.1 Corrosion Rate:

a) If the guaranteed corrosion rate for any of the Cooling Tower exceeds 3 mpy, Rs. 25,000/-

(Rupees Twenty-five Thousand) per tower per failure, shall be deducted from the balance payment and or from the running bill of party for each of such failure.

- b) In addition to above deduction, if the failure occurs consecutively in following month for same tower, 20% of the SD cum PBG on prorata basis (Total SD CUM PBG amount x number of towers where failure occurred / total number of towers being treated) will be forfeited and vendor shall be given 30 days from occurrence, to rectify the same.
- c) If failure occurs third time consecutively in same tower balance amount of SD cum PBG, as defined in Clause 3.8.7, shall be forfeited and contract is liable to be terminated.
- 3.8.2 If any of the three parameters, (TBC, SRB and Fe), individually exceeds the limits in any one tower mentioned above during the term of the contract, (excluding stabilization period mentioned at 3.5 of Annexure-IV), vendor shall be allowed to modify treatment at his cost.

However, if any one or more of the parameters remain out in a consecutive/s reading anytime during the term of the contract Rs. 10,000/- (Rupees Ten Thousand) per tower per parameter shall be deducted.

- 3.8.3 RFCL shall have the right to terminate the contract, in case of any eventual unsatisfactory performance due to which plant has to be stopped, notwithstanding various provisions of the contract.
- 3.8.4 In case due to unsatisfactory performance of the contract, termination clause becomes operative, a termination notice of 15 days (minimum) to 3 months at the sole discretion of RFCL, shall be given to the vendor. The contract shall be terminated after expiry of the notice period. During the notice period, all terms and conditions as applicable in the contract shall apply.
- 3.8.5 The total liability of the vendor during one year term of contract on account of failure to meet guarantees of corrosion rate, SRB, TBC, Fe under 3.8.1 and 3.8.2 will be limited to SD cum PBG amount, as per clause 3.8.7, plus penal amount deducted under clause 3.8.1 (a).
- 3.8.6 The SD cum PBG amount will be 10% of total guaranteed order value worked out as per clause 4.3, Section-'C' of Annexure-IV.
- 3.8.7 In case termination clause becomes operative, forfeiture of SD CUM PBG shall be as follows, in addition to liabilities under clause 3.08.1(a).
 - a) If termination clause is operated within first six months of the start of treatment, total amount of SD-cum-PBG submitted (i.e. for all towers on annual basis) shall be forfeited.
 - b) If termination clause is operated between seventh to ninth month of the start of the treatment, total amount equivalent to 75% of the SD cum PBG submitted (i.e. for all towers on annual basis) shall be forfeited.
 - c) If termination clause is operated between the tenth to twelfth month from the start of the treatment, total amount equivalent to 50% of the SD-cum-PBG amount (i.e. for all towers on annual basis) shall be forfeited.

It is further clarified that in case any deduction has been made earlier against higher corrosion rate from SD-cum-PBG according to 3.08.1(b) or as panel amount against higher SRB, TBC, FE as per clause 3.08.2, same shall be refunded/ adjusted against the above forfeiture amount of SD-cum-PBG amount.

3.8.8 In case a regular contract is terminated on unsatisfactory performance, the vendor shall be put on holiday for one year for RFCL Ramagundam (Telangana).

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, RAMAGUNDAM (TELANGANA)

Technical Section of Tender Document for Cooling Water Treatment Programme

SECTION-C

4.00 Instruction to Bidders for bidding documents

4.1.1 Technical Quote

- a) Bidder shall quote for Ammonia and Urea Cooling Water treatment in respect of control parameters of circulating water, chemical dosing rate, chemical consumption, Unit rates etc.
- b) Bidder shall indicate the maximum consumption of each regular chemical to be supplied by him, for each cooling tower per month. Maximum payable/guaranteed contract amount shall be calculated for all towers taken together, on yearly consumption based on 365 days of regular operation of cooling towers as more specifically detailed at Clause 4.3.
- e) Bidder shall also mention tower-wise maximum consumption of Sulphuric Acid.
- d) After shutdown and draining of Cooling Tower, the requirement of Pre-cleaning/ Biocleaning and passivation chemicals as well as one extra charge required due to refilling of cooling tower, should be indicated separately as per point No-4 of 'Price Bid Format'.
- e) Contingency chemicals and their quantities for contingency, as foreseen by Bidder (Ref para 3.3) for each cooling tower, shall be indicated separately. Same shall be included in evaluation of bid.
- f) In case of any additional shutdown during the year which has resulted in draining of the water from the cooling tower (s), the additional initial fill, pre-cleaning/bio-cleaning and passivation chemicals including biocide and bio dispersant whichever required, shall be allowed after approval of competent authority.
- g) Chemical consumption shall be calculated on the basis of Cycle of Concentration (C.O.C), blow down quantity as mentioned in 'details of existing cooling water system' in Section-A. Bidder shall furnish calculations for the same.
- h) Contract shall initially be for one-year duration which on successful execution may be extended for another one year.

4.2 Bid Evaluation:

Following shall be considered for the purpose of bid evaluation only:

- For the purpose of evaluation, cost of all towers shall be clubbed together on an annual basis.
- Cost of Chemicals for regular treatment based on bidders quotation in terms of quantity and unit rates shall be considered for 365 days of operation in a year.
- Cost of chemicals required for change over from existing treatment to new treatment as specified at SI. No-2 of Price Bid format.
- Cost of Pre-cleaning/Bio-cleaning and passivation chemicals as well as one charge required due to refilling of cooling tower, after shutdown and draining of Cooling Tower
- Cost of Contingency chemicals based on quantities indicated by bidder for each contingency and for number of contingencies as listed at clause No 3.3, Section-B of Annexure-IV for each cooling tower.
- Equivalent cost of Sulphuric Acid to be supplied by RFCL, based on maximum quantities indicated by bidder for 365 days.

It is, however, clarified that guaranteed overall annual cost shall be calculated as detailed at 4.3 below.

4.3 <u>Guaranteed Overall Annual Cost</u>

a) Vendor shall guarantee the overall annual cost of treatment chemicals which shall be worked out as follows. However, payment shall be released based on actual consumption of chemicals limited to overall guaranteed cost.

b) Guaranteed Overall Annual Cost shall be worked out as follows:

- → The cost shall be clubbed for all the towers on annual basis.
- → Landed Cost of chemicals for regular treatment based on bidders quotation in terms of quantity and unit rates shall be considered for 365 days of operation in a year. In case there is a variation in actual operating days, adjustment shall be made on prorata basis for either side. Any excess consumption above the adjusted quoted value shall be, to the vendor's account.
- ➔ The quantity of Sulphuric Acid which is supplied to the vendors as free issue material by RFCL shall be clubbed for both Ammonia and Urea towers. Any additional quantity consumed over and above the quoted quantity shall be to the bidder's account and shall be recovered from vendor's pending payment / running bills. These shall be included in the guaranteed overall annual cost.
- ➔ Any extra chemicals, required for change over from existing treatment to new treatment shall be mentioned separately. These shall be included in Guaranteed annual cost. Payment against these chemicals shall be made on the basis of actual consumption.
- ➔ Pre-cleaning/Bio-cleaning and passivation chemicals as well as one charge for refilling of cooling tower after shutdown, should be indicated separately and shall be paid additionally, on actual consumptions. These shall not be included in Guaranteed annual cost.
- ➔ The contingency chemicals as quoted by the bidders shall be included in Guaranteed overall annual cost. Payment against these chemicals shall be made on the basis of actual consumption, limited to quoted value.

Payment against all chemicals shall be made on actuals but limited to total quoted quantity

- c) Any chemicals, other than Sulphuric Acid shall not be supplied by RFCL. The chemicals like Soda Ash etc. (if required) shall be in the scope of the Contractor.
- d) <u>**Guaranteed cost comprises</u>** of = Quoted landed rates including GST of SI. Nos (1+2+6+7+8+10) of Price Bid Format.</u>

4.4 Vendor's Scope

Vendor's scope of work, supply and services shall be as described below:

- 1. Design of suitable cooling water treatment programme to meet the system requirement and technical specifications.
- 2. Supply of chemicals for initial change over, normal operations, contingencies and extra charge for refilling of cooling tower after shutdown.
- 3. To provide and maintain dosing system inclusive of metering pumps for chemical dozing, including the pumps for chemicals for pH control; special instruments for monitoring the treatment programme; Corrosion rack, bio-fouling monitors and scale monitors etc. free of cost to RFCL, on returnable basis.
- 4. Supervision by Vendor's specialist(s) during initial commissioning, change over and stabilization of treatment package followed by round the clock regular supervision during normal operations. Vendor specialist shall be well qualified and experienced. Vendor shall obtain approval of bio data of his specialists from RFCL prior to his appointment atsite.
- 5. Training of RFCL personnel in the operation and monitoring of cooling water treatment.
- 6. Spectrophotometer for analyzing Chlorine dioxide along with reagent to be provided by vendor, which shall be taken back after completion of contract.
- 7. Sodium Chlorite NaCLO2 and HCL-33% for generation of CIO2.

The scope of work includes but not limited to the following:

a) Carrying out the daily water analysis to monitor the necessary Cooling tower Cooling water chemical treatment package. RFCL has the right to check the analysis. Lab facilities shall be provided to you for the above analysis. However, for analysis of Chlorine dioxide and Zinc, spectrophotometer shall be provided by you. All reagents for testing/analysis are in your scope.

- b) Complete monitoring of Cooling water programme and also for keeping the complete system in proper working condition by regular maintenance. Your service engineer should be stationed permanently at RFCL, Ramagundam.
- c) Providing complete technical programme support and training to RFCL personnel involved in the Cooling water Treatment operation and monitoring of work.
- d) Microbial analysis shall be carried out by RFCL in the presence of your representative.
- e) Daily Monitoring, Supervision and Troubleshooting of treatment Programme.
- f) Corrosion coupon will be assessed jointly by RFCL and the Site in charge of Contractor.
- g) Submitting regular service reports
- Suggesting remedial measures for any upset in the treatment with back up support in implementation of the same. For this bidder shall depute their application Engineer(s) at RFCL, Ramagundam on permanent basis and provide services of vendor specialist whenever required.
- i) RFCL has the right to check the analysis of the lot of bulk chemicals received on random basis (minimum four times in a year), in its own laboratory or from a reputed laboratory outside. In case any active ingredient is found lower with respect to the minimum of specified value by the contractor, deduction from the delivered cost on pro-rata basis, shall be done for the said total chemical supplied in that lot. In addition to above, cost of testing if done from lab other than RFCL's own laboratory shall be borne by the vendor for such case. However, in case the test results are within specified limits, cost of testing shall be borne by RFCL. No credit shall be given to vendor for supplying chemical having higher than quoted active ingredient. In this regard clause No. 3.1 (I) of Section B of Technical section of Tender documents may be referred. Any Transportation of chemicals from stores to cooling tower nearby dosing site is in the scope of vendor. For additional scope of work details refer Clause 4.4 of Technical section C.

4.5 <u>Owners Scope</u>

RFCL's scope of supply and responsibilities shall include the following:-

- 1. Sulphuric Acid (98% concentration) shall be made available in the storage tanks near the Cooling Tower.
- 2. In general, RFCL shall not supply any additional chemical other than Sulphuric Acid. However, in case RFCL agrees on emergency basis as a special case, the said chemical(s) shall be supplied by RFCL on chargeable basis with additional 25% charges including taxes and duties.
- 3. Power connections shall be provided to all the equipment/instruments for dozing operations and monitoring.
- 4. Laboratory assistance, to the extent available, shall be provided.
- 5. RFCL shall make available test coupons manufactured as per ASTM specifications.
- 6. RFCL shall operate the system under guidance of Vendor's specialist
- 7. Accommodation to site engineers of vendor shall be furnished subject to the availability and on chargeable basis as decided by RFCL.

4.6 <u>Contents of Offer</u>

- 4.6.1 Bidder shall furnish details of the treatment programme including the following:
 - a) Descriptions of programme
 - b) Chemicals used, giving name, code number and function i.e. passivating agent, anti- scaling, dispersant, bio-dispersant, biocide and any other specific chemicals along with active matter, concentration and percentage kill of biocides
 - c) Dozing rates, monthly consumption as well as yearly consumption of chemicals for each Cooling Tower. This shall include the quantity of sulphuric acid, as well as soda ash (if required). These shall be supported by design calculations.
- 4.6.2 The treatment program for each cooling tower should be separately indicated for (a) Precleaning and passivation, (b) Normal Treatment, (c) Contingency treatment for each contingency tower wise.

Vendor shall submit complete procedure and time required for the change-over of the new

treatment.

- 4.6.3 Detailed description of the philosophy and working of the automatic feed monitoring and dosing system (wherever applicable).
- 4.6.4 Source of supply of the chemicals, including quality control system.
- 4.6.5 Details regarding similar experience in implementing cooling water treatment programs. These shall include name, location and details of the plant, specification of treatment system, period of operation, analysis / inspection report.
- 4.6.6 Data sheets containing product specifications, special precautions for handling the chemicals, disposal of empty containers, remedial measures to be taken in case of spillage and ingress into human body etc. shall be furnished.
- 4.6.7 The chemicals shall be supplied in good quality containers. Vendor shall take back all the used containers.
- 4.6.8 The chemicals that shall be left over after the contract is closed shall normally be taken back by the vendor. However in case, it is desired by RFCL, then full/part of the left over chemicals shall be retained by RFCL.

4.7 Availability of chemicals without interruption

Bidder shall guarantee supply of chemicals as per agreed schedule without interruption. Normal schedule of supplies shall be every three months, such that the site inventory level does not fall below 2 month's requirement. Additional one month's chemicals are considered during transit. However, during last month of the contract period, the spare inventory of regular chemicals as mentioned above shall not fall below one month's requirement. Further, the pre-cleaning, passivation and contingency chemicals leftover at the end of the contract shall be taken back by the vendor and RFCL shall recover the corresponding amount from the vendor, if already paid for.

* * * * *

Annexure A

	Ammonia					
SI.No	CW HE name	Description	Cooling water in tube side (T.S)/ shell side (s.s)	MOC of the tube	Heat Duty (Gcal /hr)	
1	E 303	Lean Solution Cooler	Tube	CS	13.76	
2	E 306	CO2 Product Cooler	Tube	SS316L	6.31	
3	E 308	Process Gas Cooler	Tube	SS316L	2.6	
4	E 312	Final Cooler	Tube	CS	3.35	
5	E 504	Water Cooler	Tube	CS	13.33	
6	E 510-1	Ammonia Condenser	Tube	CS	30.3	
7	E 510-2	Ammonia Condenser	Tube	CS	30.3	
8	E 552	Ammonia recovery OH condenser	Tube	CS	0.75	
9	E 554	Ammonia Recovery Cooler	Tube	CS	0.17	
10	E 602	Strip Condensate Cooler	Tube	SS316L	3.69	
11	E 221	STARTUP N2 COOLER	Tube	CS	4.23	
12	E 223	STARTUP H2 COOLER	Tube	CS	0.07	
13	E 701	Blowdown Cooler	Tube	CS	0.49	

Annexure B

Sr. No.	Service or Discription	Item No.	Fluid Circulated			Тетре	rature (0C)		Heat Exchanged (Mkcal/h)		
			Shell Side	Tube Side	Shell	Shell Side		be Side	Heat duty	MOC tube side	Shell side
					IN OUT IN		OUT	Mkcal/hr			
1	Stripper	200-E-1001									
8	L.P. Condenser	200-E-1008	NH3-CO2-H2O Solution	Cooling Water	116	40	35	42	17	SS316L	SS316L
9	Ammonia Condenser	200-E-1009	Ammonia Liquid and Vpor	Cooling Water	45	40	45	40	13.89	SS304L	SS304L
10	Flushing Condensate Cooler	200-E-1010	Steam Condensate	Cooling Water	120	45	35	39.5	0.92	SS304L	SS304L
11	M.P ammonia absorber cooler	200-E-1011	Cooling Water	ammonia vapours						SS304L	CS
16	1st stage inter cooler	200-E-1019A/B	Co2 Vapour	Cooling Water					5*2000	SS316L	SS304L
17	2nd stage inter cooler	200-E-1020	Co2 Vapour	Cooling Water					4.03*1.15000	SS316L	SS304L
18	3rd stage inter cooler	200-E-1021	Co2 Vapour	Cooling Water					4.38*1.15000	SS316L	SS304L
	Steam Condensate Cooler	200-E-1022	Steam Condensate	Cooling Water	120	45	35	41.9	4.51	SS304L	SS304L
20	Final Process Condensate Cooler	200-E-1023	Process Condensate	Cooling Water	107	45	35	41.9	6.6	SS304L	SS304L
21	Steam turbine surface condenser	200-E-1024	Steam & condensate	Cooling Water						CS	CS
22		200-E-1025									
23		200-E-1026									
24	Closed Circuit Cooling Water Cooler	200-E-1027 A/B	Cooling Water	Demi Water	40	55	60	45	18.7	SS304L	SS304L
25	Turbine ejector condensor	200-E-1063	steam and air	Cooling water						CS	CS
26	Vacuum condensers	200-E-1071,	urea vapours	Cooling water					43.5	CS	SS316L
27	Vacuum condensers	200-E-1072	urea vapours	Cooling water					588*10^-6	CS	SS316L
28	Vacuum condensers	200-E-1073,	urea vapours	Cooling water					14.9	CS	SS316L
29	Vacuum condensers	200-E-1074	urea vapours	Cooling water					474.6*10^-6	CS	SS316L
30	Vacuum condensers	200-E-1075,1076	urea vapours	Cooling water					190/455*10^-6	CS	SS316L

ANNEXURE-V

FORMAT FOR PRICE BID - (COOLING TOWERS)

(FOR CALCULATING LANDED PRICE SEE NOTES BELOW) *Basic Rate = Consists of all charges including Freight, Insurance, taxes and duties, if any)

1. Regular Treatment Chemicals : *** REQUIRED FOR 365 DAYS

Description of	Basic	GST %, if	Landed price	Ammonia	Urea	Total quantity	Total Value
material	Rate*	any	in Rs./Kg.	Cooling	Cooling	(Kg)	(Rs.)
	Rs. Per	(B ₁)	$(E_{1=}A_{1}xB_{1}$	Tower	Tower	$(C_1 + D_1) = (F_1)$	$(F_1 \times E_1) = (G_1)$
	Kg.)	Quantity per	Quantity per		
	Kg. (A ₁)			Year (Kg.)	Year (Kg.)		
				based on 365	based on		
				days (C1)	365 days (D1)		
				(C1)	(D1)		

2. Online Change Over (at the start of treatment prior to commencement of stabilization period) **ONE TIME REQUIREMENT ONLY

Description of material	Basic Rate* Rs. Per Kg. (A ₂)	GST %, if any (B ₂)	Landed price in Rs/Kg. $(E_2=A_2xB_2)$	Ammonia Cooling Tower Quantity (Kg.) (C2)	Urea Cooling Tower Quantity (Kg.) (D2)	Total quantity (Kg) (C ₂ +D ₂) =(F ₂)	Total Value (Rs) (F ₂ x E ₂) =(G ₂)

3. Initial Fill (if required refilling) after Shutdown- **ONE TIME REQUIREMENT ONLY

_	•••••••			ining) artor or				
	Description of material	Basic Rate *	GST %, if any	Landed price in Rs/Kg.	Ammonia Cooling Tower	Urea Cooling Tower	Total quantity (Kg) $(C_3 + D_3) = (F_3)$	Total Value (Rs)
		Rs. Per	(B ₃)	$(E_{3=}A_{3}xB_{3})$				$(F_3 \times E_3) = (G_3)$
		Kg. (A ₃)			Quantity for one charge (Kg) (C3)	Quantity for one charge (Kg) (D3)		

4. Pre-cleaning/Bio cleaning after Shutdown: **ONE TIME REQUIREMENT ONLY

Description of material	Basic Rate * Per Kg. (A ₄)	GST %, if any (B ₄)	 Ammonia Cooling Tower	Urea Cooling Tower	Total quantity (Kg) $(C_4+D_4) = (F_4)$	Total Value (Rs) $(F_4 \times E_4) = (G_4)$
			Quantity for one charge (Kg) (C4)	Quantity for one charge (Kg) (D4)		

5. Passivation after Shutdown: ****ONE TIME REQUIREMENT ONLY**

Description of material	Basic Rate* Rs. Per Kg. (A5)	GST %, if any (B₅)	Landed price in Rs/Kg. (E ₅₌ A ₅ XB ₅)	Ammonia Cooling Tower	Urea Cooling Tower	quantity (Kg)	Total Value (Rs) (F ₅ x E ₅) =(G ₅)
				Quantity for one charge (Kg) (C5)	Quantity for one charge (Kg) (D5)		

6. Contingency Chemicals for Oil: **ONE TIME REQUIREMENT ONLY

Description of material	Basic Rate* Rs. Per Kg. (A ₆)	GST %, if any (B ₆)	Landed price in Rs/Kg. (E ₆₌ A ₆ XB ₆)	Ammonia Cooling Tower Quantity (Kg) for one charge (C6)	Urea Coolin g Tower Quantity (Kg) for one charge (D6)	Total quantity (Kg) (C ₆ +D ₆) =(F ₆)	Total Value (Rs) (F ₆ x E ₆)=(G ₆)

7. Contingency Chemicals for Ammonia: **ONE TIME REQUIREMENT ONLY

Descripti on of	Basic Rate * Rs. Per	GST %, if any (B ₇)	Landed price in Rs/Kg.	Ammonia Cooling Tower	Urea Coolir	ng Tower	Total quantity	Total
material	Kg. (A ₇)		(E ₇₌ A ₇ XB ₇)	Quantity (Kg) for one charge per one year (C7)	Quantity (Kg) for one charge per one year	Quantity (Kg) for Three charge per one year	(Kg) (C ₇ +F ₇) =(G ₇)	Value (Rs) (G ₇ x E ₇)=(H ₇)
					(D7)	(D7) x 3 = F7		

8. Free issue chemicals to be supplied by RFCL. ** * REQUIRED FOR 365 DAYS

Description of material	Current prices per KG including GST (In Rs) As on 13.05.2020 at	Ammonia Cooling Tower	Urea Cooling Tower	Total quantity (Kg) (B ₈ +C ₈) =(D ₈)	Value (Rs) $(D_8 x A_8) = (E_8)$
	RFCL, Ramagundam	Quantity for one year (Kg.) based on 365 days (B8)	Quantity for one year (Kg.) based on 365 days (C8)		
Sulphuric Acid	Rs 7.25 PKG +				
	Applicable GST= A8				

9. Alternative Chemicals (As Per Para 3.4 of Section B of Technical Section) *** REQUIRED FOR 365 DAYS

CHEMICAL	BASIC PRICE *Rs. /Kg.	Landed price in Rs. /Kg.	GST %, if any

10. Soda Ash (w.r.t Para 3.2.1 Of Section B of Technical Section) *** REQUIRED FOR 365 DAYS

CHEMICAL	Basic Rate* Rs. Per Kg. (A ₁₀)	GST %, if any (B ₁₀)	 Cooling Tower	Urea Cooling Tower Quantity (Kg) to be charged (D10)	Total quantity (Kg) $(C_{10}+D_{10})$ =(F ₁₀)	Total Value (Rs) (F ₁₀ x E ₁₀)=(G ₁₀)
Soda Ash						

GRAND TOTAL, Rs = Total landed cost of Sl. No. (1+2+3+4+5+6+7+8+10)

NOTE:

- 1. No other cost shall be admissible other than stated above.
- 2. Transit Insurance shall be arranged by the supplier at their cost.
- 3. P&F charges must be included in basic price.
- 4. Man power deputation charges, Packing & Forwarding, Transportation charges, loading & Unloading of chemicals and Equipment rent is to be clubbed with cost of chemicals.
- 5. Vendor should intimate following considered for arriving "LANDED PRICE"
 - a. The "LANDED PRICE" for above price bid format must be calculated as per following on RFCL Stores basis:
 LANDED PRICE (Rs. /KG) = Total landed cost of Sl. No. (1+2+3+4+5+6+7+8+10).
- 6. Any chemical not attracting GST must be clearly confirmed & accordingly landed price for said chemical must be calculated without (GST) in the price bid format.
- 7. TDS will be deducted as per prevailing Govt. rules, if applicable.
- 8. The quoted rates shall be firm and valid during the currency of contract.
- 9. Prices for sulphuric acid shall be as per prevailing market prices as on 01.03.2020 at Ramagundam, Telangana. Evaluation shall be done based on these prices. However, in case of any excess consumption of Sulphuric acid shall be charged as per clause no. 4.3 (b).

ANNEXURE-VI

NO DEVIATION CERTIFICATE

- With reference to your Bid reference No. ______ Dated_____ for "Lining up of Contract for Cooling water Treatment Programme and supply of Chemicals at RFCL, Ramagundam", we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) /Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and wedeclare that we have not taken any deviation / exceptions in this regards.
- 2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments (s) / Clarifiction(s)/ Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of

Stamp & Signature

Name

Designation

Date

BID SECURITY FORM Draft of Bank Guarantee for Bid Security Deposit (i.e. Earnest Money Deposit)

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _(HEREINAFTER CALLED THE, THE SAID TENDERER(S)[,] WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM AND CONDITIONS THE DEMAND UNDER THE TERMS OF TENDER NO _HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID FOR_ SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____FOR _____ON PRODUCTION OF BANK GUARANTEE FOR RS._____ONLY).

1. WE______BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. ______ (RUPEES_____ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE ______BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING ______ (RS_______ ONLY).

3. WE ______BANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE ______TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _				BAN	K, LAS	TLY UNDER	ΓΑΚΕ ΝΟΤ	TO R	EVOKE	THIS	GUARANTEE
DURING	ITS	CURRENCY	EXCEPT	WITH	THE	PREVIOUS	CONSENT	OF	'RFCL	.' IN	WRITING.
DATED		DA\	/ OF			20					

CORPORATE SEAL

FOR BANK.

Bank Guarantee for Security Deposit Format

(To be prepared on Stamp paper issued in the name of Bank)

This	BANK	GUARANTEE	No.	 made	this	day
of					betv	veen
				а		bank

incorporated and having its registered office at _______ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 1956 and having its registered office at 3rd & 4th Floor, Mohta Building, Bhikaji Cama Place, New Delhi - 110 066, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated											(hereinafter		
called (CONTRACT) ente	ered	into be	twe	en RAMA	GUI	NDAN	I FERTILIZ	ZERS &	CHEN	ЛІСА	LS
LTD	(hereinafter			called			OWN	and					
									Compan				
									CTOR) wh				
unless	repugnan	t to t	the	context	or	contrary	to	the	meaning	thereof	inclu	ude	its
success	ors	an	nd		ass	igns,		for		supply			of
				а	s e	nvisaged	in	the	Contract,	Contrac	ctor	has	to

submit a SECURITY DEPOSIT for Rs._____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility OWNER that the BANK is holding the amount to of Rs._ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of ______ months from the date of this Bank Guarantee No._____ dated _____ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially upto ______ months from the effective date of Bank Guarantee No. ______ dated ______ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated ______ this _____ day of _____.

(Indicate the name of the Bank with stamp)