



Projects & Development India Limited

(A Govt. of India Undertaking)

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CIN:U74140UP1978GO1028629

INVITATION TO BID

To : Open Vendor	ITB Number	11/PNMM/E/4802/2017-18/100923
	Type of Bid	Two part
	Type of Opening	Public Opening
	Date of Issue	11.07.2017
	Bid Closing Date	25-07-2017 Time : 11:30:00 AM
	Tech. Bid Opening Date	26-07-2017 Time : 03:30:00 AM
	Price Bid Opening Date & Time	TO BE INFORMED LATER ON
	Venue of Bid Opening	PDIL BHAWAN,A-14, SEC-1, NOIDA
	Earnest money Deposit	RS.18000/-
	Delivery/Completion Period	(REFER CL.6.0 OF ANNEXURE-III)

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals & Fertilizers. PDIL invites bid in sealed cover addressed to Addl. General Manager&H.O.D (M.M), ITB reference no. and bid closing date & time duly super scribed on the cover for the under mentioned job, subject to the terms and conditions and scope of work attached here in.

SL. No.	Material/HSN Code/ SAC Code	Description	Quantity	Unit
10		statutory inspection, testing of bullets and Horton spheres at MRPL, Mangalore.	1	AU

For & on behalf of
Projects & Development India Ltd.

(F. R. Sahu)

Addl. General Manager (MM)

ENCL :

- 1)Pre-Qualification Criteria-Annexure-I,2)Instruction To Bidders-Annexure-II,3)GeneralConditionsofContract-Annexure-III
- 4)GeneralConditionsofContract-Annexure-III,5)PriceSchedule-Annexure-V,6)Check List-Annexure-VI,
- 7)Declaration-Annexure-VII,8)RTGS Format-Annexure-VIII,9)PBG format-Annexure-IX

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ANNEXURE-I**PRE-QUALIFICATION CRITERIA (PQC)**

1. Experience of having successfully completed similar works during last 7 years up to the date of issue of this ITB. In support of the same the vendor shall submit copy of Purchase Order/ Work Order along with completion certificate indicating the order value either of the following.
 - i) One similar completed work costing not less than the amount equal to Rs. 11.50 Lakh.
or
 - ii) Two similar completed works each costing not less than the amount equal to Rs. 7.19 Lakh.
or
 - iii) Three similar completed works each costing not less than the amount equal to Rs. 5.75 lakh.

The similar work means: TO PROVIDE METALLIC SCAFFOLDING AND ALLIED SERVICES FOR STATUTORY INSPECTION & HYDRO TESTING OF MOUNDED BULLETS/SURFACE BULLETS/HORTON SPHERES AS PER SMPV RULES.

2. Average Annual financial turnover during last 3 Financial years, ending 31st March 2017 should not be less than Rs.4.32 Lakh.

In support of the above financial criteria, the bidder shall submit copies of Balance sheet and P&L Account (Audited / Certified copy by Chartered Accountant).

ANNEXURE-II**INSTRUCTION TO BIDDERS**

- 1.0 A bidder who meets the Pre-Qualification Criteria (PQC) as per ITB and intends to quote against this ITB may download the bidding document from PDIL **website** <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/cppp> and submit the Bid complete in all respect as per terms & conditions of contract on or before the bid closing date and time.
- 2.0 **Submission of Bids**: Bids shall be submitted as detailed below:
- 2.1 Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>)
- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
 - 2) Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
 - 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
 - 4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
 - 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
 - 6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.
 - 7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro’ them carefully and then submit the documents as asked, otherwise bid will be rejected.
 - 8) If there are any clarifications, this may be obtained online thro’ the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
 - 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / SmartCard to access DSC.

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- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the sits, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. this will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 19) The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

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- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. the bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

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2.2 Bidders are required to submit their bids under three envelopes as detailed below:

Envelope (A) : EMD

1) Earnest Money Deposit (EMD) as per Cl. 6.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

2) Annexure-VIII, Format of Bank Details (RTGS) for on line payment, all the details duly filled in.

Envelope-B: Un-priced Technical and Commercial Bid which comprises the following documents:

- a. Documents in support of 'Pre-Qualification Criteria' as per Annexure-I, attached.
- b. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexure duly filled in.
- c. **Price Confirmation Copy** - A copy of Priced offer (Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item shall be submitted
- d. Copy of Check List as Annexure-VI enclosed, duly filled by the bidder making all the points clear and not leaving any voids.
- e. Photo copy of PAN card.
- f. **GSTN No. of your company and HSN / SAC Code for the item to be quoted.**
- g. Any other document as per the requirement specified in the ITB

Envelope-C: Price Bid

Price Schedule as per Annexure-V with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

3.0 Opening of Bids

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

4.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

ANNEXURE-II**5.0 Price Evaluation Criteria**

Price Evaluation of Bids shall be done considering the quoted prices by the bidder in the Price Schedule i. e Annexure-V along with taxes and duties, on overall lowest bidder considering the CENVAT benefit to PDIL.

In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '- ' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Price Schedule may result into rejection of bid.

6.0 Earnest Money Deposit (EMD)

Earnest money deposit shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd', Noida. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSE registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank of the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder
OR
- b) In the case of successful bidder, if the bidder fails to accept the order
OR
- c) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid.]

7.0 Validity of Bids:

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

8.0

If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

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- 9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
- 10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.
- 12.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
- a) to cancel the tender without reference to the bidders.
 - b) to postpone the due date and time.
- 13.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 14.0 ~~**SITE VISIT:** If needed, Bidder can visit site (PDIL) before quoting their rates~~
- 15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.
- 16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract
- 17.0 Bids must be submitted on or before the closing date and time well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

ANNEXURE III

GENERAL CONDITIONS OF CONTRACT (GCC)**1.0 Scope of Contract**

Shall be as per 'Scope of job' and 'Price Schedule, attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

3.0 Price Basis : Duly executed the required job at M/s MRPL, Refinery, Mangalore.**4.0 Taxes and duties**

- 4.1 All applicable taxes & duties shall be paid at actual at the prevailing rate only. However, Rate of taxes as applicable should be indicated in the 'Price Schedule'.
- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract, shall be paid at actual on production of documentary evidence.
- 4.2.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O/Contract and amendment(s) there to.
- 4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O/Contract, shall accrue to PDIL's a/c.
- 4.3 The Contractor has to submit / furnish all necessary documents / information to enable PDIL claim CENVAT in respect of GST / Countervailing Duties, if any.
- 4.4 PDIL shall not issue any form other than Form-38 i.e. Road Permit, if required, on written request by the Contractor.
- 5.0 **Effective date of Contract/ P.O:** ~~Date of award of contract.~~ (Not applicable)

6.0 Time Schedule :

i) Mobilization Time : 10 days from the date of intimation by PDIL.

ii) Completion Time :

- For Bullets: 50 days from the date of handing over of each Bullet by PDIL.
- For Sphere: 35 days from the date of handing over of each Bullet by PDIL.

6.1 Contact Person/Operation of Contract: The contract shall be operated by AGM &HOD (Insp. & NDT) PDIL, NOIDA or his authorized representative at the following address:

S.P.Sinha.

Addl. General Manager &HOD (Insp. & NDT)

Projects & Development India Ltd.

A-14 , Sector 1, NOIDA - 201 301

Tel: 0120 – 2529931, Fax: 0120 - 252 9801

e-mail: spsinha@pdilin.com

ANNEXURE III**7.0 Payment Terms**

100% payment shall be released, within 30 days after completion of job for each Bullet/Horton Sphere on submission of running bill(s) by the contractor duly certified by HOD (Inspn. & NDTs).

The above payments shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's first Bill(s)

All payments will be made by account payee cheque or direct transfer in bank account through RTGS

7.1 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 Security Deposit

Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.

8.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover completion period.

Bank Guarantee (BG) for Security Deposit shall be entertained for value \geq Rs 1.00 lac. PBG shall be valid to cover completion period plus three (03) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure-VII.

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

8.2 ~~In case of ARC, Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.~~**8.3 No interest shall be payable on Security Deposit.****8.4 PDIL Noida, however, reserves the right to encase/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.****8.5 Security deposit shall be refunded after 30 days of completion of Contract on the certification of Engineer In Charge for due fulfillment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.****9.0 Price reduction clause ; Refer Clause No. VII of 'Scope of Job', Annexure-IV herein.**

ANNEXURE III**10.0 Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

11.0 Statutory obligation and Safety Rules

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non –compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

12.0 Termination

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.

13.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 Arbitration

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time. However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either

ANNEXURE III

party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

15.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

ANNEXURE - IV

SCOPE OF JOB

JOB: To provide metallic Scaffolding & Allied Services for Statutory inspection & Hydro testing of LPG Mounded Bullets (3 Nos.) and Propylene Spheres (3 Nos.) as per SMPV Rules at MRPL Refinery, Mangalore

CLIENT: MRPL Refinery, Mangalore

Technical specification:**LPG Bullets**

Tag no:	FB7039A,FB7039B & FB7039C
Quantity	03 nos
Volume (m3)	3000 (each)
I.D. (mm)	8000
Length (mm) (approx.) TL to TL	63000
Overall length (approx.) (mm)	71000
Material of Construction	SA 516 Gr 60
Shell Thickness (mm)	46 mm
Design Pressure (kg/cm ² g)	15 kg/cm ² g at top
Hydrotest Pressure (Kg/cm ² g)	18.88kg/cm ² g

3 no's of Propylene Spheres of Diameter 17.50 Mtrs

Tag no:	FB 7050, FB7051A& FB7051B
Capacity	2800 m ³
Diameter	17.5 meters
Hydrotest Pressure (Kg/cm ² g)	28.1kg/cm ² g (design pr. 22.5kscg)

A tentative schedule of release of LPG bullets and Propylene spheres for inspection is as follows:

Bullet:

Bullet no: FB7039A: Feb□2018

Bullet no: FB7039B: Nov□2018

Bullet no: FB7039C: June□2018

Sphere:

Sphere no: FB7050: September□2017

Sphere no: FB7051A: July□2018

Sphere no: FB7051B: Apr□2018

ANNEXURE - IV**I. DETAILED SCOPE OF WORK (Bullets- 3Nos.)****A. Degassing:**

1. Water shall be filled in to the bullet through the inlet and allowed to overflow for sufficient time. Necessary preparations for this activity shall be in the scope of MRPL.
2. The water shall then to be drained. Mill scale/rust, if any shall be trapped using rust arrestor and collected for burial. After emptying, the bullet shall be left for free venting for a minimum of 24 hours.
3. Entry inside the bullet shall be done only after vessel entry permit is issued by MRPL. All safety regulations shall be followed by the inspecting agency without any deviation.
4. Inside of the vessel is to be cleaned and thoroughly scrapped with brass wire brushes after erecting scaffolding. Necessary preparations for this activity shall be in the scope of the agency.
5. The deposits of mud/ rust are to be collected into the box containing water, so as to keep the contents in wet condition and preventing auto-ignition of Pyrophoric compounds. This box shall be buried by the inspecting agency as per MRPL instructions at specified location.

B. Scaffolding:

1. Location of Scaffolding: The following shall be in the scope of the agency
 - (a) All scaffolding work/safe access inside the bullet to access the total surface from inside.
 - (b) Scaffolding work outside the bullet for inspection of nozzles, piping up to first isolation valve.
 - (c) Scaffolding for inspection of pipe and welds of Inlet/Outlet line.
2. Scaffolding inside as well as outside the bullet should be constructed using steel tubular pipes, grating etc. Usage of flammable materials like wooden planks, bamboos etc. are not permitted.
3. Minimum of 40mm dia. Steel pipes should be used for making the scaffolding. The height between two horizontal members of the pipes should be between 400mm and 500 mm to ensure ease and safely climbing up or down by the inspecting personnel.
4. Working platform of stages is to be made by using steel/aluminium perforated sheets/grating and the same are to be secured firmly. These platforms should be provided in such a manner that it should facilitate visual inspection & NDE of circumferential and longitudinal weld joints
5. A clear gap of 50 to 70 mm should be maintained between the edge of scaffolding pipes and sidewall of the shell. Care shall be taken to avoid any damage to the shell while handling scaffolding material
6. A dummy plate shall be provided on bottom of each scaffolding pipe to protect internal surface of bullet.
7. Suitable rigid ladder shall be provided for landing on the platform/ stage under manhole.
8. Scaffolding shall be removed after completion of inspection and NDE only with approval from MRPL prior to box up of the Bullet

The complete work required for scaffolding, including 100% supply of required scaffolding material is in the scope of Contractor.

C. Cleaning: Cleaning of bullet internal surfaces, Removal of internal coating from welds and HAZ and cleaning for conducting UFD and WFMPI by buffing or manual wire-brushing or any other suitable method etc, will be carried out by the Contractor. All materials & manpower required for cleaning is in the scope of Contractor

D. Radiography:

If required carrying out spot radiography on welds on bullet including nozzles, connected-piping or any other location in mounded bullets for suspected weld defects as per procedure confirming to BS - 2600 or ASTM E 89, E 142, E746, E 1032. Size of each spot to be radio graphed is 6" x 12". MRPL shall provide the address and contact persons of agencies that provide this service in Mangalore. The agency shall directly deal with them as and when necessary.

ANNEXURE - IV**E. Hydro testing:**

MRPL shall subject the bullets to hydraulic-testing and such testing is in the scope of the contract. Safety relief valves, instruments & mounting connected to the bullet have to be removed and openings are to be blanked off with blind flanges of appropriate ratings prior to hydraulic testing. If requested, the agency shall submit a detailed procedure for hydro test of bullet for approval from MRPL. **Supply of gaskets, blanks, fasteners for hydrotest will be in MRPL scope.** The following shall broadly be the test procedure:

1. Settlement readings of the empty bullet shall be taken before commencement of water filling. Water filling shall commence from the bottom of the bullet. After reaching 25% level, settlement readings shall be immediately taken. A stabilization time as per the engineer-in-charge shall then be given for the bullet. Subsequently, settlement readings shall then be taken again. The two sets of readings shall be analysed and if found satisfactory, filling shall continue to next stage.
2. After every additional 10% of water capacity, settlement readings as described above (two sets of readings at each level with stabilisation period) shall be taken. After completion of filling to 100% and completion of two sets of settlement readings at 100% level, the bullets shall be pressurised to Hydro test pressure.
3. During pressurisation, the pressure shall be raised up to 50% of the test pressure, held for 30 minutes and then gradually raised in the steps of 10% up to the test pressure. Pressure to be retained for minimum period of one hour to check the bullet for leakage/sweating/pressure drop if any. Minimum two pressure gauges should be provided for each vessel, one at top of the bullet and other at ground level. Calibrated pressure gauges with valid calibration certificates shall be used for the same.
4. The measurement of settlement readings at 0%, 50% (02 sets) and 100% (02 sets) and after complete draining shall be carried out using Total station only. Measurement of settlement readings using Total station shall be in MRPL scope. The balance readings can be taken using water level in transparent tube. The same is in the scope of the agency.
5. After testing, water is to be drained in a controlled manner. Mill scale / rust etc, if any, is to be arrested by providing rust arrestors and the same is to be buried in a suitable place in the green belt of the plant.
6. Safety relief valves testing will be carried out by MRPL. Rigging involved to shift the Valve to workshop for calibration shall be done by MRPL.
7. Detailed report in the proforma as prescribed under SMPV rules and duly certified by Inspecting Agency shall be submitted after the end of the work
8. After completion of inspection all the fittings / mountings including safety relief valves, high and low level alarms, pressure gauges, level gauges, differential gauges etc are to be refitted. Gaskets, bolts etc, if required for refitting will be provided by MRPL.
9. Water required for filling / testing will be made available from nearby tap off point. The Inspecting Agency engaged shall make arrangements by filling the vessel, disconnecting the pipelines, blind flanges, slip on flanges, pressure gauges, hydro test pumps, pipes etc for raising and pressurising and draining the water as directed
10. All labour / tools / tackles / equipment and expertise required for the above jobs are to be arranged by Inspecting Agency engaged for the job. Electrical point/cables will be provided by MRPL.

ANNEXURE - IV**II. DETAILED SCOPE OF WORK (SPHERES - 3Nos.)****A. Degassing:**

1. Water shall be filled in to the sphere through the inlet and allowed to overflow for sufficient time. This shall be in the scope of MRPL.
2. The water is then to be drained. Mill scale/rust, if any shall be trapped using rust arrestor and collected for burial. After emptying, the sphere shall be left for free venting for a minimum of 24 hours.
3. Entry inside the sphere shall be done only after vessel entry permit is issued by MRPL. All safety regulations shall be followed by the inspecting agency without any deviation.
4. Inside of the sphere is to be cleaned and thoroughly scrapped with brass wire brushes after erecting scaffolding.
5. The deposits of mud/ rust are to be collected into a container and care shall be taken for preventing auto-ignition of pyrophoric compounds. This container shall be buried as per MRPL instructions at specified location.

B. Scaffolding:

1. Location of Scaffolding: The following shall be in the scope of the agency
 - (a) All scaffolding work/safe access inside the sphere to access the total surface from inside.
 - (b) Scaffolding work outside the Sphere for inspection of nozzles, piping up to first isolation valve.
 - (c) Scaffolding for inspection of pipe and welds of Inlet/Outlet line.
 2. Scaffolding inside as well as outside the sphere should be constructed using steel tubular pipes, grating etc. Usage of flammable materials like wooden planks, bamboos etc. are not permitted.
 3. Standard scaffolding pipes of 40mm dia. Steel pipes should be used for making the scaffolding. The height between two horizontal members of the pipes should be between 400mm and 500 mm to ensure ease and safely climbing up or down by the inspecting personnel.
 4. Working platform of stages is to be made by using steel/aluminium perforated sheets/grating and the same are to be secured firmly. These platforms should be provided in such a manner that it should facilitate visual inspection & NDE of circumferential and longitudinal weld joints
 5. A clear gap of 50 to 70 mm should be maintained between the edge of scaffolding pipes and sidewall of the shell. Care shall be taken to avoid any damage to the shell while handling scaffolding material
 6. A dummy plate shall be provided on bottom of each scaffolding pipe to protect internal surface of sphere.
 7. Suitable rigid ladder shall be provided for landing on the platform/ stage under manhole.
 8. Scaffolding shall be removed after completion of inspection and NDE only with approval from MRPL prior to box up of the sphere.
- The complete work required for scaffolding, including 100% supply of required scaffolding material is in the scope of Inspecting agency selected through tendering process.

C. Cleaning: Cleaning of Sphere internal surfaces, Removal of internal coating from welds and HAZ if required and cleaning for conducting UFD and WFMP by buffing or manual wire-brushing or any other suitable method etc, will be carried out by the Contractor. All materials & manpower required for cleaning is in the scope of Contractor

ANNEXURE - IV**D.Radiography:**

If required carrying out spot radiography on welds on spheres including nozzles, connected-piping or any other location in the spheres for suspected weld defects as per procedure confirming to BS - 2600 or ASTM E 89, E 142, E746, E 1032. MRPL shall provide the address and contact persons of agencies that provide this service in Mangalore. The agency shall directly deal with them as and when necessary.

E. Hydrotesting:

MRPL shall subject the spheres to hydraulic testing and such testing is in the scope of the contract. Safety relief valves, instruments & mounting connected to the sphere have to be removed and openings are to be blanked off with blind flanges of appropriate ratings prior to hydraulic testing. If applicable, the agency shall submit a detailed procedure for hydro test of sphere for approval from MRPL. Supply of gaskets, blanks, fasteners for hydrotest will be in MRPL scope. The following shall broadly be the test procedure:

- Settlement readings of the empty sphere shall be taken before commencement of water filling. Water filling shall commence from bottom of the sphere. After reaching 25% level, settlement readings shall be immediately taken. A stabilisation time of 08 hours shall then be given for the sphere. Subsequently, settlement readings shall then be taken again. The two sets of readings shall be analysed and if found satisfactory, filling shall continue to next stage.
- After every additional 10% of water capacity, settlement readings as described above (two sets of readings at each level with stabilisation period) shall be taken. After completion of filling to 100% and completion of two sets of settlement readings at 100% level, the sphere shall be pressurised to Hydro test pressure.
- During pressurisation, the pressure shall be raised up to 50% of the test pressure, held for 30 minutes and then gradually raised in the steps of 10% up to the test pressure. Pressure to be retained for minimum period of one hour to check the sphere for leakage/sweating/pressure drop if any. Minimum two pressure gauges should be provided for each sphere, one at top of the sphere and other at ground level. Calibrated pressure gauges with valid calibration certificates shall be used for the same. Gauges will be supplied by MRPL.
- The measurement of settlement readings at 0%, 50 % (02 sets) and 100% (02 sets) and after complete draining shall be carried out using a Total station only. Measurement of settlement readings using Total station is in MRPL scope. The balance readings can be taken using a water level in a transparent hose. The same is in the scope of the agency.
- After testing, water is to be drained in a controlled manner. Mill scale / rust etc, if any, is to be arrested by providing rust arrestors and the same is to be buried in a suitable place in the green belt of the plant.
- Safety relief valves testing will be carried out by MRPL. Rigging involved to shift the Valve to workshop for calibration shall be done by MRPL. Witnessing calibration of safety relief valve shall be in the scope of inspecting agency.
- Detailed report in the proforma as prescribed under SMPV rules and duly certified by Inspecting Agency shall be submitted after the end of the work
- After completion of inspection(with or without Hydrotest as the case may be) all the fittings / mountings including safety relief valves, high and low level alarms, pressure gauges, level gauges, differential gauges etc are to be refitted. Gaskets, bolts etc, if required for refitting will be provided by MRPL.
- Water required for filling / testing will be made available from nearby tap off point. The Inspecting Agency engaged shall make arrangements by filling the vessel, disconnecting the pipelines, blind flanges, slip on flanges, pressure gauges, pumps, pipes etc for raising and pressurising and draining the water as directed.
- All labour / tools / tackles / equipment and expertise required for the above jobs are to be arranged by Inspecting Agency engaged for the job. Electrical point/cables will be provided by MRPL.

ANNEXURE - IV**III) General Conditions/Instructions**

A. Prior to commencement of job, the agency shall submit a bar chart of the various activities with a detailed time frame for the approval of the Engineer in charge.

B. The successful bidder shall depute at least one supervisor at site (other than the deployed personnel for inspection services of Bullets, without any extra cost payable by MRPL) during the execution of the job. The supervisor shall have basic qualification to understand and communicate with the EIC/ Engineer nominated by EIC. He shall make himself fully conversant with the location, procedures and the type of job to be carried out therein, so that he clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time.

D. In order to complete the job expeditiously, adequate number of technicians should be deployed to undertake the subject job. The job is planned to be carried out in general shift hours (9.00 am to 5.15 pm). The working hours shall be extended on a daily basis if required up to 10pm (2200hrs) as per instructions of engineer in charge to meet the time schedule. No extra charges are payable for work carried out beyond 17.15hrs till 22.00 hrs. If required agency shall arrange two shifts of personnel.

E. Daily progress report indicating quantum / type of work performed shall be submitted to the Engineer – in – charge in a format that is approved by Engineer in charge (EIC).

F. All the above jobs must be carried out strictly as outlined in the standard technical specifications enclosed.

G. Estimated quantities indicated in the schedule are tentative only and minor variations are possible to suit actual site conditions.

H. Above jobs are inclusive of all labour, tools, tackles, equipment etc.

I. Job includes cleaning the vessel from inside as well as surface preparation for various NDT tests.

J. Water, air and electric power will be provided by MRPL at suitable point near the vessel free of cost. Further arrangements have to be made by the contractor at his own cost.

K. The pneumatic operated exhaust fan required for proper ventilation to carry out the jobs inside the bullet shall be in the scope of the successful bidder. Plant air connection for the operation of exhaust fan is in MRPL scope.

L. Transport to & fro MRPL and transport within the refinery is in the scope of the contractor. The vehicles used by the contractor will have to conform to the safety requirements of MRPL.

M. Fulfilling all statutory obligations as per applicable labour law requirements like Provident Fund, ESI, minimum wages, workmen compensation etc.

IV. Safety:

While carrying out the job within the premises, contractor shall abide by all safety norms, statutory rules, and guidelines as provided under Factories act, Petroleum Act / rules, SMPV rules and other statutes in force at that location at the time of execution of the subject job. Inspecting Agency shall also abide by the instructions given from time to time by MRPL to ensure safety of the personnel and plant. All Lifting tools and tackles proposed to be used by the contractor at site are to be certified by an organization / person declared as competent person by applicable statutory body .The contractor shall equip his personnel with personal protection equipment (PPE) like industrial safety shoes, helmets, safety belts etc. and ensure that the PPEs are worn by the contractor's personnel at work. The contractor shall adhere to MRPL's work permit system, any directions from MRPL with respect to use of PPEs or other safety measures / procedures and to MRPL's security rules and regulations while executing the contract.

ANNEXURE - IV

V. PROPOSED SEQUENCE OF WORKS FOR BULLETS/SPHERES: The broad sequence of activities is:-

A. Decommissioning: As part of decommissioning, the Mounded bullets/Sphere will be emptied out and degassed by MRPL prior to handing over for man entry.

B. Preparatory works: Opening of Man ways, Removal of appurtenances, Erection of scaffolding inside bullet/spheres, Cleaning of bullet/sphere internal surfaces, Removal of internal coating from welds and HAZ and cleaning for conducting UFD and WFMPI by buffing or manual wire-brushing or any other suitable method etc, will be carried out by the Contractor. All materials & manpower required for scaffolding is in the scope of Contractor selected through this tendering process.

C. Hydraulic testing:

MRPL shall subject the bullets/spheres to hydraulic-testing and such testing is in the scope of the contract.

VI. Miscellaneous:

a. MRPL intends to consume the entire quantity specified in the work order. However, no minimum quantity is guaranteed for consumption. The job may be called off at any occasion based on the instruction of EIC MRPL and the same shall be final and binding on the contractor.

b. 2-3 skilled workers to be provided to assist the NDT Team.

VII. Price Reduction Schedule ((PRS) of each Bullet/Sphere: If the successful tenderer commits any default or breach of terms and conditions of the work order to be placed on them or fail in the due performance thereof within the time fixed by Engineer in Charge and don't complete the entire supplies /work on the stipulated due date PDIL shall be entitled to recover from the successful tenderer by way of compensation or PRS and amount calculated at the rate ½% value of the contract price of each bullet/sphere subject to a maximum of 5% of value of the contract of each Bullet /Sphere.

VIII. Payment Terms : Payment shall be made on completion of the job for each Bullet/Horton Sphere.

IX. Time of completion:

1. For Bullets – 50 Days from the date of handing over of each Bullet by PDIL.
2. For Sphere – 35 Days from the date of handing over of each Sphere by PDIL.

X) MOBILIZATION PERIOD:

10 Days from the date of Intimation by PDIL.

ANNEXURE-V

SCHEDULE OF RATES

PART-A (1): FOR BULLET NO: FB7039A/B/C

SI No	Description	Item HSN/SAC Code	Unit	Qty.	Unit Rate (in Rs)	Total charges (in Rs.)
1 .	Mobilisation/Demobilisation charges for statutory inspection.		Each	3		
2 .	Scaffolding erection & Cleaning for statutory inspection as per tender condition.		Lump sum	3		
3.	Hydrotesting for statutory inspection.		Each	3		
4.	Total Charges excluding GST					
5.	GST @.....%					
6.	Total Charges including GST					

PART-A (2): FOR PROPYLENE SPHERE NO. FB7050 , FB7051 A AND FB7051B

SI No	Description	Item HSN/SAC Code	Unit	Qty.	Unit Rate (in Rs)	Total charges (in Rs.)
7.	Mobilization and Demobilization for statutory inspection.		Lump sum	3		
8.	Scaffolding erection and Cleaning for statutory inspection as per tender conditions		Lump sum	3		
9.	Hydro testing for statutory Inspection.		Lump sum	3		
10.	Total Charges excluding GST					
11.	GST @.....%					
12.	Total Charges including GST					

Total Charges including GST of {PART-A (1) + PART-A (2)} above Rs.....

Signature of Bidder :

Co's Name and Address : _____

GSTN No : _____

Date :

Stamp

ANNEXURE-V

SCHEDULE OF RATES

PART-B : OPTIONAL WORK

SI No	Description	Item HSN/SAC Code	Unit	Qty.	Unit Rate (in Rs)	Total charges (in Rs.)
1.	Radiography of bullet no: FB7039A/B/C for statutory inspection including mob/demob charges for radiography. Size of each spot to be radio graphed is 6" x 12".		Each	150		
2.	Radiography of weld joints (inches of film exposed) for propylene spheres FB7050, FB7051A and FB7051B to be carried out during statutory inspection of spheres		Inches	1500		
3.	Present applicable rate of GST @.....% (Extra)					

Note:

- i) Part B is optional and may be required as supporting test in case of defects observed if any in ND Testing as per applicable code during execution of job. Payment shall be made as per actual spots/inches of testing to be executed. **Charges/amount of optional item shall not be considered during bid/price evaluation.**
- ii) Bidders are required to quote their rate strictly as per above format.
- iii) Present applicable rate in %age and corresponding amount of GST and **HSN/SAC Code against each item** shall be indicated in the above Schedule of Rates.

Signature of Bidder :

Co's Name and Address : _____

Date :

Stamp

ANNEXURE-VI

CHECK LIST

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)

NAME OF BIDDER:

OFFER NO.:

ITEM: To provide metallic Scaffolding & Allied Services for Statutory inspection & Hydro testing of LPG Mounded Bullets (3 Nos.) and Propylene Spheres (3 Nos.) as per SMPV Rules at MRPL Refinery, Mangalore

Sl. No.	Description	ITB requirement	Bidder's confirmation/ acceptance/ comments
1	EMD: Rs. 18,000/- As per clause 6.0 of Annexure-II of ITB	To submit	
2.	Price basis: Duly executed the required job at M/s MRPL, Refinery, Mangalore	To confirm	
2.1	Firm price: Prices shall be firm till the Contract period. As per clause 2.0 of Annexure-III of ITB	To confirm	
3.	Paymen Terms: As per clause 7.0 of Annexure-III of ITB	To accept	
4.	Security Deposit: As per clause 8.0 of Annexure-III of ITB	To accept	
5.	Time Schedule :As per clause 6.0 of Annexure-III of ITB	To accept	
6.0	Validity: shall be 90 days from date of opening of technical bid. As per clause 7.0 of Annexure-II of ITB	To confirm	
7.0	<u>FOLLOWING DOCUMENTS (PHOTOCOPIES DULY SIGNED BY AUTHORISED SIGNATORY & STAMPED):</u> To be furnished along with un-priced techno-commercial bid.		
7.1	Required documents As Per Pre-Qualification Criteria (PQC) as Annexure-I of ITB	To furnish	
7.2	Photocopy of PAN card.	To furnish	
7.3	Copy of GST Registration Certificate	To furnish	
7.4	<u>Price Confirmation Copy</u> - A copy of Priced offer(Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties. To be filled in and submitted along with un-priced techno commercial bid.	To furnish	
8.0(A)	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate.	YES / NO.	
(B)	Whether the M S E Company is owned by SC / ST	YES / NO.	
10.0	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.	To accept	
11.0	Name, Designation, Telephone Nos. FAX No. and e-mail ID of contact person for this enquiry.		
It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.			

Signature Of Bidder:_____

ANNEXURE-VII

(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To ,

Projects and Development India Lid.

Noida – 201301

Subject : ITB No.Dt.

Sir ,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution .

Signature

Name :

Designation :

Seal of the Bidder.

ANNEXURE – VIII

DECLARATION FOR ONLINE PAYMENT

1.0	COMPANY/ FIRM DETAILS:	
1.1	Name of Company/ Firm:	
1.2	Address: Phone No. E-mail ID:	
2.0	BANK DETAILS:	
2.1	Name of the Bank	
2.2	Address of the Branch Telephone No.	
2.3	9 Digit Code number of the Bank and Branch appearing on the MICR cheque issued by the Bank	
2.4	11 Digit NEFT/IFSC Code of the Bank Branch	
2.5	Account Type (SB/CC/CA)	
2.6	Bank Account No.(as appearing on the Cheque)	
3.0	Permanent Account Number (PAN) Under Income Tax Act.	
4.0	Service Tax Registration Number	
5.0	Name of Authorized Signatory	
6.0	Contact Person Name	

SIGNATURE OF AUTHORISED SIGNATORY OF THE FIRM

NAME: _____

OFFICIAL SEAL _____

DATE: _____

Note: Please furnish the above declaration for online payment duly typed on the Company's Letter head, filled in, signed by the authorized person with your Company's Seal.

**SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)**

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/ company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s _____ (Seller) a Company incorporated in _____ and having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warrantees which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warrantees then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ` _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.

ANNEXURE – IX

Sheet: 2/3

2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to _____.

ANNEXURE – IX

Sheet: 3/3

11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to _____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.
IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.
THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of