

**OTTATHINGAL INDIA PVT
LIMITED**

(OTPL)

TENDER DOCUMENT

Tender No. OTPL/150TPD WOPC/12/2018

**CONSULTANCY SERVICE FOR DESIGN,
ENGINEERING SUPPLY & SUPERVISION
FOR
SETTING UP 150TPD WOPC
AT SIPCOT, THIRUNALVELI, TAMILNADU
FOR OTIPL**

WEBSITE. www.ottathingal.com

CONTENTS

Section	Contents	Page No.
1	NIT	3
2	General Information	5
3	Scope of work	9
4	Pre-Qualification Criteria	27
5	Instruction to Bidders	29
6	General conditions of contract	38
7	Special conditions of contract	43
8	Price bid format- Financial proposal	56
Annex		
1	Declaration	57
2	Abbreviations	58
3	Corporate information of bidder	59
4	Details of past experience	60
6	Form of agreement & Performance security format	62
7	Check List	67
11	GA of the project site	68
12	Project Implementation schedule	69

SECTION 1

NIT

NOTICE INVITING TENDER No. **OTPL/150TPD WOPC/12/2018** Date .29.12.2018 is being invited by the Managing Director, on behalf of the Ottathingal India Pvt Ltd, Murikkal Road ,Palathingal, Ullanam.PO, Neduva,Parappangadi, Malapuram Dist, Kerala S.India Pin 676303 for Tenders are invited in two cover system from competent bidders for providing **CONSULTANCY SERVICES FOR DESIGN AND ENGINEERING,SUPPLY & SUPERVISION -on Turnkey basis** for setting up 150 TPD WHITE CEMENT MANUFATURING UNIT(Clinker Grinding Unit) AT , SIPCOT,Gangaikondan, Thirunalveli, Tamilnadu from eligible and resourceful bidders having sufficient credential and financial capability for execution of the project as per the tender. Intending bidders desirous of participating in the tender are to login to the website www.ottathingal.com (the official website of OTPL). Intending bidders are required to download the tender documents directly from the website www.ottathingal.com. Tender documents consisting of General instructions, Eligibility criteria, Scope of work, Commercial terms and conditions etc. OTPL reserves the right to reject any or all tenders without assigning any reason thereof. If any clarification required, tenderers may also send their queries to the e-mail ottathingalindia@gmail.com.

Bid Closing date & Time :19.01.2019 , 4 PM

Technical bid opening : 20.01.2018

Registered Office; Ottathingal India Pvt Ltd, Murikkal Road ,Palathingal, Ullanam.PO, Neduva,Parappangadi, Malapuram Dist, Kerala S.India Pin 676303

Cont no mob 9645986965, 90725115551

Sd /- MANAGING DIRECTOR

For further details please visit website www.ottathingal.com

MANAGING DIRECTOR
Ottathingal India Pvt Ltd

SECTION 2

GENERAL INFORMATIONS

2.1 BRIEF HISTORY OF THE COMPANY & BCKGROUND OF THE PROJECT

Ottathingal Traders is a partnership firm registered in 1998 active in the field of marketing of paint at Malappuram and Calicut, Kerala. From 2012 onwards its sister concern Metro Trading of the same partnership started for marketing White Ordinary Portland Cement (WOPC). On an average around 500 MT WOPC is outsourced and is being marketed in Malppuram, and Calicut in the name of JB cements. OTPL have a turnover of 50 Lakhs and fixed assets 10 lakh. The Metro Trading is running profitably for last many years.

As part of its expansion and backward integration the partnership firm has decided to set up a 150 TPD clinker grinding unit (CGU) for manufacturing white ordinary Portland Cement (WOPC) at SIPCOT, Thirunalveli, Tamilnadu. An area of 3.94 acres of land for the newly proposed project for manufacturing WOPC allotted SIPCOT, Thirunalveli, Tamilnadu. OTPL is directly sales the product in 50Kg & 25Kg bags and smaller pouches of 5Kg & 1kg. We also propose a Putty manufacturing plant of capacity 20 Tonnes per day. It is an additional plant along with the 150 TPD Cement Grinding Unit.

OTPL have decided to go for competitive Tender from experienced parties for the Design, Engineering, supply and supervision for the project, In pursuance of the above, OTPL has decided to carry out the process for selection of a Technical Consultant, to provide Design and Engineering and Consultancy services of Turnkey basis for setting up A grinding unit for WOPC plant at SIPCOT, Thirunalveli. The detailed scope of work is given in the tender document under the Chapter 3 in the Scope of Work.

As the project consists of civil work, as well as it is to be executed within 180 days of engagement of consultant, it is proposed to carry out the project in turnkey basis except the Civil & Structural and Installation of equipment responsibilities resting with OTPL. Immediately after engagement of the consultant, project concept as per Feasibility Report shall be reviewed and civil works shall be ordered on unit price basis, based on the estimates of quantities by the consultant, so that within few weeks of engagement of consultant, civil

work at site can start. Subsequently or almost simultaneously, Consultant need to ensure correct integration of engineering carried out by contractor and the civil engineering.

2.2 Selection process: OTPL will be adopting a two stage selection process in evaluating the Proposals comprising of technical and financial bids to be submitted in two cover system . In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out ,Proposals will finally to their combined technical and financial evaluation.

2.3 Pre-bid meeting and site visit: OTPL proposes to conduct a pre-bid meeting at Board Romm, Hotel Antony's, Sipcoat, Thirunalveli. For details please refer to chapte,Date 10.01.2019 at 10.30 AM

2.4 Location and Site condition

SIPCOT Industrial Growth Center, Plot No B1, Pirancheri, Gangaikondan,Thirunalveli.total extend 3.94 acres land is propoed for manufacturing of White Ordinary Portland cements(WOPC);A 150 TPD close circuit , clinker grinding unit. The site is 50 KM from Tuticorin Port Trust. Tamilnadu.

2.5. Water Table of the area & site drainage

Water table in the area is 12 m in the proposed site. As it rains 27.25mm /year (in the year 2017 -about 2-3 months), site drainage system discharging to SIPCOT Industrial main drainage systems needs to be considered.

2.6 Soil Investigation

OTPL can share the soil investigation report for 3 nos boreholes done by Civil Engg. Now enclosed a report of very near site initially. They carried out the soil investigation report and the same is attached in the Annexure.....The exact soil Investigation report for the BI site will crying out by OTPL and the same will produce during the award of contract.

2.7 Road Connectivity

Road distance of SIPCOT from the Proposed OTPL plant :

Tuticorin sea prt to OIPL site 50KM

Thirunalveli- Madurai

Thirunalveli- Trivandrum– 70KM

The proposed unit is well connected by roads for the transportation of goods in trucks/bulkers to Kerela & Tamilnadu market. Since OTPL intends to market the final product WOPC in near by district of Thirunalveli in Tamilnadu and Kerela. Other raw materials like dolomite and Gypsum cal get near Thirunalveli. Hence the location shall play vital role in planning logistics.

2.8 Nearest Airport ;The nearest airport is Thuthukudy Airport, at a distance of ~ 50 km from the proposed Project Site..

2.9 Local Climatic Conditions;The local climatic conditions at Project site (SIPCOT) are as described hereunder:

Altitude	: 40 m MSL
Topography	: Longitude -77°47'E Latitude 8°54'N
Temperature	: Max 33.25 ° C, Min 25.33 ° C
Rain fall	: 27.25mm/ year -2017
Seismic zone	:
Humidity	: 75%-35% (8 Hrs-17.30 Hrs)

2.10 Power

The expected running power requirement with full load shall be around 750kW.The required power for proposed project shall be made available from the existing SIPCOT substation. The power is proposed be drawn by a dedicated 110/33/11 KVA line from the SIPCOT sub-station to the project sub-station/Trasformer. The SIPCOT substation is at a distance of about 4 to 5 km. As a normal practice, SIPCOT authorities execute the power line; however the cost is to be borne by OTPL. The power availability in the area is quite good and power outages are rare.

2.11 Water

The expected water requirement for the project shall be 7000liter ³ per day. The water for proposed project shall be supplied from the sources of SIPCOT and further distribution system within the project area to be designed and incorporated.

SECTION 3

SCOPE OF WORK

3.1 BRIEF DESCRIPTION OF THE PROJECT.

OTPL is setting up a 150 TPD WOPC manufacturing unit (Clinker Grinding Unit) at SIPCOT, Gangaikondan, Thirunalveli, Tamilnadu. The land has already been allotted to OTPL, extended 3.94 acres for a lease period of 99 years initially. The technical concept has been drawn in relation to various pertinent criteria like unloading and storage of clinker from container, feed to Ball Mill for grinding in the close circuit Mill for manufacturing the WOPC & store in Silo. The stored cement is packed in the Packer machine of 50 Kg, 25 Kg, bags & 5kg, 1kg Packet. The packed WOPC dispatch through trucks by road to Kerala & nearby districts of Thirunalveli

3.2 Description of Proposed System

A Feasibility Project Report was prepared for the proposed system, having capacity 51750 Metric Tonnes WOPC annually. The basic raw materials are imported WOPC clinker, Dolomite and Gypsum.

3.3. Project Schedule for implementation

The project implementation of WOPC –Cement Grinding Unit is proposed to be completed within a time span of 6 months from the date of appointment (AOC) of Design and Engineering, manufacturing and supply. The project is proposed to be implemented by ‘**Turn Key**’ mode of procurement. The implementation schedule in the TFR project is attached along with this tender document and the project implementation is to be strictly adhered to the schedule attached.

3.4 Pollution Control Requirements

The OTPL -WOPC PLANT is to be designed to meet the latest National Ambient Air Quality Standards and the venting stacks to meet the MOEF / CPCB latest norms for cement grinding Unit emissions levels.

3.5 OTPL – WOPC (150TPD)

The **OTPL** is proposed to have a Clinker Grinding Unit having capacity of 51750 tonnes of WOPC per annum, (Daily in 10 hour operation, 345 working days .Hence the output is 345days X10hour X15TPH and the output is 51750MT annually) when completed. The total Design, Engineering, Manufacturing, supply and consultancy Service is to be carried out by the selected bidder.

The following are the major facilities proposed to be set up 150 TPD OTPL WOPC at SIPCOT, Thirunalveli. The GA drawing showing the location and facilities within and around the plot are attached as **Annexure**

Raw Material

(a) Imported Clinker in Jumbo bag

(b) Dolomite & Gypsum in 50 KG bag

3.6 Proposed Clinker Unloading, Storage and Transportation System

The OTPL ,import Middle east/Vietnam the white OPC clinker in 1-1.25 MT Jumbo bags and is proposed to be received at Thuthukudy Port, Tamilnadu in Container of 28 MT. Annually 3-4 shipment of around 405 containers will be importing to Thuthukudy port. Hence a clinker storage shed having capacity 11340MT need to be construct . Stevedore Agent of OTPL will move the containers to the proposed site.

- A new shed for clinker storage with a capacity of 11340 MT will be constructed. The Over head crane running above the shed shall be capable of moving clinker over the entire length of the shed for stacking and feeding.
- Fork Lift/Pay loader to unload clinker from Container, a suitable unloading system to be designed.
- For storing local gypsum and dolomite of maximum 1000MT (50 KG bags) need to store

3.7 WOPC Production

3.8 Grinding Unit and WOPPC Silos.

- ✓ A Ball Mill of capacity 15 TPH is proposed. To feed Raw material to Ball Mill shall be provided with weigh feeders for better control on percentage of mixing of Dolomite and Gypsum for manufacturing the WOPC .
- ✓ WOPC produced in the closed circuit Ball Mill is classified as coarse and fine. The coarse feed to mill and fine pneumatically to the WOPC silos of capacity 1000MT
- ✓ The WOPC is drawn from the silos using an air slide and further transported to the packing machine hopper through a bucket elevator. The bucket elevator discharge goes to a screen where, nibs if any, are separated and the screen discharge goes to the packing machine hopper.

3.9 Packing & Loading Unit

For the smooth continuous packing, we proposed two packer machines of capacity 15 TPH are proposed for feeding the truck loading. (Initially in 10 hours operation, we can load the entire produced 150 TPD WOPC). The packed cement reaches the truck loader through a set of conveyors.

For despatch of cement, truck loading facilities is considered. Provision is to be given for 2 trucks loading bays in which one truck loader is proposed to be installed in the first phase. Packed cement is proposed to be brought to the truck loader through a series of conveyors and chutes from the packer machine.

TWO numbers packer of capacity 15 TPH with two truck loading facility. Initially operate one packer and other one is standby.

The final product's (WOPC) Quality should follow IS : 8042 1989 Requirement. Hence the selection of mill and grinding media should confirm IS; 8042 1989 to produce the output product WOPC.

3.10 Physical Properties

		Typical Range
a. Degree of whiteness %		
ISI Scale	Minimum 82	82 - 86
Hunters scale	Minimum 91	91 - 93
b. Finesse (Blaines) Sq M/Kg	Minimum 370	370 - 400
c. Setting Time		
Initial	Min 65	65 - 85

Final	Max 165	105-125
d. Soundness		
Le-Chateliers method	Max 2	Max 2
Autoclave	Max 0.15	.07-1.6
e. Compressive strength		
3 days	37	37-43
7 days	47	47-52
28 days	60	60-62

3.11 Subsurface Condition

The bearing capacity of soil envisaged that complete system foundations of suitable diameter and depth. OTPL will conduct a reference drilling to assess the soil condition at three different points in the site. For your primary reference, we here by enclosed a nearby plot conduct the soil investigation test and is enclosed in the Annexure. Actual will give to you during the award of contract.

3.12 Detail Description of Buildings & Structure

- Following table shows the description of building and structures envisaged for the project:

S. No.	Building/Structure	Description
1	Silos	Silo shall be in metallic construction Suitable foundations with rain protected top.
2	Clinker storage & loading shed	Clinker storage shed 11340 MT minimum brick wall. Shed to be in steel construction on foundation with colour coated aluminium cladding on top and all sides of structures
4	Separation & Grinding Unit with conveying equipment and supporting structures	All superstructures shall be constructed in steel on foundation and Cladded with colour coated aluminium sheet.
5	Packing plant & Loading Bay	Packing plant building structure shall be constructed foundations however brick wall all around with steel window, door and ventilators.

6	Multi-story buildings	Building structure shall be constructed in RCC on foundations with brick wall/Hollow brick all around with steel window, door and ventilators. Suitable capacity for drinking and sanitary purposes.
7	Electrical Rooms and Administrative block	Building structure shall be constructed in RCC on foundations however brick wall all around with steel window, door, and ventilators with split Air conditioner.
8	Lab, Store, Mechanical Workshop, Electrical & Instrumentation workshop	Building structure shall be constructed in RCC on foundations however brick wall all around with steel window, door, and ventilators w
9	A suitable	Rain Harvesting facility

3.13 Utilities and Other Services

Water Supply: No major process water requirement is envisaged for the proposed system . For drinking, sanitation and other purposes water will be stored in overhead tanks mounted on the roof of multi-story buildings. As the SIPCOT has well developed water distribution system, it is proposed to tap-off water lines from the existing pipelines and connected with the storage tanks.

- **Compressed Air Supply:** Centralized compressor room shall be provided for the sake of overall economy, effectiveness and ease of operation and maintenance. The compressed air is required mainly for pneumatic handling of WOPC, dust collection equipment and operation of pneumatic valves.

- **Blowers:** Blowers shall be suitably accommodated under buildings/ silos near points of utility.

- **Fire Fighting System**

Heavy-duty ABC powder type fire extinguishers shall be hung at particularly important electrical equipment areas.

- Portable CO2 extinguishers shall be provided at all fire prone areas.
- Automatic fire extinguishing system-using water shall be considered for empty bags store in the packing plant.

3.14 Auxiliary Infrastructural Facilities.

- **Workshop cum store:** It is proposed a shed as workshop cum store to take care of the regular maintenance/ repair jobs in the plant and for storing tools, spare parts, consumables, etc.
- **Offices:** A suitable technical & administrative office, canteen and sales office shall be housed for the operation phase in a multi-story building.
- **Time and Security office:** Time and security office shall be accommodated in the multi-story building near main entrance.
- **Weigh bridge:** An electronic weigh bridges is envisaged to take care of the incoming and outgoing materials at the proposed OTPL WOPC. An electronic weigh bridge will be installed for weighing of Truck loaded cement in the packing plant.
- **Empty Bags Go down:** Space shall be provided (around 3 lakh) in the packing plant building for the storage of empty bags.
- **Parking:** As the space inside the plant boundary is marking some basic car parking shall be provided near the building, rest to park in the parking area.
- **Laboratory:** Laboratory will be accommodated in near the packing plant area/Mill feeding area. The laboratory shall have the provision of chemical and physical testing facilities for raw materials and final products. The Laboratory space to be designed in such a way that it can accommodate all the testing equipments. Consultant also to give a detailed list of equipments for the testing to meet the Indian standard for testing of WOPC, Dolomite & Gypsum

3.15 IMPLEMENTATION PROGRAM FOR THE PROEJCT

The project is proposed to be implemented into

The following are proposed to be implemented

- a) Jumbo bsg receipt & Feeding to the Mill
- b) Clinker Gypsum storage shed
- c) Installation of Mill and accessories
- d) Installation of RC fan, Classifier, Bucket elevators, and aislides etc
- e) Metallic silos for storing WOPC
- f) Packing & Loading Plant.

3.16 BIDDING FOR THE TENDER

Since OTPL have decided to implement the project the bidders are requested to quote separately the technical & commercial Bid in Cover I and Price bid as given in Cover II. But when the layout design or modification to the proposed layout is considered the entire project is to be taken into account. The entire electrical machinery to be considered for designing the Transformer, Load Centers, Motor Control Centers (MCC), MCC room etc .

Total design charges for Civil construction of the complete project, Machinery procurement, erection supervision of Mech, Electrical, transformers, MCC, and instrumentation to be considered for designing the project.

Machinery Procurement (including Mechanical, Electrical and Instrumentation) their erection supervision, commissioning and supervision of all the jobs coming immediately after civil design & selection Plant and machinery.

3.17 DETAILED SCOPE OF WORK

The objective of the equipment is manufacturing the best product quality with minimum power consumption.

OTPL has prepared a Feasibility Project Report (FPR) for this project. The Design and Engineering is to be done with above Feasibility as the base.

The party shall

- ✓ Design & Complete project consultancy

- ✓ Supply of all type of equipment required to manufacture and operate a 150 TPD white ordinary Portland cement & despatch through truck.
- ✓ Trial Run & Commissioning
- ✓ Training & Maintenance

3.18 Basic Engineering

- Assessment of the proposed plant site in reference with the project battery limits for proposed layout, such us :
- Location evaluation
- To collect additional data / drawings, if required for the project,

3.19 DETAILED ENGINEERING

3.18.1 DETAILED ENGINEERING SEQUENCE

1. Review the plant GA for
 - a) Optimizing the space between Raw material Storage shed, Ball Mill, Separator, silos and packing plant
 - b) Integrating non-plant structures like workshops, MCCs, Office, Canteen, Store, and Laboratory etc.
2. Review the equipment GA and freeze area for its installation.
3. Design mechanical equipment and list out civil design details and transmit to civil designer
4. Design electrical installations and transmit the necessary structural data to civil designer
5. Repeat 2 through 4 until total optimization is achieved
6. Design structural components including foundation
7. Prepare quantity estimate for civil works
8. Invite tender for civil works
9. Evaluate the tenders and finalize the contractors in association with OTPL Engineers
10. Award of work
11. Execution and its supervision
 - a) Periodic reviews of the engineering design adequacy with respect to field data collected
 - b) Structural design

- c) Incorporate the modifications in the construction/ fabrication drawing
 - d) Repeat *a* through *c* until completion of construction and erection
12. Completion of structures
 13. Tender for Erection of equipments mech, Electrical & Instrumentation
 13. Erection of equipments by OTPL contractors
 14. Trial run
 15. Commissioning

3.15.2 MECHANICAL ENGINEERING

Design a closed circuit WOPC Ball Mill suitable for manufacturing having capacity 15 TPH either a Ceramic ball Mill or any suitable Mill confirm to the quality of final product as in the clause 3.10. Also design a 1000 MT silo with proper packing and loading system.

- Prepare final layout and flow sheet based on the equipment selected as well as and flow sheet, electrical and auxiliary equipment with proper code.
- Review/approve data & drawings from suppliers for the department with a view to coordinate the project activities concerning different equipment suppliers and to ensure that they meet the requirements as laid down in the respective specifications.
- Prepare miscellaneous schematic drawings / sketches, if required.

3.15.3 E&I ENGINEERING

- Prepare/Review/Approval of the Single line diagram, power distribution schematics
- Prepare/Review/Approval of the Automated Control schematics for grinding and packing circuit.
- Prepare/Review/Approval of technical data & drawings related to E & I, submitted by the supplier.
- Prepare / Review the lighting requirement for the entire plant.

3.15.4 CIVIL & STEEL STRUCTURAL ENGINEERING

- Design and Prepare RCC working drawings (GAs with Reinforcement details) for all structures (including RCC foundation) within the plant boundary, based on the load data and fixing details provided by the respective suppliers in Mechanical GA and floor & equipment plans. Bar bending schedule also to be prepared by the consultant and given to the civil contractor
- Design and Prepare steel structure GA drawings (with steel member size & connection details) for supporting structure, independent platforms, stairways, walkways, ladders, supports based on the mechanical GA and floor & equipment plans. The shop fabrication drawings prepared by the machinery supply and fabrication and erection contractor is to be reviewed and approved by the Design and Engineering Consultant.
- Design of internal roads and drainages for the entire site.

3.16 ELABORATION OF THE SCOPE OF WORK OF THE DESIGN AND ENGINEERING CONSULTANT

As the project involves amount of civil and structural Construction work the consultant is required to prepare the tender for appointing the civil contractor immediately, based on estimated quantities and unit rates (with possibility to adjust quantities based on the actual if required). This is to be based on a review of the plant lay out proposed in the feasibility report and modifications, if any, are to be incorporated. The layout of the machinery and ducting coming on the buildings and silos are drawn and the load due to the above are estimated and the net load on the building is computed and the load is calculated and the designs are finalized and the drawings are made ready for passing to the civil contractor for foundation to start. Consultant has to clear the technical queries of the bidders. The offer

for the civil contract works are to be evaluated by the consultant along with OTPL Engineers and the recommendations have to be given for finalizing the civil contractor. The soil investigation is to be done and the foundation depth is to be assessed by the **consultant** and is to be verified by soil test. Once the civil contractor is finalized all the civil designs for the foundation , Cement Mill, silos and super structures are to be prepared and given to the civil contractor by the consultant. To begin the work without any delay, the foundation design and foundation details are to be provided to the contractor first, followed by the civil design of the super structures , roofing, cladding to ensure smooth progress of work etc and the structural steel works associated with it.

You shall supply all the plant and machinery as a single package for erection and commissioning. OTPL will engage the erection contractor based on your Drawings & supervision. All the auxiliary equipments & fabrication at site are to be included in the above package. The consultant has to issue the necessary clarifications and resolve the technical clarifications of the suppliers. The consultant also has to assist OTPL in the technical discussions and help in timely finalization of the machinery supply along with the erection and commissioning..

Once the order for the machinery supply has been released, the machinery drawings and its foundation details are to be collected from supplier by the consultant as early as possible.

Once the machinery drawings and its foundation requirements are received it has to be integrated into the Civil design drawings by the consultant. The cable ducting routing and arrangements for the electrical and instrumentation work are to be provided in the civil drawing. The openings/ supports etc., for conveying ducts/pipes/chutes and material

handling equipments are to properly integrated in the civil drawing based on the machinery lay out drawing received and has to be issued to the civil contractor after authentication by OTPL. The consultant has to ensure that the civil superstructure works are proceeding as per the design and the schedule for project implementation.

The complete design of the buildings and structures are to be prepared by the consultant as per relevant National/International standards and safety norms applicable for the site and the civil works are to proceed on the basis of the design and layout prepared and finalized. Based on the designs provided by the consultant, construction work on piling and large structures shall commence and the consultant takes care of all such pre-engineering activities while award of the Off Shore Contract. By the above coordinated plan and schedule, site construction, engineering and procurement activities can progress in parallel and time can be saved. The consultant has to inspect all machinery parts and equipments arriving at site, including spare parts for conformance to specifications and prepare a list for keeping track of timely supplies required for erection

Consultant has to see that the erection work is carried out as per standards ensuring safety for men and machinery.

3.16.1 Commissioning Supervision of Mechanical, Electrical, Instrumentation and automation system.

3.16.1.1 Initial - Equipment and System Start-up:

The Consultant will arrange and prepare procedures and protocols for the tests and shall supervise the required pre-commissioning tests such as:

- Final alignment test for each machine and readiness of machine to run.
- Lubrication fillings and labeling

- No load test for individual machines
- Sequence tests

3.16.1.2 Performance Tests:

The consultant shall Supervise the on-load tests of the machinery to assure:

- a) guaranteed capacity

The Mill Out Put shall 15 TPH with a power of minimum KW/hr.

The Packing plant output of minimum is 15 TPH with minimum KW/hr

- b) The Final product should ensure the quality parameter as in the close 3.8 ? Hence you may quote a suitable ball Mill of Ceramic Grinding Media or High chrome Liner with Cermic ball. In both the case you should ensure the quality of brightness as in the close 3.8

Bidder shall submit the owning and operating cost of both the above mills or the quoted Mill .

- c) Guaranteed utilities consumption (power)

The performance tests shall be carried out section by section after the system has been commissioned and the operation has stabilized.

These tests will include:

- The checking of the civil engineering works and their acceptance.
- Checking the machinery performance under his turnkey supply contract with the aid of the commissioning technician of the supplier and the cooperation of OTPL personnel appointed for the normal operation of WOPC.

Checking of the guarantees to be met by the Machinery Supplier.

The consultant has to oversee the trials and commissioning of the machinery.

The consultant has also to certify the measurement of the civil works along with the OTPL Engineers for releasing the payment to the civil contractor. Trial and commissioning report of the machinery also has to be approved and signed by the consultant along with OTPL

Engineers for releasing the machinery supply payment.

3.16.1.3 Penalty for Failure to achieve the performance for the machinery.

During the trials and commissioning, if the machinery designed and installed fails to achieve the guaranteed performance, the consultant shall be liable to pay penalty as follows. The 5% of the contract value earmarked as performance guarantee will be withheld. The 5% security remitted by the consultant at the beginning of the contract will also be released only after achieving the performance figures and when the liability period is over.

3.16.1.4 Weekly Review Meetings.

During the construction period, the consultant has to organize weekly site meetings, and draw up corresponding minutes and transmit the same to all parties concerned. The consultant shall also prepare monthly reports showing the progress of the works and submit to OTPL Management.

3.17 Consultants Service required during the construction, erection of machinery and its commissioning

At least one of the Consultants' experienced Engineers from the concerned discipline shall be available during foundation and the construction of the civil structures and when the machinery erection is in progress. i.e. one civil engineer from the consultant's side has to be present during the piling and construction of the silos and other buildings. Similarly mechanical/electrical/instrumentation engineers are to be available when the machinery/electrical/ instrumentation erection/installation is in progress. The service of Consultants is also required for factory inspection of materials, components, equipment at contractors or his sub suppliers factory or manufacturing place to ensure the quality, workmanship, meeting of specification etc. if warranted. For off shore inspection Conveyance Expenses, Boarding and Lodging of the Consultants Engineering personnel from OTPL site will be taken care of by OTPL.

Similarly an Experienced Senior Engineers supervision is required when all trials and commissioning are going on.

In general, as and when advised by OTPL the consultant shall depute requisite personnel

at site for construction supervision of plant buildings and structures, fabrication and erection supervision of equipment, electrical / instrumentation installation works, at site along with OTPL representatives

In case of failure to position site engineers for supervision of the civil / mechanical electrical / Instrumentation works at site, the consultant shall be liable to pay penalty at the rate of Rs 2000/ per day for such number days the supervisory engineers are not provided.

3.18 RESPONSIBILITIES OF CONSULTANTS

Responsibilities of Consultant are elaborated below.

1. Design, and engineering and preparation of the civil drawings for construction of all the civil structures.
2. Supervision, guidance and checking of the civil construction, steel structural work, and mechanical and electrical installation work in accordance with drawings specifications, good engineering practice and codes and in compliance to the contract and Government regulations, including that of Electrical Inspectorate requirement and specifications.
3. Follow-up and evaluate progress of civil construction, mechanical erection and electrical / instrumentation installation work and provide feedback to OTPL.
4. Review field modifications and changes requested by the general contractors and advice on change to be effected.
5. Final check of all works upon completion and issuing of deficiency lists (well in advance) and pertinent completion certificates.
6. Inspection, observation and monitoring of the results of construction tests such as concrete, soil, electrical, pipe pressure tests, structural steel welding

tests, etc.

7. Witness and inspect various on-site electrical system testing carried out by the contractor / supplier like HT, MV, LV panels, cables, transformers etc., to meet Electrical Inspectorate requirements and signing the respective reports and protocols and is required to coordinate with the Electrical Inspectorate representative till energization and commissioning of the electrical system.
8. The consultant shall report to OTPL without delay, any arising need for information, investigation or analysis in connection with performance of the services. The Consultant shall inform OTPL immediately in writing if they feel that any such instruction / information is contrary to the proper execution and completion of the services.
9. The Consultant is responsible for the correctness, completeness and soundness of all documents reviewed by them or by their appointed agency and (or) persons in connection with the services of the project.

3.19 ASSISTANCE FOR TAKING THE STATUTORY APPROVALS

The required assistance and support is to be extended by the consultant for obtaining the statutory approvals for the project (From Pollution Control Board, Local authorities, Dept of Weights and Measures, Inspector of Factories and Boilers, TNEB, Electrical Inspectorate,, Dept of Fire and Safety etc) (preparation of necessary write ups, drawings of plant and machinery , layouts, flow diagrams charts etc). Any modification suggested by Statutory authorities shall be incorporated in the drawings, layouts, flow diagram; write ups etc shall be carried out by the consultant without delay and free of cost. Any payment to statutory authorities in this regard will be met by OTPL.

SECTION 4

PRE QUALIFICATION CRITERIA

4.1 PRE QUALIFICATION CRITERIA (PQC)

Bidders fulfilling the following minimum criteria shall only be eligible to participate in the technical and financial bid. Though criteria mentioned below are the basic criteria for consideration of a bid fulfilment, all the Bidders are requested to submit supporting documents substantiating their claim for eligibility/qualification to participate in the technical and financial bidding. To be eligible and qualified the tender shall provide evidence satisfactory to the procuring entity of its eligibility, capability and adequacy of resources to effectively perform the subject contract. To this end, the tenderer shall be required to submit a “technical proposal” which will include the following information. (a) Details of experience and past performance of works of similar nature in the last seven years and details of any current work on hand (b) The qualifications and experience of key personnel proposed for administration and execution of the contract both on and off site

(A) Work Experience:

Firms / Companies/ the following minimum *Eligibility Criteria*, can submit the proposals.

1. The Bidders shall have successfully provided Detailed Engineering Consultancy services, engineering, Manufacturing and supply for at least 2 (two) cement projects/Grinding Unit/WOPC manufacturing unit in the last 7 years. These projects shall have completed 1 year of successful operation on the date bidding for this project.

Any party who is having the above experience and having capable for Consultancy Services for DESIGN, ENGINEERING, MANUFACTURING AND SUPPLY of WOPC Based Cement or Grinding units with handling, storage, packing and despatch facility will get additional points in the techno commercial evaluation criteria for Technical Consultant).

(B) Financial Position

Average annual financial turnover of the bidder during the **last 3 years** shall be at **least 10, 00,00,000.00 (Rupees Ten crores)**. Bidders shall submit audited profit/loss statement and balance sheets for the last three years ending 31.3.2017.

Note:

1. The bidders should submit a list of orders executed (completed works) during last 10 years (from 01/01/2007 to 01/01/2018)
2. The Bidder shall submit, with their Technical Proposal, the documentary evidence regarding fulfilment of all the above criteria. In case of Consortium/Joint Venture, the lead member shall fulfil all the above minimum eligibility criteria and there shall not be any change of lead member, subsequently after the award of the work, till the completion of assignment in all respect..
3. Completed portions of the ongoing works till the end of the previous financial year, for which payments have already been made, will be considered for fulfilment of the above experience and financial criteria on submission of certificate of satisfactory completion from the contracting agency.
4. The average turnover of the bidder / lead consortium partner (in case of consortium bid) for the last 3 financial years ending with 31st March 2017 will be calculated by dividing the total turnover for the last three years by 3 and should be equal to or more than 10 crores. (The turnover of the consultancy division alone will be taken into account)

SECTION 5

INSTRUCTIONS TO BIDDERS

5.1 GENERAL

Tenders are invited by Ottathigal India Pvt Ltd (OTPL) inviting tender in TWO Cover System from reputed and experienced firms who meets the pre qualification criteria as stated in this tender. They should enclose the proof of work experience certificate/ work order copy of the work done. **Tender / Bid submitted only will be taken up for the purpose for evaluation.** The tender will be floated in the web site www.ottathigal.com

Any offer made in response to this tender when accepted by OTPL,SIPCO T, by means of Letter of Award (LOA) will constitute a contract between the parties..

5.2 RELEASE OF TENDER DOCUMENT

The Tender document can be downloaded from web site free of cost and OTPL www.ottathingal.com and shall be submitted on or before 20th Jan 2019.

5.2.1 The bidder is responsible to download Addendum/ Amendments/ Errata/ Replies to the queries of the applicant etc., if any, issued by OTPL, from the Website before submission of the tender document. Any shortfall in submission of the said Addendum/ Amendments/ Errata/replies and the queries on the tender document, etc., along with the downloaded documents while submitting the tender documents will not be considered. Incomplete tender documents may be rejected outright. Any changes/ updations in the tender document will be displayed in the websites www.ottathingal.com

5.2 BID SUBMISSION

The tenderer shall seal the TECHNICAL BID AND FINANCIAL BID of the tender in separate cover duly marked technical bid and financial bid. The envelope shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Managing Director at the address stated in bear the name and identification of the Contract stated in the said a warning not to open before the date and time for opening of tenders stated. If the outer envelope is not sealed and marked as instructed above,

the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the procuring entity and return to the tenderer.

The tender documents submitted shall be opened at the due date and time as mentioned in the Notice Inviting Tender [NIT] of this tender document.

OTPL reserves the right to reject any or all the bids without assigning any reasons thereof.

5.4 SCOPE OF WORK

The scope of work under this contract shall be as detailed in **SECTION 3** of this document.

5.5 TENDER DOCUMENTS

The tender procedures, contract terms and technical specifications are incorporated in the tender document. The bidders shall furnish all the relevant information required in as per tender document and any tender which is not responsive to the tender document in every aspect will result in rejection of tender submitted.

5.6 PRE-BID MEETING

Date 10.01.2019 at 10.30AM

A pre-bid meeting will be held on the date as indicated in Chapter 2 Tender at Anton's hotel, SIPCOT near OTPL Site, Trust during which the bidders will have an opportunity to visit the site and to obtain clarifications if any.

Those who are participating in the pre-bid will have to intimate the details of the persons attending with Name, Designation and company name and copy of an ID proof, before two days of the vendor.

The bidders are advised to go through the various clauses of the tender document carefully and if there appears to be any ambiguity or discrepancy in the document or any clarification needed on the tender document shall send their queries email at least before 2 days of the Pre-bid meeting, addressed to OTPL, in the following Email ottathingalindia@gmail.com .It is to be noted that no queries, clarifications will be normally entertained after pre-bid meeting.

5.7 CORRESPONDENCE

All the correspondence in connection with this Tender shall be addressed to:

MANAGING Director,

Ottathingal India Pvt Limited, Murikkal Road ,Palathingal,
Ullanam.PO,Neduva,Parappangadi, Malapuram Dist, Kerala South India Pin 676303

Email -ottathingalindia.com

Contact No 9645986965,
9072511551

5.8 AMENDMENT OF TENDER DOCUMENT

During the course of tender, OTPL may modify certain clauses/specifications of the tender, by amendment. The modification may be based on OTPL's own initiative or on some useful suggestions of the indenting bidders or on clarifications issued after pre-bid meeting. Such amendments shall be displayed in the web sit www.ottathingal.com

The OTPL at its discretion may, if required extend the last date for submission of tenders in order to give a reasonable time to the bidders to take the amendments into account, for preparing their tenders and the same will be intimated through the website www.ottathingal.com

5.9 LANGUAGE

The tender and all the correspondences and supporting documents shall be in English language only.

5.10 THE TENDER PROPOSAL SHALL BE SUBMITTED IN TWO PARTS

Tender document can be submitted by Post on or before due date.

(A) Technical Proposal (Cover I)

The bidders shall furnish all the relevant technical details along with other commercial terms and conditions mentioned in the tender documents, without indicating the price/cost directly or indirectly.

(B) Price Proposal (Cover-II)

The price proposal shall be as per the Price Bid / Bill of Quantities (BOQ) should be indicated separately.

5.11 DOCUMENTS TO ACCOMPANY

(A) Technical Proposal (Cover I)

The tender shall be submitted online along with following and all other supporting documents. The bidders shall submit the details in the prescribed formats enclosed with this tender. The bidders may use additional sheets if required for the forms prescribed. However the following are only indicative and bidders are advised to submit all other documents relevant to the tender clauses.

1. Declaration letter by the bidder as per *Annexure 1*
2. Profile & Organizational Structure of the firm
3. List of competent persons in the firm and the details about their Technical expertise
4. Details of previous experiences of the firm to meet the Pre-qualification Criteria along with supporting documents.
5. Audited Annual financial statements (Balance Sheet and P&L Statement) of the firm/Company certified by Chartered Accountant for the last three years to meet the Pre-Qualification Criteria (**Section 4**)
6. Documents to prove the PAN No. and Service Tax registration No.
7. Tender document downloaded from website, duly filled in with relevant details and signed on each page by the authorized signatory (EXCEPT PRICE BID)
8. Write up on Technical approach, methodology, work plan, Organization and staffing for executing the Project successfully .

(B) Price Proposal (Cover 2)

Duly filled in with all details as per Price Bid format in **Section 8**.

5.13 TENDER DOCUMENT

The original tender document can be submitted online only in the designated two cover system by post on or before as per the date and time specified in the Notice Inviting Tender of this tender document.

5.14 BIDDERS'S QUALIFICATION AND PAST EXPERIENCE

The bidders shall furnish complete details regarding the “similar works” carried out/on hand by the bidders with documentary evidence in the prescribed format. Such list along with the contact addresses shall be submitted along with the tender.

5.15 VALIDITY OF THE TENDER

The bidders shall hold the offer **valid for a period of 120 days** from the date of closing of the bid. However, on mutual consent the validity of the tender can be extended.

5.16 ITEMS NOT COVERED

The bidders may mention regarding items which may not have been mentioned specifically in the tender specification, but which the bidders feel are necessary for the total completion of the project.

5.17 OPENING OF TENDERS

The technical bid shall be opened on the date and time mentioned in the Notice Inviting Tender of this tender document.

Price Proposal (Cover II) will be opened at a later date after the technical proposals are evaluated. The date and time of opening the price bids will be informed in advance to the bidders whose technical proposals have been found acceptable/responsive.

5.18 EVALUATION AND COMPARISON OF TENDERS

OTPL will examine all the technical bids received as per the tender conditions and the price bids of only those Bidders who become eligible after the evaluation of Technical Bids shall be opened later. The time and date of opening of Price Bids shall be informed to the eligible Bidders.

5.19 BID EVALUATION

Successful bidder shall be selected based on the Combined Technical cum Financial evaluation carried out.

The lump sum fee quoted as per the Price Bid will be considered in the Combined Technical cum Financial Evaluation for finalizing the successful bidder on the offers which are found techno commercially acceptable.

OTPL will ascertain itself that the bidders can execute the contract satisfactorily as per

the technical standards set by OTPL.

The contract will be awarded to the bidders who have scored maximum in the Combined Technical Cum Financial evaluation and determined to be qualified to satisfactorily perform the contract. However, the employer does not bind himself to accept the lowest or any other tender and has the right to reject any tender without assigning any reasons. No representation whatsoever will be entertained on this account.

5.20 OTHER POINTS

5.20.1 On any clarifications sought from the bidders on any related matters, the reply shall be in writing.

5.20.2 OTPL at its sole discretion shall reject any tender which in its opinion is non-responsive or the offer is found to be technically not genuine.

5.21.3 OTPL reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time without any liability for such action. OTPL may cancel or withdraw this tender at its discretion. OTPL at its discretion reserves the right to postpone the date of opening of the tenders or change the venue of the opening of the tenders.

5.21.4 Failure of the successful Bidders to comply with the requirements as per the tender shall constitute sufficient grounds for the annulment of the award.

5.21.5 While evaluating Tenders, regard would be paid to national defence and security considerations.

5.21.6 Any corrections in the offer documents shall be supported by the Bidders' signature there against.

5.21.7 The consultancy fees quoted shall be firm during the pendency of the contract and shall include all taxes and duties except Goods and Service Tax (GST) . GST applicable shall be paid on submission of documentary evidence. TDS as applicable will be deducted at source.

5.21.7.1 The rate quoted, Goods and Service Tax (GST), Income tax :

5.21.7.1.1 The rate in the Schedule shall be firm and fixed during the pendency of work and there will not be any escalations on any account whatsoever. The rate shall be inclusive of all taxes and duties except Goods & Service Tax (GST)

5.21.7.1.2 The Goods and Service Tax (GST), if applicable will be paid extra at the prevailing rate. For claiming GST, the bidder has to produce serially numbered invoices in duplicate showing the following particulars.

(a) Bidders Name, Address and GST registration number.

(b) OTPL s complete address.

(c) Nature, classification and value of taxable services provided.

(d) Amount of GST.

(e) The name and address of the Central Excise Commissioner- ate / Range / Division

(To be shown separately).

(f)) Copy of the remittance challan of the previous quarter/month to be furnished.

5.21.7.1.3 Income tax as per rule will be deducted at source for which TDS certificate will be issued as per IT rules. The bidder shall indicate his PAN details in all his bills as it is mandatory as per IT rules. Any other new levies if imposed by Government during the tenure of the contract, the same shall be to bidders account.

5.21.8 The Bidders shall take into account all costs without limitations and include transport, overtime, labour, profit, taxes, liabilities and obligations, insurance for men and equipment, third party liability insurance and any other expenses for the smooth conduct of this Contract. The statutory payments like PF of the employees of the consultant shall be taken care by the consultant themselves.

5.21.9 In the event of the Tender being submitted by a firm, it must be signed by competent and authorized person. If the tender document is signed by anybody other than a Director, the power of attorney authorizing the signatory to sign the document should also be enclosed along with the tender. In the case of a partnership firm also, the power of attorney authoring the signatory to sign the document must also be enclosed.

5.21.10 Any tender received with conditional offers is liable for rejection.

5.21.11 The prices shall be firm and shall be such as to make the evaluation of the price offer without any ambiguity.

5.21.12 The work is required to be carried out at SIPCOT, Thirunalveli, Tamilnadu and as OTPL TENDER DOCUMENT FOR APPOINTING CONSULTANT FOR DESIGN AND ENGINEERING supply consultancy.

such all requirements in connection with such working areas are to be strictly complied with

5.21.13. 5.22 INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bidder should do the registration in the tender site using the “Click here to Enrol” option available.
2. Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
3. Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
4. Bidder should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.
5. If there are any clarifications the same may be clarified during the pre-bid meeting.
6. Bidder should take into account the corrigendum if any published before submitting the bids online.
7. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there is more than one document, they can be clubbed together.
8. Bidder selects the tender which he is interested using search option & then moves it to my favourite folder.
9. From the folder, appropriate tender can be selected and all the details can be viewed.
10. The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
11. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
12. Upon successful completion of the bid, the system will give a successful bid Updation message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.

13. The bid summary should be printed and kept as an acknowledgment.
14. The bid summary will act as a proof of bid submission for the subject Tender.
15. For any clarifications regarding the Tender, the bid number can be used as a reference.
16. The bids should be submitted on or before the prescribed date & time.

For any further details, interested applicants may contact at the following address:

**Managing Director, Ottathingal India Pvt Ltd, Murikkal Road ,Palathingal,
Ullanam.PO, Neduva,Parappangadi, Malapuram Dist, Kerala South India**

Pin 676303

SECTION 6

GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS AND INTERPRETATIONS

Unless the context otherwise require the following terms wherever used in this contract shall have the following meaning:

- a) **Employer** OTPL, a company incorporated under companies' acts 1956 / 2018 acting through Managing Director or any other officers so nominated by the Board.
- b) **Consultant** means the firm or company who is executing the subject work of Design and Engineering, Manufacturing, supply and Consultancy Services for the OTPL.
- c) **Contract** means the Contract Agreement signed by the Parties which includes the tender documents and any amendments. "Consultancy Services/Services/Assignment" means services to be provided by the consultants as detailed in this tender document under terms of reference and the scope brought out in this document.
- d) **Letter of Award** (LOA) means OTPL will issue a letter to successful consultant stating their offer is accepted.
- e) **Local Currency** means the currency of the Republic of India.
- f) **Party** means the Employer or the Consultants, as the case may be, and parties mean both of them.
- g) **Personnel** means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the services or any part thereof.
- h) **Applicable Law** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including regulations and rules made there under, as may be in force and effect during the subsistence of this Agreement.
- i) **Project In-charge** means Project Manager of OTPL
- j) Turnaround Time: OTPL shall have fourteen working days for review to make comments or approve all documents / drawings.

6.2 SINGULAR AND PLURAL

Words imparting the singular only also include the plural and vice versa where the context requires.

6.3 ASSIGNMENT AND SUBCONTRACTING

6.3.1 Sub-Contract: The Consultant shall not fully subcontract the entire work. The consultant will be fully responsible for the sub-contracted part of the job if any.

6.3.2 Priority Contract Documents: The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Consultant who shall there upon issue the instructions to the employer and in such an event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1. The Contract/Agreement
2. The Letter of Acceptance
3. Agreed variations to the letter of acceptance
4. The Tender
5. Instructions to tenders
6. Addenda /corrigendum to tender document (If any).
7. Special Conditions of Contract
8. General Conditions of Contract
9. The Priced Bill of quantities
10. The specifications
11. Scope of work
12. Instructions to Bidders

6.3.3 Contract Agreement: The Consultant shall enter into and execute the Contract Agreement as may be necessary, to be prepared, completed and submitted at the cost of the Consultant, in the form annexed to these Conditions within 5 days from the date of issue of confirmed order.

6.3.4 Performance Security: Performance Guarantee within fifteen (15) days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the employer with a Performance Security deposit equivalent to 5 % of the contract value.

Alternatively a Bank Guarantee for an equivalent amount can be submitted in lieu of DD for security amount. The performance Bank Guarantee (BG) shall be to OTPL and the Bank Guarantee (BG) shall be subject to the approval of the Employer. The cost of complying with the requirements of this clause shall be borne by the Consultant. The above Bank Guarantee of 5 % of the contract value, submitted to OTPL will not be released till completion of the contract. The performance bank guarantee shall be renewed periodically from time to time at least one month before expiry. The performance security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder(s). The validity period of the Bank Guarantee shall be 12 months from the completion of the contract.

OTPL shall be in all liberty to en-cash the above performance security (bank guarantee) at any time during the contract if it is found that the performance of the Consultant is not satisfactory or in case of breach of any of the tender conditions.

6.4 INSPECTION OF SITE

General: The Consultant shall be deemed to have inspected and examined the Site and its surroundings and information available in connection there with and to have satisfied himself before submitting his Tender. Site visit is proposed on the day of the pre-bid meeting at SIPCOT, Thirunalveli.

Date 12.01.2019 at 11 AM

6.4.1 Programme to be submitted: The Consultant shall, within 7 days after the date of receipt of the Letter of Acceptance, submit the detailed programme by way of an Inception Plan to OTPL .It should also contain a detailed Activity Schedule in line with our Project Implementation Schedule.

6.6 ACCIDENT OR INJURY TO WORKMEN

The Employer shall not be liable for or in respect of any damage or compensation payable to any workman or other persons in the employment of the Consultant other than death or injury resulting from any act of default of the Employer, his agents or servants. The Consultant shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

6.7 INSURANCE AGAINST ACCIDENT TO WORKMEN

The Consultant shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the contract.

6.8 REMEDY ON CONSULTANT'S FAILURE TO INSURE

If the Consultant fails to effect and keep in force any of the insurances required under the contract, or fails to provide the policies to the Employer within the period, and if any claim comes on the employer, OTPL may deduct the amount so paid from any money due or to become due to the Consultant, or recover the same as a debt due from the Consultant.

6.9 REQUIREMENTS, DISORDERLY CONDUCT, ANTECEDENT VERIFICATION ETC.

The Consultant shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for preservation of peace and protection of persons and property in the neighborhood of works against the same.

The project is proposed to be implemented in the OTPL lease hold land, part of which is presently inside the SIPCOT, Thirunalveli premises. For consultants who want to enter the SIPCOT premises as a part of the study/project execution related activities, all requirements in connection with the SIPCOT safety and security are to be strictly complied with. The required Site entry permit for men & material has to be arranged and borne by the Consultant.

The Consultant shall verify the antecedents of the employees before deploying them in the Site and confirm that they are / were not engaged in any antisocial activities.

6.10 Bank Guarantee

The Consultant shall from time to time suitably extend the validity of the Bank guarantee as required (Whether furnished by way of security deposit or to secure any advance for such period(s) as may from time to time be required by OTPL) failing which, without prejudice to any other right or remedy available, OTPL shall be entitled to encash the Bank Guarantee.

SECTION 7

SPECIAL CONDITIONS OF CONTRACT

7.1 COMMENCEMENT AND COMPLETION OF ASSIGNMENT

The successful Bidder shall commence the work immediately issue of award letter by the OTPL and carry out the same expeditiously.

7.2 TIME OF COMPLETION

The assignment of **Design & Consultancy Services and Engineering, Manufacturing & supply** for the Ordinary White Cement manufacturing plant will have to be completed within 180 days from the award of contract (AOC) as explained in the Section3, Clause.3

7.3 CARE AND DILIGENCE

The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the OTPL for the proper, efficient and effective execution of their duties.

The consultant shall adopt the latest technology in the project and all the machinery used shall be energy efficient and eco-friendly.

7.4 SIGNING OF AGREEMENT

Within 5 days from the date of the letter of award, the successful Bidder shall prepare and submit the agreement format in line with the draft enclosed as *annexure No 7* to this tender document. On approval of the Employer the agreement shall be signed by both the Bidder and the employer, after payment of stamp duties as may be necessary by the successful Bidder. Cost of Contract Agreement charges will be borne by the consultant. The agreement is to be signed in Kerala stamp paper of value Rs 500/- (Five Hundred)

CONFIDENTIALITY

The Consultant shall treat all the documents and information received from OTPL,

SIPCOT, Thirunalveli or any other connected firms and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless OTPL authorizes this in advance in writing.

The Consultant further shall return all the documents received from OTPL from time to time after completion of the work related to those documents.

7.5 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE

The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, terminate the contract

7.5.1 if the consultant fails to deliver any or all of the deliverables agreed in the contract within the time period specified in the contract, or any extension thereof granted by the Employer,

Or

7.5.2 If the consultant fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the employer.

7.6 LIABILITY PERIOD

Liability period for the work shall be 12 months from the date of satisfactory completion of the work and commissioning of the project or signing of the close out reports (whichever is later). The **Bank Guarantee** furnished by the Tenderer shall be released only after the company certifies that the Tenderer has performed the contract in full, complete and in a satisfactory manner and that too after the expiry of the liability period. OTPL shall be empowered to deduct any or full amount by way of damages, costs, charges and expenses incurred by it due to delay in performance or non-performance of any of the conditions of tender/ contract.

7.7 LD CLAUSE

Time is the essence of the contract. It shall be the responsibility of the consultant to complete the work within the stipulated period of completion. In case the Consultant fails to complete the Design and Engineering Consultancy Services successfully within the period of

completion specified for the job, he shall be liable to pay to OTPL, liquidated damages. If the delay is attributable to the consultant, he shall be liable to pay LD at the rate of ½ % (half percent) of the contract value charges of the work (as awarded) for every week or part thereof which shall be elapsed between the scheduled time of completion of the project and the actual date of completion of work, provided that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 10% (Ten percent) of the contract value of the unexecuted portion for the Design and Engineering ,manufacturing ,supply and Consultancy Services as awarded.

7.8 MODIFICATION

Modification of the terms and conditions of this contract, including any modification of the scope of services, may only be made by written agreement between parties. Pursuant to each party shall give due consideration to any proposals for modification made by the other Party.

7.9 FORCE MAJEURE

7.9.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here-under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

7.9.2 No breach of contract

The failure of a Party to fulfill any of its obligations here-under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

7.9.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such inability to fulfill its obligations here-under with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than ten (10) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.9.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.10 SUSPENSION

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding ten

(10) days after receipt by the Consultants of such notice of suspension.

7.11 TERMINATION

7.11.1 By the employer

The Employer may terminate this contract by written notice of termination giving not less than **10 days** to the Consultants for the occurrence of any of the events specified here under.

7.11.1.1 If the Consultants fail to remedy a failure in the performance of their obligations here under, as specified in a notice of suspension pursuant to *Clause 7.11 herein above*, within ten (10) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;

7.11.1.2 If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

7.11.1.3 If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to *Clause 7.15.2* hereof;

(a) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false

(b) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

(c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.11.2 Cessation of rights and obligations:

Upon termination of this Contract pursuant to *Clause 7.11* hereof, or upon expiration of this Contract pursuant to *Clause 7.6* Performance Security will be forfeited.

7.12 OBLIGATIONS OF THE CONSULTANT

7.12.1 Standard of performance

The Consultants shall perform the Services and carry out their obligations

hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and employ appropriate technically qualified personnel.

7.12.2 Confidentiality

The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term of contract or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

7.12.3 Insurance to be taken out by the consultants:

The Consultants shall take out and maintain and shall make any sub-consultants to take out and maintain insurance at their own cost for their vehicle, instruments, manpower, etc. against the risks, and for the coverage as below-

7.12.3.1 Third Party Liability Insurance for the period of consultancy.

7.12.3.2 Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

7.12.3.3 Insurance against loss of or damage to:

7.12.3.3.1 Instruments / tools purchased in whole or in part with funds provided under this Contract,

7.12.3.3.2 the Consultants' property used in the performance of the Services, and

7.12.3.3.3 any documents prepared by the Consultants in the performance of the Services

7.13 CONSULTANT'S PERSONNEL

7.13.1 General

The Consultants shall employ and provide such technically qualified and experienced Personnel to carry out the Services. The Consultant shall provide

personnel comprising of Technical Experts in Project execution for designing and implementing Cement/Grinding of WOPC/Cement, cement packing plants, comprising of Civil Engineering and Foundation Experts, Process Experts / Chemical Engineering Experts, Mechanical Engineering Experts, Electrical Engineering Experts, Instrumentation experts, Pollution control and Environmental Expert, Financial expert , etc., with adequate knowledge of latest developments in the Green plant concept, Green field cement plants etc, and its implementation. The consultant's team shall be guided by a Project leader with adequate experience in the line. When more than one person is working at the site from the consultant's side, the consultant shall nominate one person as site in charge with whom OTPL will be interacting for all normal routine matters regarding the project.

7.13.2 Description of personnel

The title, job description, minimum qualification and estimated period of engagement in carrying out of the Services of each of the Consultant's Key Personnel and other staff shall be given. The details of essential key personnel to be furnished in a separate sheet.

Note: If the bidder is not having the required key personnel with them, they are free to hire them. But the details and qualification of the personnel proposed to be hired are to be given and submitted along with the essential list of documents to be submitted along with the technical bid. The concurrence Letter of the Hired personnel for working in this project is also to be enclosed along with the bid.

7.14 OBLIGATIONS OF THE EMPLOYER

7.14.1 Services, facilities and property of the employer.

Consultants Engineers working in the project will have to arrange their own accommodation and transport for coming to the Project site.

OTPL shall provide minimum office space in project site for the consultant.

7.14.2 Payments to the Project

In consideration of the Services performed by the Consultants under this

Contract, the Employer shall make payment to the project as given in the schedule given under. All payments by the Employer under this contract will be made only in **Indian Rupees.**

7.14.3 Payment schedule

No	Items	Amount in INR
1	Design of 150 TPD WOPC plant including Civil, Mechanical, Electrical , Instrumentation and supervisory consultancy	
2	Engineering , Manufacturing, supply of custom made items	
3	Selection ,procurement and supply of Tailor made items	
4	Cost for Fabrication at Site	
5	Total Basic cost of the Project (sum of all the above cost except erection of plant and machinery and Civil Work)	

The above payment will be made on a monthly pro rata basis wherever possible.

In case any milestone is not applicable, or not executable, or milestones are clubbed, payment would be released with suitable clubbing / substitution with the approval of OTPL.

In case any milestone is not achieved, payment for the same shall not be made. However, on completion of Project, all the milestones will be deemed completed and payments against the milestones will be released.

In the event of discontinuance of the contract during currency of the assignment by the consultant no payment due shall be paid on pro-rata basis and Employer's decision in this regard shall be final.

7.14. 4 Currencies of payment

All payments by the Employer under this contract will be made only in **Indian Rupees.**

7.15 SETTLEMENT OF DISPUTES

7.15.1 Amicable settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.15.2 Arbitration: Disputes shall be settled by arbitration in accordance with the following provisions:

7.15.2.1 The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute then disputes shall be referred to the award of two arbitrators (one to be nominated by the “Consultant” and one by “Employer” or in case of said arbitrators not agreeing, then to the award of an Umpire to be appointed by the said arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be complied with by parties to the contract and the provision of the Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Contract. Maybe the joint Arbitrators / Umpire from time to time with the consent of parties ought to enlarge the time for making and publishing the award. The joint Arbitrators/ Umpire will be bound to give claim-wise detailed and speaking award and it should be supported by reasoning.

7.15.2.2 Only question and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work. While invoking arbitration the parties shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

7.15.2.3 If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from Engineer-in-Charge that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. The jurisdiction of all suits / proceedings arising out of this contract shall be courts in Thuthukudy .

7.15.3 The consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out consultancy services.

7.15.4 Facilities to be arranged by the consultant: The Consultants shall make their own arrangements for transport (vehicle) at the project site

7.15.5 The legal jurisdiction of the contract shall be the competent court at Ernakulam Kerala Only.

7.16 DOCUMENTS/ DRAWINGS PREPARED BY CONSULTANT IS THE PROPERTY OF THE EMPLOYER

All data collected, drawings, reports, other documents and software prepared, if any, by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the Consultant shall bear the expenses related to the development of the program(s) concerned.

7.17 Abbreviations

The abbreviation and their explanation used in the tender are given as annexure 2.

7.18 Check List

A check list of documents to be attached along with this tender document are attached as annexure 11

7.19 Other conditions of Contract

1. OTPL also reserves the right to operate or partly operate any item mentioned in the schedule.
2. In case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the contract and the date of execution of activities under the contract, the contractor shall pass on the benefit of such reduction to OTPL with the view that OTPL shall pay reduced duty/Tax to Govt.
3. All payment for quantities certified in the running account /final bill shall be as per the details recorded in the standard measurement book of OTPL and jointly signed by the Consultant / OTPL Engineer.
4. Method of measurement shall be strictly in accordance with the technical specification for the work.

5. On Account Bills shall be paid for the work done, measured and certified by the concerned and forwarded to MD
6. In the event of faulty engineering, i.e. error or omission in the technical studies performed by the Consultant, in respect of work for reason attributable to the Consultant, the Consultant shall agree to furnish corrective technical studies and engineering as may be required without any additional cost of OTPL.
7. **Safety Inspection:** The consultant shall also designate a safety Manager, with good knowledge of construction safety, who will conduct quarterly safety audits at the project site and submit the report to OTPL.
8. **OTPL right:** OTPL reserve the rights to modify/alter any item in the tendered quantity with the mutual agreement of Consultant and OTPL.
9. **Revisions:** OTPL reserves the right to revise the scope of Consultancy Services at any stage of work. Such deviations shall be adjusted at the rates already contained in the work order or at the mutually agreed terms, if the rates are not available in the work order.
10. **Progress Report:** The Consultant shall submit monthly progress report on the progress/ status of work during Design and Engineering phase and during Construction phase. Suitable formats for progress reports shall be designed by the Consultant and got approved from OTPL before commencement of each phase of job.
11. **Submission of Bills:** Consultant shall submit their bills to OTPL as per payment terms and conditions only.
12. **Professional Liability:** If at any time before completion of the work it shall appear to OTPL that any work has been executed contrary to expectations from the Consultant as per the offer document resulting in deficiencies in any facility / structure as a whole or part thereof or any other situation causing loss in terms of money or other factors to OTPL , it shall be lawful for OTPL to intimate this fact in writing to the Consultant and thereupon the Consultant shall be bound forthwith to rectify, redesign, recalculate the work so specified in whole or in part as specified by OTPL in strict accordance with the contract conditions at their own charge and cost to the entire satisfaction of Project in charge of OTPL. In the event of the Consultant failing to do so within a period of seven days or as specified by OTPL in the aforesaid written intimation , OTPL reserves the right to take further action as per conditions of contract thereof and other clauses of the offer document.

SECTION 8

PRICE BID FORMAT

(FINANCIAL PROPOSAL)

The price is to be quoted on as a separate attachment.

Subject: Consultancy service for the Design & Engineering, Manufacturing, supply for setting up 150TPD WOPC at SIPCOT Thirunalveli, Tamilnadu.

PRICE BID for TENDER No. **OTPL/150TPD WOPC/12/2018** Date .29.12.2018 for providing **CONSULTANCY SERVICES FOR DESIGN AND ENGINEERING, SUPPLY & SUPERVISION -on Turnkey basis** for setting up 150 TPD WHITE CEMENT MANUFACTURING UNIT (Clinker Grinding Unit) AT , SIPCOT, Gangaikondan, Thirunalveli, Tamilnadu,

No	Items	Amount in INR
1	Design of 150 TPD WOPC plant including Civil, Mechanical, Electrical, Instrumentation and supervisory consultancy	
2	Engineering, Manufacturing, supply of custom made items	
3	Selection, procurement and supply of Tailor made items	
4	Cost for Fabrication at Site	
	Total cost	

Note: The price quoted shall be Lump sum inclusive of all other taxes except GST, incidentals, site visits, overheads, traveling expenses, boarding, lodging, food expenses related to engineering service during the execution of the assignment, and all other expenditure for execution of this project/assignment.

Managing Director

Ottathingal India Ltd

ANNEXURE DECLARATION

(To be executed and submitted on bidder's letter head in *Cover D*)

FORMAT OF PROPOSAL SUBMISSION LETTER

(On letter head of the bidding firm)

From,

.....

To,

The Managing Director

Ottathingal India Pvt Ltd Limited,

Parappangadi P.O.

.....

Kerala, India

Dear Sir,

Sub: Design and Engineering, Manufacturing & Supply Consultancy Service for setting up White Cement Plant (WOPC) at SIPCOT, Thirunalveli for Ottathingal India Pvt Limited

1. Having examined the completeness of tender documents, studied the terms and conditions of contract stipulated in the tender documents we, the undersigned offer to provide Design, Engineering Engineering Supply Consultancy services for the above named works in conformity with the contracts being awarded to contractor up to the stage of completion of works.
2. We undertake, if our proposal is accepted, to:
 - a. Furnish performance Security deposit 5 % of value of the Design Engineering and Manufacturing of the equipment.
 - b. Enter into Contract Agreement within Fifteen (15) days of issue of Letter of Award.
3. Unless and until a formal agreement is prepared and executed, *this* proposal together with your written acceptance thereof shall constitute a binding contract between us.

4. I/We (Name of the Consulting Firm) submit herewith our Proposal for selection of our firm/organization as Consultancy for the above mentioned Project. The submission comprises, separately of :
 - i) Technical bid
 - ii) Financial bid
5. Our Proposal is valid for 30 days from the last date of submission and the terms and conditions will be binding on us for this period.
6. We have not made any tampering or changes in the tender documents on which the tender is being submitted and if any tampering or changes are detected at any stage, we understand the tender will invite summary rejection and forfeiture of proposal security/ the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued
7. I/We understand that, the OTPL is not bound to accept any proposal that the OTPL may receive.

Yours faithfully,

.....

Signature of authorized signatory of bidding Company

(Seal)

Address:

.....

.....

ANNEXURE ABBREVIATIONS

AOC	Award of Contract
BG	Bank Guarantee
BOQ	Bill of Quantities
BRU	Bulk Reception Unit.
CGU	Clinker Grinding Unit
CPCB	Central Pollution Control Board.
Cr	Crores
CV	Curriculum Vitae
DCS	Distributed Control System
DD	Demand Draft
DG	Diesel Generator
DPR	Detailed Project Report
E & I	Electrical and Instrumentation
EP	Engineering Procurement
GA	General Arrangement
GST	Goods and Service Tax
HT	High Tension
ID	Identity
IDC	Interest During Commissioning
ISO	International Organization for Standardization
KM	Kilo Meter
KN	Kilo New
LOA	Letter of Award
LSTK	Lump Sum Turn Key
LT	Low Tension
MCC	Motor Control Centre
MOEF	Ministry Of Environment and Forests
MT	Metric Ton
MV	Medium Voltage
NEFT	National Electronic Fund Transfer
NIT	Notice Inviting Tender
OPC	Ordinary Portland Cement
P& L	Profit & Loss
QMS	Quality Management System
RC	Re Circulating
RCC	Reinforced Cement Concrete
RTGS	Real Time Gross Settlement
TDS	Tax Deducted at Source
ToR	Terms of Reference
TEFR	Techno Economic Feasibility Report
TPH	Tons per Hour

ANNEXURE CORPORATE INFORMATION OF BIDDER

1. (a) Name:
- (b) Country of incorporation:

- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business:
2. Details of individual(s) who will serve as the point of contact / communication for OTPL within the company:
- (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-mail address:
 - (g) Fax Number:
3. Name, designation, address and phone numbers of authorized signatory of the Bidder:
- a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone No:
 - e) Fax No:
4. Financial Strength (for the last three years: (The turnover of the consultancy division alone has to be shown. For firms having different operations like consultancy, machinery manufacture, erection, commissioning etc, the turnover of the consultancy division has to be given separately.

Sl No	Particulars	Year1	Year 2	Year3
a)	Turnover			
b)	Net profit			

ANNEXURE FORM OF AGREEMENT

(SAMPLE AGREEMENT)

MODEL CONTRACT AGREEMENT

This CONTRACT (hereinafter together withappendices attached hereto called the Contract) is made onday of2017 between **OTTATHIGAL INDIA PVT Ltd** on the one part (hereinafter called **OTPL**) and M/s..... (hereinafter called the **Consultant**) on the other part (Notwithstanding such association, the Consultant will be represented hereunder at all times by which will retain full and undivided responsibility for the performance of the obligations hereunder and for satisfactory completion of the consulting services to be performed hereunder.)

WHEREAS **OTPL** has requested the Consultant to provide “**Consultancy services for Design and Engineering for setting up White Cement Plant at SIPCOT, THIRUNALVELI**”

WHEREAS the Consultant has agreed to provide the services in accordance with the Terms of Reference and all Conditions set forth in this contract.

WHEREAS the OTPL has accepted the Proposal of the Consultant and WHEREAS the Consultant has deposited a sum of Rs. (Rupees.....) as Performance Security in the form of Bank Guarantee for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a. The Proposal Document for “**Consultancy services for Design and Engineering for setting up White Cement plant at SIPCOT, THIRUNALVELI** ” as issued by the OTPL.
 - b. All amendments to the proposal document for “**Consultancy services for Design and Engineering for setting up WHITE Cement Plant and Logistics Hub at SIPCOT, THIRUNALVELI** as issued by **OTPL** prior to submission of bids, queries of bidders, if any.
3. Award letter issued by the OTPL vide No..... dated and all correspondence exchanged between OTPL and the Consultant up to the date of award letter as specifically referred to in the said award letter.
4. In consideration of the payment to be made by OTPL to the Consultant as herein after mentioned the Consultant hereby covenants with OTPL to execute and complete the works in conformity with in all respects with the provisions of the contract.
5. The OTPL hereby covenants to pay the Consultant in consideration of the completion of the works the counterpart charges in the manner prescribed in the proposal document and accepted by the Consultant.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be here unto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Binding Signature of
Ottathingal India Pvt Limited

Binding Signature of
Consultant

Witness:

1

2

Witness

1

2

Note: The Agreement is to be executed on “KERALA STAMP PAPER” of minimum value of Rs. 500/-
)

Ottathingal India Pvt Limited *reserves the right to modify the agreement suitably.*

01. The undersigned taking into consideration that

- a. a Work Order No.has been issued dated.....by M/s. Ottathingal India Pvt Ltd , Room No IX/12357 H ,Murikkal Road,Ullanam PO Parappangadi, Malappuram , Kerala 6763403 (hereinafter referred to as 'Buyer') to..... (Hereinafter referred to as 'Contractor') as described in the said Work Order for a total contract price of Rs..... (Rupees.....only)
- b. the 'Buyer requires from the 'Contractor' a guarantee amounting to% of the contract price amounting to Indian Rs..... (Rupees.....only) as security for the due performance of contract by the Contractor of his obligations as set out in the Work Order.

DECLARE

02. that in fulfillment of the above mentioned obligations of the contract, we undertake irrevocably, unconditionally and without reserve regardless of any objections and protests by the Contractor and expressly refusing any profit in or becoming party to any dispute or termination of the said contract to pay on demand to the Buyer without any demur a sum amounting to a maximum of Rs..... (Rupees..... only).
03. that any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. This guarantee comes into force on the date hereon and remains in full force and effect to
04. that provided always that, weunconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year at a time within two months before the expiry of the period or extended period of the guarantee as the case may be on being called upon to do so by the Buyer. If the guarantee is not renewed or the period extended on demand, we shall pay the Buyer the full amount of the guarantee on demand without demur.
05. that wefurther agree with the Buyer that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or any of the powers exercisable by the Buyer against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any variations or extension being granted to the said Contractor or for any forbearance act or omission on the part of the Buyer or any indulgence by the Buyer to the said Contractor or by any such matter or thing whatsoever under the law relating to sureties would but for these provisions have effect of so relieving us.

Yours faithfully,

For Bank

(Full Address)

ANNEXURE CHECK LIST

-CHECK LIST FOR DOCUMENTS TO BE UPLOADED

SL. NO	DOCUMENT	YES/ NO
COVER 1		
1	Tender Document downloaded and filled in with relevant details and signed on each page	
2	Declaration letter by the bidder as per Annexure	
3	Profile and organizational structure of firm as per Annexure	
4	List of competent persons in the firm and details about their technical expertise as per Annexure	
5	Details of previous experience of the firm to meet the prequalification criteria along with supporting documents as per as per Annexure	
6	Audited annual financial statement & Balance sheet and P & L Statement certified by chartered accountant	
7	PAN and Service Tax Registration Details	
8	Authorization for signing the Tender Document or Power of Attorney	
9	Organizational Chart illustrating the Structure of the Work Team	
10	Write up on Technical approach, methodology, work plan, Organization and staffing	
COVER 2		
1	Duly filled in Price bid format as given in Section 8	

ANNEXURE -GA OF THE PROJECT SITE

SIPCOT INDUSTRIAL GROWTH CENTRE
GANGAIKONDAN

PLOT No. : B-1
VILLAGE : PIRANCHERI
SUREVEY No(s): 1599pt., 1600pt., 1601pt.

EXTENT : 3.94 Acre.
TALUK : THIRUNELVELI



Note:
All dimension are in M
Scale 1: 2000

ANEXURE-PROJECT IMPLIMENTAION SCHEDULE

No	Activity	1	20	10	30	30	15	7	25	30	10	4	3	2	2
1	AOC on 01.2.2018														
2	Designs are Finalised and the drawings are ready for passing to the Civil contractor for foundation to start														
3	Tenders for Civil Contractors made ready and floated the tender& Work awarded by OTPL														
4	Freeze the machinery and Electrical and instrumentation drawings submit it for manufacturing/Out sourcing of machineries														
5	Tender for Machinery /duct/ Silo erection by OTPL														
6	Machinery manufacturing Complete at manufacturing Unit & inspetion by OTPL														
7	Supply of Machinery at SIPCOT Thirunalveli														
8	Machinery Erection including E&I by OTPL contractors. SUPERVISING BY Design consultancy														
9	Trial Run & Commissioning														
10	Performance guarantee Test are on all machinery installed														
11	Achivements of Perfomance guarentee for the Machinery.														

