



**The Vidarbha Co-operative Marketing Federation Ltd.**  
Ganeshpeth, Industrial Area, Nagpur - 440018

**Notice Inviting Tenders (NIT)**

**Invitation to Bid for conducting Environment Impact Assessment (EIA) and Risk Analysis (RA) Study for proposed Single Super Phosphate (SSP), Granular SSP, Granulated fertilizer mixtures (KDM) and Phosphate Rich Organic Manure (PROM) at KH. NO.28 OF MOUZA: MARJGHAT, P.H. NO. 13, TQ. UMRED, DISTRICT- NAGPUR owned by The Vidarbha Coop. Marketing Federation Ltd., Nagpur (VCMF)**

Sealed tenders are invited for above study as per enclosed NIT. The other details are as follows:

NIT NO:	VCMF/EIA RA/Fert/01
DATE OF ISSUE	03/07/2020
BID CLOSING DATE & TIME	17/07/2020 at 1700 Hrs.
Technical Bid Opening Date & Time	20/07/2020 at 1130 Hrs.
Price Bid Opening Date & Time	Preferably on 21/07/2020 at 1200 Hrs. OR Shall be intimated for any change thereof
Venue of Opening	VCMF, Head Office, Ganesh Peth, Nagpur – 440018, Phone No.: 0712 2971729,2754685
Type of Bid	TWO PARTS
Completion Period	Six Months
Earnest money Deposit (Refundable)	Rs 25,000.00 (Rupees Twenty Five Thousand only) through a DD, in the name of <b>The Vidarbha Cooperative Marketing Federation Ltd., payable at Nagpur</b>
Validity of Offer	120 (one hundred twenty) days from the closing date of submission of bid

Bids shall be submitted in two separate sealed envelopes super scribed with NIT No. within due date of opening duly signed by authorized representative on each page. Details are given below:

- Envelope - I : Earnest Money Deposit and Technical Bid (as per 3.0 of Instructions to Bidders )  
Envelope - II : Price bid only as per Annexure-1 of NIT

Following attachments with Annexure enclosed are part of Notice Inviting Tender:

Attachment-I	:	Special Terms & Conditions of NIT
Attachment-II	:	General Conditions of the NIT
Annexure-I	:	Price Schedule and Bid summary
Annexure-II	:	Brief Description of Proposed Plants
Annexure-III	:	Draft of Performance Bank Guarantee
Annexure –IV	:	Draft Contract agreement

- Bids received incomplete/late/unsolicited will not be entertained.
- **Technical Bid without EMD would be summarily rejected.**
- Bidder is required to go through the DOCUMENTS attached herewith thoroughly and ensure submission of his bid in time. It may be noted that the Bid Document is non-transferable.
- Please refer “INSTRUCTIONS TO BIDDERS” appended along with for details.
- Please address the bid and all communications w.r.t. the subject NIT to:

The Vidarbha Coop. Marketing Federation Ltd.,  
Ganesh Peth, Nagpur – 440018,  
Phone No.: 0712 2971729, 2754685.  
Email: vcmfhongp@gmail.com

## **INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

1.1 The Vidarbha Coop. Marketing Federation Ltd (hereinafter referred to as the Owner) invites the bids for the Work as described in scope of work. The bidder is requested to submit its bid in accordance with the terms and conditions of this enquiry, on or before the due date and time.

### **2.0 NIT NUMBER**

The NIT number mentioned on page-1 must appear in all correspondence and documents.

### **3.0 CONTENT OF BID**

The bid shall consist of the following: -

#### **Technical Bid**

- i) Name of the firm and complete address and contact numbers with e-mail.
- ii) Category of firm – proprietor/ partnership/ company.
- iii) Complete set of bid document duly filled in as prescribed in different clauses of this enquiry and duly signed by the bidder.
- iv) List of technical deviations, if any.
- v) Any other document/information required in terms of this enquiry or the bidder wishes to submit for strengthening its bid.
- vi) The Feasibility study shall be conducted by a team of experienced Technical Experts having in depth experience in Chemicals / Fertilizer Industry etc. The list of the technical experts experience in the relevant field of EIA & RA shall be submitted by the bidder along with the bid.
- vii) EIA consultant shall ensure that it meets all the requirements of MoEF for conducting EIA study.
- viii) The Bidder shall be submitting the experience in this field by submitting the copy of work order placed on him by various customers from large chemicals / Fertilizer Industry etc.
- ix) Commercial terms and conditions of the bid
- x) List of deviations to the terms and conditions of the enquiry.
- xi) Copy of PAN No. allotted by income tax authority.
- xii) Copy of GST registration.

NOTE: No commercial terms and conditions shall be mentioned in the price bid.

### **4.0 VALIDITY OF BID.**

The bid submitted by the bidder shall remain valid for acceptance for a period of 120 (One hundred and twenty) days from the date of opening of the bid. If the bidder withdraws the bid after intimation of acceptance, the owner shall have the right to forfeit the E.M.D.

### **5.0 GENERAL**

5.1 The bid should be complete in all respect. Any bid with incomplete documents / information shall be liable to be rejected.

5.2 The bid duly signed and stamped on each page shall be submitted either personally or be sent by Courier/Registered A.D. Post so as to reach on or before the stipulated date and time.

5.3 The bid received after the specified date and time will be liable to be rejected and returned un-opened.

5.4 The bidder shall set its bid in firm figures and without qualifications or variations or additions in terms of the enquiry document. In case the bid contains qualifying expressions such as subject to minimum acceptance or subject to prior sale or any other qualifying expressions incorporated in the terms and conditions in the bid at variance with the terms and conditions incorporated in the enquiry document such terms and conditions shall not be acceptable to the Owner, and the bid shall be liable to be rejected.

- 5.5 The bidder shall not be permitted to assign or subcontract the Work or any part of the awarded Work.
- 5.6 The Owner reserves the right to accept or reject any or all bids, in whole or in part, and to accept any other bid without assigning any reason, whatsoever, it may be.
- 5.7 The entire Work under the enquiry may be split up between two or more bidders or the Work may be awarded in part and not entirely, if so considered by the Owner.
- 5.8 Canvassing in any manner in connection with this enquiry and/or bidding is strictly prohibited and the bids submitted by the bidders who resort to canvassing shall be liable to rejection.
- 5.9 If any discrepancy is found between the rate(s) total amount given in words and figures or the total amount for the entire Work given in the bid, the following procedure shall be followed:
- a) When there is a difference between the rate given in figure and word, the rate which corresponds to the total amount given in the bid shall be taken as correct.
  - b) When the rate given in the bid in figure and word tallies but the total amount is incorrect, the rate given in the bid shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as given in the bid in the work shall be treated as correct and adopted.
  - d) In case of any totaling error, the same would not be taken cognizance of but the corrected total value shall be adopted.
- 5.10 All corrections and alterations in the bid should be signed in full by the bidder/authorized signatory with date. No over writing shall be permitted.
- 5.11 All signatures in the bid should be dated as well as all pages of all sections/annexure of the bid should be initialed at the lower right hand corner or signed wherever required in the bid by the bidder or by a person authorized to sign on behalf of the bidder before submission of the bid.
- 5.12 The information given in this enquiry and the plans and drawings forming part thereof are merely intended as general information without undertaking on the part of the Owner as to their accuracy and without obligations relative thereto upon the Owner. The bidders shall conduct their own survey and investigation prior to submitting its bid.
- 5.13 The bidder, before submitting its bid, shall acquaint itself and shall be deemed to have undertaken a thorough study of the proposed Work, the job site(s) involved, equipment availability, transport and communications facilities, and all other factors and facilities necessary or relevant for the preparation of the bid for the performance of the Work including supply of materials and/or labour (wherever applicable). No increase in price or other changes to its bid shall be accepted by the Owner due to the bidder's lack of information about the Work, site, availability of facilities, etc.
- 5.14 Bidder shall ensure that the rates quoted are workable and if necessary bidder shall furnish a break-up of the quoted rates on the request of the Owner.
- 5.15 All communication and correspondence with respect to this enquiry shall be addressed to:
- The Vidarbha Coop. Marketing Federation Ltd.,  
Ganesh Peth, Nagpur – 440018,  
Phone No.: 0712 2971729, 2754685.  
Email: vcmfhongp@gmail.com
- 5.16 The bid which do not fulfill any of the above conditions or incomplete in any respect are liable to be rejected. Conditional offer shall be summarily rejected.

## SPECIAL TERMS AND CONDITIONS OF NIT

### 1.0 BACKGROUND:

The Vidarbha Coop. Marketing Federation Ltd. (VCMF) hereinafter referred to as **OWNER**, is engaged in the business of agri inputs in Vidarbha and Marathwada regions of Maharashtra State. It has two granulated fertilizer plants located in Butibori, Nagpur and Amravati, each having capacity of 30,000 MT per annum.

### 2.0 OBJECTIVE:

The objective is to conduct Environment Impact Assessment (EIA) and Risk Analysis (RA) Study for proposed SSP/ Granulated fertilizer mixtures (KDM)/PROM fertilizer plant at Marajghat, Tq- Umred, Distt. Nagpur.

### 3.0 SCOPE OF WORK

The scope shall include the job to be executed for standard EIA and RA Study for Environment clearance of the projects. The EIA shall be based on data collection for proposed plant of owner at KH. NO.28 of Mouza: Marajghat, P.H. No. 13, TQ. Umred, District- Nagpur, Maharashtra State or any other activity required for furnishing of the report. Or any other activity/ report required to obtain Environment Clearance Certificate concerned State/ Central Authorities for setting up SSP/KDM/PROM fertilizer plant at proposed site including Consent to Establish (CTE) and Consent to Operate (CTO).

The scope of services for the project shall include technical assistance to VCMF/ owner for preparation of documents and coordination with statutory authorities for obtaining the required clearance for the project at proposed project site as stated above.

#### 4.1 Risk Analysis Study (RA)

Risk Assessment Study shall cover the assessment of fire/explosion hazard associated study in SSP/KDM/PROM plant.

##### 4.1.1 Risk Analysis Study shall broadly cover the following:

- Hazard Identification
- Consequence Analysis
- Probability Analysis
- General and Specific Recommendations

#### **Hazard Identification**

The objective of this analysis shall be to identify the following:

- Risk Prone Area.
- Various failure modes, causes & effects.
- Maximum Credible accident scenarios.

#### **Consequence Analysis**

The objective of this analysis shall be to quantify the overall damage potential of the identified hazardous events and the assessment of effects those events inside and outside the plant premises. Internationally accepted techniques and computer models are to be used for the consequence analysis.

#### **Probability Analysis**

The probability of failure of piping/valves and equipments etc in SSP Plant shall be judged as per international accepted data base.

#### **General and Specific Recommendations**

The recommendation shall include measures that should be taken to reduce the failure scenarios, leading to the accidents and mitigation measures necessary to be taken in the event of such scenario occurring.

#### 4.2 Environmental Impact Assessment (EIA)

The purpose of the Environmental Impact Assessment is to identify and evaluate the impacts (beneficial and adverse) of the proposed Feedstock Changeover of Ammonia Plant. It will provide information on the environmental implications including social, cultural and aesthetic concerns, and would be prepared on the basis of background pollution levels and environmental scenario vis-à-vis contributions of pollutants, Formulation of Environmental Management Plan (EMP) and other factors from the proposed Plant and shall cover all aspects required for requisite clearance of the projects.

The EIA would consider the post-project scenario and would address to the following basic factors:

- Meteorology and air quality
- Hydrology and water quality
- Solid wastes
- Noise and Vibration
- Flora and Fauna
- Cultural and Socio Economic Profile
- Sensitive Targets
- Transport systems
- Vegetal cover
- Site and its surroundings
- Treatment and disposal of wastes
- Occupational Safety and Health
- Recovery / reuse of wastes
- Environmental Management
- House keeping
- Human settlement, etc.
- **Formulation of Environmental Management Plan (EMP)**

##### 4.2.1 The scope of work consists broadly of but not limited to:

- A Generation of data for one season on baseline status (existing environmental setting) with respect to air, water, noise and soil.
- B Collection of data/information about site and surroundings, geological settings, land use pattern, long term micro meteorology, flora & fauna, and cultural & socio-economic environment from secondary sources.
- C Collection of information and technical details about the proposed facilities from the project proponents.
- D Compilation, analysis and interpretation of data and information.
- E Identification and quantification of sources of impact.
- F Assessment and prediction of impacts of the proposed project on land, air, water, noise, biological, cultural & socio economic environments.
- G **Formulation of Environmental Management Plan (EMP)** covering construction and operation (post-construction) phases.
- H Any other jobs required for completion of required studies.
- I Completion of all requirements of Central & State Pollution Control Boards for obtaining No Objection Certificate and environmental clearance from Ministry of Environment & Forests (MoEF), Govt. of India. Submission of requisite formats / questionnaires for seeking and obtaining NOC for the proposed project shall be in the scope of preferred consultant.
- J Compilation of EIA report and submission of Draft Report and Final Report.
- K Assistance to project proponents for defending the EIA and for presenting the environmental aspects of the project during meetings and discussions with statutory authorities for obtaining statutory clearances.
- L Presentation during the Public hearing meeting.

#### 4.2.2 Contents of Report

The EIA Report would include the following:

- Executive summary
- Introduction
- Description of Facilities and Process
- Baseline Environmental Status
- Identification and Prediction of Impacts
- Environmental Management Plan

#### 4.2.3 Environmental Data Generation

- As per the direction of MOEF Water Quality (Ground & Surface Water Bodies)
- As per the direction of MOEF Ambient Noise Level
- As per the direction of MOEF Soil Characteristics
- As per the direction of MOEF

#### 4.3 The initial work under this contract shall include but not limited to the following:

1. Bidders shall be allowed to visit the site to collect necessary data, get acquainted with plant details, site conditions, existing performance standards and environmental parameters etc. for preparation bid document if bidders feel necessary.
2. Collection of necessary information for which the Consultant may develop a format. The available drawings and documents, as required for the study shall be made available on returnable basis.

#### 4.4 Contents of Summary Environmental Impact Assessment

The Summary EIA shall be a summary of the full EIA Report condensed to fifteen A-4 size pages at the maximum. It should necessarily cover in brief the following Chapters of the full EIA Report:

- 1. Project Description
  2. Description of the Environment
  3. Anticipated Environmental impacts and mitigation measures
  4. Environmental Monitoring Programme
  5. Additional Studies
  6. Project Benefits
  7. Environment Management Plan

#### 4.0 METHODOLOGY:

- The Feasibility study shall be conducted by a team of experienced Technical Experts having in depth experience in Chemicals / Fertilizer Industry etc. The list of the technical experts experience in the relevant field of EIA & RA shall be submitted by the bidder along with the bid.
- The Bidder shall be submitting the experience in this field by submitting the copy of work order placed on him by various customers from large chemicals / Fertilizer Industry etc.
- The consultant may visit the site and familiarize and satisfy themselves completely in all respects with concerned plants and their status if bidder feels necessary.
- The preferred/selected Consultant shall attend a kick-off meeting at site after issue of LOI, at a date mutually agreed, with the Project team of owner for collection of required data/ information, discussion with owner team at site and also for obtaining any clarifications if required. For this purpose, Consultant shall furnish a set of questionnaire and requirement of base data to owner/ VCMF in the Technical offer submitted against this NIT.

#### 4.1 DRAFT REPORT AND REVIEW

The Consultant shall submit a 'Draft Feasibility Study Report' (in 4 bound copies) and two soft copies which shall cover all aspects as mentioned in 4.0 above. The Project team shall look into the fulfillment of the scope of work as per the work order, inclusive of all special requirements of

the VCMF/OWNER from the kick-off meeting etc. and consultant shall attend a review meeting with VCMF/OWNER's Project team for finalization of study report.

#### 4.2 FINAL REPORT

All clarifications, changes mutually agreed in the meeting pursuant to clause 4.1 above shall be incorporated by the Consultant in the final report and submit within fortnight after the above said meeting.

The Consultant shall submit the Final Feasibility Study Report in 12 (twelve) bound hard copies and 2 (two) soft copies in the form of CD.

#### 4.3 CLEARANCE FROM CPCB, SPCB and MoEF

Completion of all requirements of Central & State Pollution Control Boards for obtaining No Objection Certificate and environmental clearance from MoEF, Govt. of India. Submission of requisite formats / questionnaires for seeking and obtaining NOC for the proposed project shall be in the scope of preferred consultant.

#### 5.0 TIME SCHEDULE:

Following tentative time schedule (from the Letter of Intent) for Environment Impact Assessment shall be followed:

S No	Activity for Environment Impact Assessment	Activity Time (Weeks)	Completion Time Zero Date (Weeks)
1	Receipt of LOI by Vendor shall be taken as zero date and mobilization period for kick off meeting for proposed unit of VCMF/ Owner	1	1
2	Kick off meeting at site for identification of seasonal data collection (Period of stay of the bidder's team at site) and data compilation.	1	2
3	Delivery of Draft Report	13	15
4	Review of Draft Report by the VCMF/OWNER	2	17
5	Discussion on Draft report between VCMF/OWNER and vendor	1	18
6.	Submission of the Final Report along with NOC from CPCB, SPCB and MoeF	6	24

Following tentative time schedule (from the Letter of Intent) for Risk Analysis shall be followed:

S No	Activity for Risk Analysis	Activity Time (Weeks)	Completion Time Zero Date (Weeks)
1	Receipt of LOI by Vendor shall be taken as zero date and mobilization period for kick off meeting for proposed unit of VCMF/OWNER	1	1
2	Kick off meeting at site for identification of seasonal data collection (Period of stay of the bidder's team at site) and data compilation.	1	2
3	Delivery of Draft Report	8	10
4	Review of Draft Report by the VCMF/OWNER	2	12
5	Discussion on Draft report between VCMF/OWNER and vendor	1	13
6.	Delivery of the Final Report	1	14

The table given above has tentative period for various activities involved but total time period is firm. Bidders shall enclose a detailed **bar chart** in Envelope-I of bid showing various activities



starting from zero date like site mobilization, collection of data, tests, preparation of draft and final reports and submission to VCMF/OWNER.

Any delay in above activities shall not entitle the vendor for any compensation of whatever nature.

## **6.0 SUBMISSION OF BIDS BY THE BIDDER:**

**6.1** Consultant shall submit the bids in **triplicate** in two parts each in a separate sealed cover prominently super scribed as envelope-I & II for the scope of work as detailed in Para 4.0, 5.0 and 6.0 above and as per the enclosed general terms and conditions and also indicating on each of the envelope 'the Bid No.' and "date of opening". These two envelopes shall contain the details of the bid on the following manner:

Envelope I                      Technical bid (ref. 3.0 of Instructions to Bidders) along with bid summary (Annexure -I A)

Envelope II                      Price bid only. The schedule of prices shall also indicate total prices in figures as well as in words. (Annexure-I)

**6.2** Sealed envelopes I & II with above details shall be submitted in a sealed envelope containing these two envelopes and shall be super scribed as under in Bold Letters:

- "Bid for EIA & RA study for proposed SSP/KDM/PROM plant at Marajghat for VCMF"
  - NIT No. VCMF/EIA RA/Fert/01
  - Due Date & Time \_\_\_\_\_

and shall **be submitted to --**

The Vidarbha Coop. Marketing Federation Ltd.,  
Ganesh Peth, Nagpur – 440018,  
Phone No.: 0712 2971729, 2754685.  
Email: vcmfhongp@gmail.com

Envelope-I shall be opened first. After examining the above Techno-commercial bids, the price bid under Envelope-II shall be opened at a later date as notified by the VCMF/OWNER.

## **7.0 FEES FOR SUBJECT ASSIGNMENT:**

**7.1** The bidder shall furnish their fees/charges for the subject study work in the following format:

- a) Lump sum charges for Environment Impact Assessment at Marajghat, Tq-Umred, Distt. Nagpur.
- b) Lump sum charges for Risk Analysis at Marajghat, Tq-Umred, Distt. Nagpur.
- c) Lump sum charges for both Environment Impact Assessment and Risk Analysis at Marajghat, Tq-Umred, Distt. Nagpur.

The applicable GST would be extra. VCMF/OWNER reserves the right to award the contract to more than one party.

**7.2** The validity of this fee shall be 120 (one hundred twenty) days from the closing date of submission of bid

The rates quoted shall remain firm and fixed till execution and completion of the assignment.

VCMF/OWNER shall not make Arrangement for free transportation at site.

VCMF/OWNER shall not provide accommodation at site.

## **8 TERMS OF PAYMENT FOR THE CONSULTANT**

### **Payment against Lump sum Fees 8.1(a):**

The VCMF/OWNER shall pay lump sum fee for each term as quoted by the Consultant pursuant to clause 8.1 in the following manner:

- 5% of the fee quoted after signing of Minutes of the meeting at site against submission of Bank Guarantee of equivalent amount.
- 35% of the fee quoted on submission of Preliminary Draft Study report.
- 20% of the fee quoted on obtaining No Objection Certificate from Pollution Control Boards and from Ministry of Environment and Forests for project.
- 30% of the fee quoted on submission of Final report.
- 10% of the fee quoted on acceptance of Final Report by VCMF/OWNER.

## **9 DELAYS IN COMPLETION AND MUTUALLY AGREED DAMAGES**

In the event of delay by the Consultant in the submission of the 'Final or Draft Study Report' beyond agreed time schedule of completion, or within such extended time as may be permitted in accordance with General Terms & Conditions, Mutually Agreed Damages @ 0.5% (Half percent) of the "CONTRACT LUMP SUM VALUE" per week (seven days) of delay attributable to the Consultant or part thereof will be levied on the Consultant subject to a maximum of 5% (Five percent) of the CONTRACT LUMP SUM VALUE and the VCMF/OWNER will deduct said damages from the Fee payable to the Consultant. 10% fee to be released on acceptance of Final Report by VCMF/OWNER after deduction of applicable damages, if any.

## **10 BID VALIDITY :**

The bid for carrying out the subject study shall be kept valid for a period of 120 days from the closing date of submission of bid.

## **11 AWARD OF CONTRACT:**

Notification for Award of Contract in the form of LOI will be made by letter/e-mail to the Consultant by VCMF/OWNER.

The Consultant on receipt of Letter of Intent shall give his acceptance of LOI/Work Order immediately by return e-mail followed by original copy through courier/post.

## **12 CONTRACT:**

- i) The Consultant shall be required to execute an AGREEMENT with VCMF/OWNER within 7(seven) days of the receipt of the letter of Intent (LOI) for carrying out the work according to the Invitation to Bid (ITB) documents and/or as per agreed scope of work and terms and conditions. This AGREEMENT to be executed will be in the prescribed form (enclosed at Annexure-IV) on a non-judicial stamp paper of Rs. 100/- for Nagpur. The cost of Stamp paper shall be borne by Consultant.
- ii) Though the AGREEMENT shall be signed within 7 (Seven) days of receipt of LOI, the effective date of the Contract shall be the date when LOI is issued by the VCMF/ OWNER

**13.0 Performance Bank Guarantee:** The successful Bidder shall furnish a Performance Bank Guarantee (PBG), within one week of issue of LOI, of an amount equivalent to 10% (ten percent) of the CONTRACT LUMP SUM VALUE payable to the CONSULTANT for conducting EIA and RA study. The Bank Guarantee shall be kept valid initially for 24 (Twenty Four) weeks or till the completion of study which so ever is later with a claim period of 6 (six) months, which shall be

extended further as may be required & asked for by the VCMF/OWNER till completion of the work. The Performance Guarantee shall be in the form of a Bank Guarantee, on prescribed Performa enclosed with the General Terms & Conditions at Annexure-III, issued by the Nationalized Bank in India in favour of the VCMF/OWNER.

**14.0 Evaluation of Bids:** Bids received shall be evaluated considering:

- i) Quoted lump sum price
- ii) Applicable taxes and duties which would be extra

Loading shall be done for any requirement of changed payment terms by Consultant. Loading shall be done at SBI Prime Landing Rate +1%.

**15.0 Patent Indemnification**

If Consultant's work or part thereof or any methods, designs or document furnished or specified by the Consultant under this contract infringes any patent, trademark, design or copyright, The Consultant shall hold VCMF / Owner free of claims arising from any such patent infringements

## GENERAL CONDITIONS OF NIT

## 1.0 DEFINITIONS

In the NIT, the following words and expressions are used in the following senses, unless a contrary intention appears from the context:

- 1.1 **'OWNER'** shall mean The Vidarbha Cooperative Marketing Federation Ltd (VCMF/ OWNER) registered under The Maharashtra Cooperative Society Act, having its registered head office at Ganesh Peth, Nagpur – 440018, Maharashtra).
- 1.2 **'NOTICE INVITING TENDER' (NIT)** shall mean and include the present document together with such supplements and addendum which may be issued by the OWNER from time to time, detailing therein the scope of job to be undertaken and executed by the CONSULTANT for the proposed feasibility Study of VCMF/OWNER unit.
- 1.3 **'BID'** shall mean offer/proposal/document that the bidder submits in the required and specified form in accordance with the provisions of NIT duly signed by the bidder's legally authorized signatory under seal of his firm/company.
- 1.4 **'CONSULTANT/CONTRACTOR'** shall mean the firm or party on whom the Letter Of Intent/Work order for faithful execution of the work mentioned here in is placed and shall include his/her/their heirs, legal representatives, successors and permitted assigns.
- 1.5 **'ENGINEER-IN-CHARGE'** shall mean the person designated as such by the OWNER and shall include those who are expressly authorized to act for and on his behalf for operation of the 'CONTRACT'.
- 1.6 **'SITE'** shall mean the site of proposed work i.e. Khasara No.28 of Mouza-Marajghat, P.H.No.13, Tq-Umred, Distt. Nagpur, Maharashtra site of VCMF/OWNER for which work is to be performed.
- 1.7 **'EQUIPMENT'** shall mean any machinery, equipment, instrument or electrical items within the battery limit of Site.
- 1.8 **'WORK' or 'WORKS'** shall mean all the services/tasks/jobs undertaken and to be executed by the CONSULTANT pursuant to/under the CONTRACT from time to time.
- 1.9 **'CONTRACT VALUE'** shall mean the sum total of lump sum fees to be paid to the CONSULTANT for the subject study. All Taxes and duties like service tax and income tax shall be excluded.
- 1.10 **LETTER OF ACCEPTANCE OF BID, LETTER OF INTENT (LOI) and/or LETTER OF AWARD OF WORK ORDER** shall mean a letter in writing sent by the OWNER by registered post and/or confirmed by a concurrent e-mail, to the last known private or business address or the registered office of the CONSULTANT informing/notifying the CONSULTANT that his Bid/Offer has been accepted, subject to conditions as stated therein.
- 1.11 **'FINAL ACCEPTANCE'** shall mean the OWNER'S written acceptance of the satisfactory execution of the work by the CONSULTANT in accordance with WORK ORDER/CONTRACT.
- 1.12 **'COMPLETION PERIOD'** shall mean the period by/during which the WORK shall be completed as agreed herein between the OWNER and the CONSULTANT.
- 1.13 **'CONTRACT'** shall mean and include the LOI/WORK ORDER/Formal Agreement/NIT document, drawings and other annexure hereto, General terms & conditions of the CONTRACT, Special Terms & Conditions of CONTRACT, Special specifications, if any and all these documents taken

together shall form one document and shall be deemed to form one CONTRACT and shall be supplementary to one another. The CONTRACT shall be drafted on non-judicial stamp paper of appropriate value and shall be signed by the authorized officers of both the CONSULTANT and the OWNER in the presence of witnesses as per format to be supplied to the successful BIDDER.

- 1.14 **'DRAFT REPORT'** shall mean the report submitted by the Consultant as per the scope of work defined under Clause 4.0 of Special Terms and Conditions.
- 1.15 **'FINAL REPORT'** shall mean the report submitted by the Consultant after incorporating changes mutually agreed during the meeting with the Owner on the Draft Report submitted by them.
- 1.16 **'DATE OF CONTRACT'** shall mean the calendar date on which the OWNER and the CONSULTANT sign the 'CONTRACT'.
- 1.17 **'ZERO DATE'** shall mean the date of issue of LETTER OF INTENT (LOI) or issue of WORK ORDER, which ever is earlier.
- 1.18 **'DRAWINGS', 'PLANS'** shall mean all:
- a) Drawings/sketches/single line diagram etc. furnished by the OWNER as a basis for proposals
  - b) Supplementary drawings furnished by the OWNER to clarify and to define in greater detail the intent of the NIT and/ or CONTRACT.
  - c) Drawings submitted by the CONSULTANT with his proposal, provided such drawings are acceptable to the OWNER:
  - d) Drawings furnished by the OWNER to the CONSULTANT during the progress of the work and
  - e) Engineering data and drawings submitted by the CONSULTANT during the progress of the work provided such drawings are acceptable to the OWNER.
- 1.19 **'ACTS'/'CODES'** shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any:-
- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
  - b) Indian Factory Act, 1948, and Rules and Regulations made there under.
  - c) A.S.M.E Testing Codes (ASME-PTC).
  - d) A.I.E.E Test Codes
  - e) American Society of Testing of Materials (ASTM Codes).
  - f) Relevant standards of the Bureau of Indian Standards (IS Codes)
  - g) Arbitration and Conciliation Act, 1996, and Rules made there under.
  - h) Environment (Protection) Act, 1986 and Rules made there under.

1.20 **'DAY'** shall mean a calendar day.

1.21 **'WRITING'** shall mean any document duly signed by a person authorized by CONSULTANT or OWNER.

## GENERAL INSTRUCTIONS AND INFORMATION

### 2.1 BIDDER TO ACQUAINT HIMSELF FULLY

The CONSULTANT shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed. Failure to comply with the aforesaid requirements will not relieve the CONSULTANT of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking in the Techno-Commercial (Envelop Cover-I) offer to the effect that the terms and conditions of NIT and other aforesaid conditions are acceptable to him

without reservations and no deviations to NIT have been taken while making the offer. In case any deviation is made, the same shall be listed in separate sheet in the Techno-Commercial offer.

CONSULTANT shall give and mention in his bid an express acknowledgement that he has examined all documents forming part of the NIT and all addenda and other communications, clarifications, etc. received from OWNER. Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the CONSULTANT without any reservations whatsoever.

## **2.2 CONTRACT TO BE TREATED AS CONFIDENTIAL**

**2.2.1** NIT, CONSULTANT Bid and subsequent correspondences, Minutes of Meetings (MOMs), record notes of discussions, etc. shall be kept confidential. The reports prepared for the subject assignment under the CONTRACT shall be the property of OWNER and the contents of these NIT/reports shall not be divulged to any outside party without the prior written consent of OWNER.

**2.2.2** Any information obtained in the course of the execution of the Contract by the Consultant, his employees or agents or any person so employed by him, as to any matter whatsoever, which would or might be directly or indirectly of use of the party other than VCMF/OWNER must be treated as 'secret' and shall not at any time be communicated to any person without prior approval/permission of the owner.

**2.2.3** The terms and conditions of the CONTRACT shall not be disclosed by either party to any third party without prior written consent of the other party. This provision is however not applicable for disclosure to the Government / Statutory authorities of India and either party's Bankers & Members.

## **2.2.4 DISCLOSURE TO GOVERNMENT**

The CONSULTANT shall have no objection to the OWNER disclosing information referred to in Clause 2.2.1 at any time to VCMF/OWNER's Management/Board and Government of India.

## **2.3 ADDRESS FOR CORRESPONDENCE**

All requests for clarifications etc. on this NIT shall be submitted at the address given in clause No.15.0 hereinafter.

## **2.4 INSERTIONS, POST-SCRIPTS ETC.**

Insertions, post-scripts, additions & alterations made to the bid shall not be entertained and recognized unless received prior to the closing date and time of the Bid and confirmed by the Bidder's signatures. All pages of the bid/tender document shall be authenticated by the Bidder.

## **2.5 SIGNATURES TO BID**

The bid shall be signed by the legally authorized principal officer(s) of the CONSULTANT Power of attorney granted in favour of such officer(s) for the purpose shall accompany the bid.

## **2.6 CONSULTANT TO EXECUTE WORK AS PER CONTRACT**

The CONSULTANT shall execute the Work in strict conformity with the terms and conditions as stipulated and provided for in the LOI/Work Order/CONTRACT, placed on/ entered into with the CONSULTANT. The CONSULTANT shall not vary or deviate from the said plans and specifications without having first obtained the prior permission in writing from the OWNER.

## **2.7 PRICES IN WORDS TO PREVAIL**

All the prices in the bid shall be given both in words as well as in figures. In case of any discrepancy between the two amounts, those given in words shall prevail.

## **2.8 ACCEPTANCE OF BID**

VCMF/OWNER may not consider any tender/bid which is incomplete and not prepared in accordance with the provisions set forth in this NIT and may reject the same. Any tender/bid received after the closing date is liable to be rejected without any further consideration. Further the OWNER reserves the right in his sole and unfettered discretion to reject any or all bids without assigning any reason whatsoever. The OWNER does not bind himself to accept the lowest bid.

## **2.9 PAYMENT FOR PREPARATION OF BID DOCUMENT**

The Bidder shall not be entitled to claim any cost, charges, expenses, losses, incidentals to the preparation and submission of this tender even if the OWNER may decide to withdraw the NIT or even otherwise.

## **2.10 BID LANGUAGE**

The bid prepared by bidder and all correspondence/ drawing/ documents relating to the bid between bidder and Owner shall be written in English language only. In case the literature is furnished in another language, same may be accompanied by English translation which shall govern in case of any variation.

## **2.11 EARNEST MONEY DEPOSIT (EMD)**

The EMD shall be forfeited in case, Bidder after having submitted the bid withdraws the same or changes quoted price or any condition of tender within the period of validity or in case the Bidder after receiving intimation of acceptance of its tender either wholly or in part, from VCMF/OWNER refuses to enter into contract.

EMD of the successful Bidder shall be refunded on submission of Security Deposit in the form of Performance Bank Guarantee.

EMD of the unsuccessful Bidder shall be refunded as early as possible. EMD will not carry any interest.

## **3.0 CLARIFICATIONS**

The OWNER shall furnish clarifications to the Bidders as and when required and requested by the Bidders to the best of Owner's knowledge and information, to the extent, it is available with the OWNER. All requests for interpretation or clarification shall be submitted to the address given in clause 15.0. Any further data required shall be obtained by the Bidders and the source of such data shall be indicated. However, a failure to receive any such addendum or interpretation or clarifications shall not relieve a bidder of any of the obligations under the bid as submitted.

## **4.0 SHORT CLOSURE**

Owner may terminate the Contract due to any reason including reasons due to force Majeure, regulations or ordinance of Government of India or any other reasons beyond control of the Owner. If the Owner due to reasons (s) of Force Majeure like war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of Government of India or any sub-division thereof, or authority or representative of Government of India or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of GOD, beyond the control of Owner short closes the Contract, the Owner shall pay to the CONSULTANT, compensation for the meaningful services rendered by the Consultant on furnishing of documents and proof of services and expenditure incurred by the CONSULTANT. No other charges will be admissible.

## **5.0 RIGHTS OF OWNER**

5.1 A unilateral stoppage of work by the CONSULTANT shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the

CONSULTANT. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

5.2 In the event the CONSULTANT fails to fulfill his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency, at the risk and cost of the CONSULTANT.

## **6.0 WORK TO BE OPEN TO INSPECTION**

All work under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the officer-in-charge and his authorized subordinates, and the Consultant shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Officer-in-charge or his subordinate to visit the works shall have been given to the Consultant, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the Consultant's agent shall be considered to have the same force as if they had been given to the Consultant himself.

## **7.0 SETTLEMENT OF DISPUTES**

All disputes or differences of any kind, whatsoever arising out of or in connection with the CONTRACT, whether during the progress of the work or after its completion and whether before or after short closure of the CONTRACT, shall be referred by the CONSULTANT to the OWNER and the OWNER shall within a reasonable time after such representation, make and notify his decision(s), thereon, in writing. The decision, directions and certificates with respect to any matter, as is especially provided for by these conditions, given and made by the OWNER (which matters are hereinafter referred to as Expected matters) shall be final and binding upon the CONSULTANT. In case the decision of OWNER is not acceptable to the CONSULTANT, he can resort to the remedies under Arbitration as specified in Clause 14.0 of General Terms & Conditions. However, if the final bill is signed by the CONSULTANT as 'Accepted' in full and final settlement thereof, no dispute raised thereafter shall be valid.

## **8.0 OBSERVANCE & COMPLIANCE OF STATUTORY RULES/LAWS**

- 8.1 The rights and obligations of the OWNER and the CONSULTANT and provisions of the CONTRACT shall be governed and construed by and in accordance with the laws of India.
- 8.2 The CONSULTANT shall be singularly responsible to secure strict compliance with all Central and State laws as well as the rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force, from time to time.
- 8.3 It shall be the duty of the Consultant to pay the wages to its employees as specified by the Government from time to time. The consultant shall have no right whatsoever to claim the escalated wages after the award of the contract from OWNER as notified by the Government from time to time. Upward revision in the minimum wages from time to time shall be deemed to have been inbuilt in the rates quoted by the Consultant.

## **9.0 CO-OPERATION**

The CONSULTANT and the OWNER shall cooperate with each other and make best efforts for smooth execution of the Work and co-operate with and assist all others who may be performing services for the OWNER in connection with the Work under the CONTRACT.

## **10.0 SUB-LETTING OF WORK**

The CONSULTANT shall not assign or sublet the Work under the CONTRACT or any part thereof or any share or interest therein without prior written consent/permission of the OWNER.

## **11.0 MEASUREMENT SYSTEM**

Metric system will be adopted for the collection/reporting of data and in the preparation of the reports.



## **12.0 INDEMNITY OF THE OWNER**

The CONSULTANT shall at all times indemnify and keep indemnified the OWNER and/ or its employees against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of consequence of the execution of the works and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in the respect of or in settlement thereto.

- 12.1 The Consultant shall at all times indemnify the Owner against any claim which may be made under Workmen's Compensation Act or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Consultant or not.
- 12.2 The Consultant shall at all times keep the OWNER indemnified against all claims, damages or compensation under the provisions of payment of Wages Act, 1936, Minimum Wages 1948, Employees Liability Act 1938, The Workmen Compensation Act, 1923, Equal remuneration Act-1976, Employment of Child Labor Act –1938, Abolition of bonded labor Act and the Contract Labour (Regulation and abolition) Act-1970 or any other Act regulating the employment of Labour by Consultant.
- 12.3 The Consultant shall at all times indemnify Owner against all claims which may be made in respect of the plant and machinery for infringement of any right protected by patent, registration of design and trade mark. Provided always that in the event of any claim in respect of any alleged breach of patent, registered designs or trade mark made against the Owner, the same shall be notified to the Consultant and Consultant shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

## **13.0 FORCE MAJEURE**

The terms and conditions agreed upon under the CONTRACT shall be subject to Force Majeure. Neither the CONSULTANT nor the OWNER shall be considered in default in the performance of its obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or order of any Government or any sub-division thereof, or authority or representative of any such Government or because of any act of GOD. The party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence the force majeure condition, furnishing therewith documentary evidence supporting the invoking of the force majeure On cessation of force majeure the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also give documentary evidence thereof to this effect. Should one or both parties be prevented from fulfilling their contractual obligation by a state of force majeure lasting continuously for a period of 30 (Thirty) days, both the parties shall meet and decide about the future course of action for implementation of the CONTRACT.

## **14.0 ARBITRATION**

- 14.1 Except otherwise provided in this Contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to the Arbitration in accordance with the provision of Arbitration and conciliation act, 1996.
- 14.2 The Arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there under.

14.3 Both Parties shall continue to fulfill their respective obligations under this CONTRACT during the arbitration proceedings.

14.4 The venue of arbitration shall be Nagpur, Maharashtra.

## **15.0 NOTICES AND ADDRESSES**

Unless another form of notice is specified for a specific purpose under the CONTRACT, any notice or order required or permitted under this CONTRACT shall be in writing and shall be given either personally or by post or telegram or fax. In case of telegram and fax, messages should be confirmed by concurrent letters and shall be deemed to be sufficiently given if and when received by the party in normal course to be notified at the address set forth herein or if and when mailed by registered post, postage pre-paid addressed to such party at the address set out below:

In the case of OWNER:

All correspondence with respect to VCMF/OWNER shall be given at the following two addresses:

**The Vidarbha Coop. Marketing Federation Ltd.,**  
Ganesh Peth, Nagpur – 440018,  
Phone No.: 0712 2971729,2754685,  
Email: [vcmfhongp@gmail.com](mailto:vcmfhongp@gmail.com)

And in the case of the CONSULTANT at: (to be specified later on)

Each party may change the address at which notice is to be received by duly notifying the other party.

## **16.0 JURISDICTION OF COURTS**

Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract, it shall be only the court of competent jurisdiction at Nagpur, Maharashtra, India to try such suits.

## **17.0 OBLIGATION OF THE OWNER**

The obligation of the OWNER for fulfillment of the work shall be as follows:

17.1 The OWNER shall nominate Officer/Officers to represent OWNER for the purpose of the work and will notify the CONSULTANT accordingly.

17.2 The OWNER shall supply to CONSULTANT within reasonable time all necessary and relevant data and information as per the availability and as may be required in furtherance of the CONTRACT.

17.3 The OWNER shall review and approve all sketches, drawings, reports, recommendations and other matters referred to him for decision by the CONSULTANT within such reasonable time as not to delay or disrupt the performance of the CONTRACT of their services, without prejudice to the responsibility of the CONSULTANT under the CONTRACT.

17.4 The OWNER shall pay to the CONSULTANT for the services under the CONTRACT as per agreed terms of payment.

## **18.0 OBLIGATIONS OF CONSULTANT**

The obligations of the CONSULTANT in fulfillment of the Work shall be as follows:

18.1 The CONSULTANT shall nominate Officer/Officers to represent the CONSULTANT for the purpose of the Work and will notify the OWNER accordingly.

18.2 The CONSULTANT shall exercise all skill, care and diligence in the discharge of the services agreed to be performed by him, under the CONTRACT.

18.3 The CONSULTANT shall execute the "Work" provided for and entrusted to him as per the NIT and/or CONTRACT in a thorough and workmanlike manner and with the best resources available with him in a professional manner in accordance with the plans, specification, terms and conditions contained herein or annexed hereto or contained in or annexed to the CONTRACT and the CONSULTANT warrants about the workmanship of the work executed by him and of the soundness of the documentation etc. as required of him under the CONTRACT.

## **19.0 INSURANCE**

19.1 The CONSULTANT shall be solely responsible for any loss, damage or injury etc. caused to his personnel deputed by him for the work under the CONTRACT. Any compensation whatsoever payable on that account shall be borne and paid by the CONSULTANT exclusively. The CONSULTANT will arrange for necessary insurance coverage for the same at his own cost.

The Consultant shall take Insurance cover for his employees to cover his liability under workmen compensation Act. The Consultant shall also take medical cover under his insurance policy to meet medical treatment expenses of his employees in the event of accident while on duty.

19.2 The CONSULTANT shall indemnify the OWNER and every officer and employee of the OWNER against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clauses and against all actions, proceedings, claims, demands, costs and expenses which may be made against the OWNER for or in respect of or arising out of any failure by the CONSULTANT in the performance of his obligations under the CONTRACT.

19.3 The CONSULTANT will indemnify the OWNER from all claims for injury caused to any person, while in or upon the site of the OWNER.

## **20.0 TITLE OF DOCUMENTS**

### **20.1 TITLE OF TECHNICAL DATA FURNISHED BY VCMF/OWNER**

Title of all technical data and information furnished to the CONSULTANT by the OWNER under the CONTRACT shall remain with the OWNER. Such data shall not be used or divulged to others by the CONSULTANT without the prior written consent of the OWNER, as the case may be except for the use in connection with the performance of the CONTRACT.

### **20.2 TITLE TO TECHNICAL DOCUMENT FURNISHED BY THE CONSULTANT**

Title to all the technical documents prepared and furnished by the CONSULTANT to the OWNER under the CONTRACT shall remain with the CONSULTANT. However, it is understood that only know-how incorporated in such documents shall remain with such party who provides the know-how. Any of the said technical documents, prepared and furnished by the CONSULTANT to the OWNER hereunder shall be kept by the OWNER as secret and confidential and the OWNER shall not use them for any purpose other than the intended purpose, nor disclose or divulge whole or part of these to any third party without prior written consent of the CONSULTANT. The secrecy and confidentiality of the documents mentioned herein shall not apply to any technical documents:

- i) Which at the time of disclosure, are in the public domain
- ii) Which, after disclosure, become part of the public domain
- iii) Which the OWNER can show were in the OWNER's possession at the time of the disclosure and were not acquired directly or indirectly from CONSULTANT and
- iv) Which have been furnished or made known to the OWNER by third party as a matter of right and without any restriction on disclosure.

## **21.0 EXPIRATION OF REGISTRATION**

Notwithstanding the fact that the CONTRACT is short closed for any reason, whatsoever and ceases to operate and bind the parties hereto, it is declared that this clause shall remain operative until the aforesaid technical data, information or documents lose their confidential character for any reason whatsoever.

## **22.0 AUTHENTICITY OF DATA & CLARIFICATIONS**

The CONSULTANT shall ensure and declare in the report on Study and other documents submitted to the OWNER in pursuance of the work and in furtherance of the CONTRACT about the reliability and authenticity of the data and their sources of compilation. The OWNER reserves its right to seek any clarification on the aforesaid report and other documents in part or in whole even after the completion of the work.

## **23.0 TIME EXTENSION**

If the CONSULTANT requires any extension of time for completing the Work under the CONTRACT he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary without prejudice to mutually agreed damages as mentioned at Clause 9 of Special terms and conditions..

## **24.0 ADDITIONAL SERVICES**

The CONSULTANT shall, if so requested by the OWNER in writing, provide or take all steps to arrange for the provisions of such services, deemed necessary for the satisfactory execution of CONTRACT, which may be in addition to those specified in Clause 4.0 & 5.0 of "Special Terms & Conditions" and as per General terms and conditions.

The CONSULTANT shall obtain the prior written consent of the OWNER for any arrangement, which they propose to make for the provision of any of the services as per this clause. The OWNER shall reimburse to the CONSULTANT the cost of such additional services as consented to by them as aforesaid, at the rates indicated or as mutually agreed between OWNER and the CONSULTANT.

## **25.0 CONTINUED PERFORMANCE**

The CONSULTANT shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the CONSULTANT shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

## **26.0 TIME LIMIT FOR UNFORSEEN CLAIMS**

Under no circumstances whatsoever, shall the consultant be entitled to any compensation from OWNER on any account unless the Consultant shall have submitted a claim in writing, to the officer-in-charge within one month of the cause of such a claim occurring. Consultant shall be deemed to have waived off his right to claim the same, if the claim is not raised within one month.

**PRICE SCHEDULE**

**Enquiry No. :** \_\_\_\_\_

Lump sum charges for carrying out the study for Environment Assessment and Risk Analysis at VCMF/OWNER Marajghat, Tq-Umred, Distt. Nagpur as per Scope of Work of the subject NIT in the following format: Lump Sum Charges for Environment Assessment and Risk Analysis

- a) Lump sum charges for Environment Impact Assessment at Marajghat, Tq-Umred, Distt. Nagpur.  
In Figures :.....  
In Words :.....
- b) Lump sum charges for Risk Analysis at Marajghat, Tq-Umred, Distt. Nagpur.  
In Figures :.....  
In Words :.....
- c) Lump sum charges for both Environment Impact Assessment and Risk Analysis at Marajghat, Tq-Umred, Distt. Nagpur.  
In Figures :.....  
In Words :.....

Note : Applicable tax in the form of GST would be extra

**Authorized Signatory**

**BID FORM AND SUMMARY**

**NIT No.** \_\_\_\_\_

**Subject:** Bid for carrying out the study for Environment Assessment and Risk Analysis at VCMF/OWNER, Marajghat, Tq-Umred, Distt. Nagpur as per Scope of Work of the subject NIT

With reference to your subject Notice Inviting Tender (NIT), we are pleased to submit our bid as per details given below (Delete the item that is not relevant):

**A) Part I**

- |     |               |                         |
|-----|---------------|-------------------------|
| i.  | EMD           | Enclosed / Not enclosed |
| ii. | Technical Bid | Enclosed / Not enclosed |

**B) Part II**

- Priced bid

- |  |                                  |
|--|----------------------------------|
| C) Firm Prices   | Accepted/ Not Accepted           |
| D) Terms of payment  | Indicated/ Not indicated         |
| E) Completion period   | _____ weeks from LOI             |
| F) Bank Guarantee for Performance  | Accepted /Not accepted           |
| G) Damages for delay @ 0.5% per week subject to maximum of 5% of the Contract value: | Accepted /Not accepted           |
| H) BID Validity for carrying out the study   | _____ days from bid closing date |
| I) Bar chart of various activities for study   | Enclosed / Not enclosed          |
| J) Name, designation and telephone/cell no. of Contact person for this enquiry:      | _____                            |
| K) The offer is as per NIT   | Yes/No                           |
| L) In case of any deviation from NIT Clause, Statement of deviation attached.        | Yes/No                           |

We undertake that in the event of acceptance of our bid within the validity period as quoted, this bid as modified by our written changes/ amendments till date of notification of award shall constitute a binding contract between us until a formal contract is executed.

We understand that non submission of deviation statement shall mean acceptance of all terms and conditions of NIT. We also understand that you are not bound to accept the lowest or any bid that you may receive.

**Authorized Signatory**

## PROCESS DESCRIPTION OF THE PROPOSED PLANT IN BRIEF

### **INTRODUCTION:**

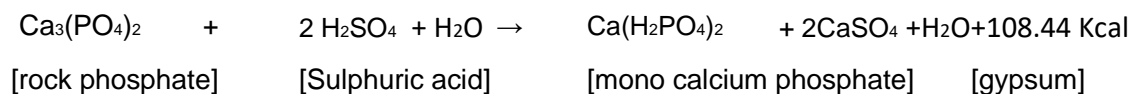
The Vidarbha Coop. Marketing Federation Ltd. (VCMF) hereinafter referred to as **OWNER**, is engaged in the business of agri inputs in Vidarbha and Marathwada regions of Maharashtra State. This is one of the reputed and profit making federation in the State of Maharashtra. It has two granulated fertilizer plants located in Butiboty, Nagpur and Amravati, each having capacity of 30,000 MT per annum. VCMF is also the Nodal agency of the State for procurement of food grains under PSS scheme of Central / State government. VCMF has annual turnover of about Rs.1000 Cr and selling about 3 lakh MT of fertilisers in its area of marketing in Maharashtra. The federation is entering into diverse portfolio like export of spices and other agri produce, logistics/ supply chain management, processing of agri produce etc. VCMF is going to set up 400 TPD plant for manufacturing of SSP/GSSP/ Granulated fertilisers (KDM) and PROM at **MARAJGHAT, TQ-UMRED, DISTT. NAGPUR** which is about 7 Km from Butibory railway station.

**Proposed SSP Plant at VCMF/OWNER Marajghat, Tq-Umred, Distt. Nagpur with proposed capacity of 1.00 Lakh MT / Year or 400 TPD**

### **SSP Technology**

The unit operation of SSP production is a single stage reaction and thus the process is very simple. The process involves rock phosphate grinding and mixing with Sulphuric acid. The reaction product is stored for curing area for 21 days and then sent to granulation plant.

### **The Chemistry**



Ground Phosphate rock, Sulphuric acid and water are mixed and then allowed to dry and react to give the superphosphate - a mixture of  $\text{CaSO}_4$  and  $\text{Ca}(\text{H}_2\text{PO}_4)_2 \cdot \text{H}_2\text{O}$ .

The SSP manufacturing process will comprise of two basic steps:

**1<sup>st</sup> Stage:-** Sulphuric Acid reacts with part of Rock, forming Phosphoric Acid and Calcium Sulphate.

**2<sup>nd</sup> Stage:-** Phosphoric Acid formed in 1<sup>st</sup> stage reacts with more phosphate rock, forming Mono Calcium Phosphate.

The two reactions take place concurrently but the first stage is completed rapidly while the second stage continues for several days or weeks.

The phosphate rock imported from various sources, is mainly fluorapatite,  $(\text{Ca}_5(\text{PO}_4)_3\text{F})$ . The actual composition of the phosphate rock varies with the source. There are other reactions occurring at the same time. For example, virtually all the HF reacts with other silica minerals associated with the fluorapatite (silicates, quartz) to form silicon tetra fluoride. These gaseous emissions are recovered as hydro fluosilicic acid ( $\text{H}_2\text{SiF}_6$ ) in the scrubbing system. Carbonates in the rock also react with Sulphuric acid.

## **The Production Process**

The production of superphosphate consists of three distinct steps.

### **Step 1 - Phosphate rock drying, blending and grinding**

Rock phosphate brought from the mines is stored in rock storage shade. This is very important because it is very difficult to grind wet Rock phosphate. If the Rock Phosphate is received wet, first of all it has to be dried with the help of Rock dryer. The rock dryer contains a drum connected with a Hot air generator and cyclone with ID fan & scrubber. The dried Rock is fed to a Ball Mill to grind it to -100 mesh (90%). The ground Rock is stored in the Ground Rock hopper. The Sulphuric acid received from the manufacturer is stored in the Sulphuric acid storage tanks. The special lined tank may be used for the spent acid storage.

Phosphate rocks, from different sources with purities ( $\text{P}_2\text{O}_5$ ), fluoride and silica contents are blended in plant to produce a product with a total phosphate concentration of 31.5%. This phosphate rock mixture is passed through a ball/hammer mill which reduces the particle size to 0.5cm or less. The coarsely ground rock is then passed through an air swept roller mill (Bradley Mill) to attain a rock grist of approximately 75% less than 75 microns. The powdered rock is stored in a large hopper. The powder handling system is fitted with a dust collection system.

Since 70% Sulphuric Acid required in the process, the 98.5% pure acid is diluted with water. The acid dilution leads to exothermic reaction thus it has to be cooled with process water. As dilute  $\text{H}_2\text{SO}_4$  is very corrosive in nature thus Graphite coolers are used.

### **Step 2 - Superphosphate manufacture**

Grinded Rock Phosphate is sent to the PSSP (powdered SSP) production plant through sealed Screw Conveyors, Bucket Elevators etc. and reacted with Diluted Sulphuric Acid(70-75%). The Sulphuric acid is pumped, controlled, measured and fed into the mixer with the help of pumps, pipelines, Rotameter and valves. The reaction takes place in a horizontal mixer. The mixer is a vessel with acid and heat resistant lining (lead). A continuous flow of the sloppy mix drops out of the mixer into the Broad field Den. The den consists of a slowly moving floor (approx. 300 mm/min), built from steel tee slats, with polypropylene sealing strips, to prevent leakage, to enable setting of the cake and reciprocating sides, lined with special tile. The mixer and den are connected to an ID Fan through the scrubbers to scrub the emitted gases. The mixed material which was a free flowing slurry in the mixer becomes a semi solid in the den and becomes a cake



at the discharge end of the den. At the discharge end of the den the cake is disintegrated by den cutter. The reaction is very fast and exothermic. The reaction rate depends on many parameters but most importantly it depends on the origin of rock Phosphate

The material is discharged from the den and it is heaped in the green SSP shade with the help of an Electric Overhead Travel Crane. The reaction continues in the heap and it may complete in 5 days to 21 days. This period depends entirely on the origin of Rock Phosphate as the reactivity of the rock is related to its origin. The heaps are regularly monitored and as soon as the material is cured it is shifted for manufacturing GSSP (Granulated SSP). The reaction between the rock phosphate and acid is called as acidulation & proceeds with the emission of Fluorine based gases. These gases are scrubbed by the state of the art Ventury scrubbers which have 90 - 95% efficiency, convert the gases into Hydro Fluoro Silicic Acid. and Silica. The Hydro Fluoro Silicic Acid is recycled back into the Mixer. The silica formed is used as filler in PSSP & GSSP manufacture. So a zero effluent system is used.

### **PROCESS FOR MANUFACTURING GRANULATED SSP:**

Before the granulation, cured SSP is mixed properly with filler to adjust  $P_2O_5$  contents to 14.5%. The fillers added in SSP are gypsum and silica generated in the process while recovering the gases. The homogeneous mass is then processed in the granulator drum. The granulator drum rotates at very low RPM. The material goes up with the wall of granulator for some height and then starts rolling back. Water upto 14% of SSP is sprayed at this stage to start granulation process (added from overhead tank) and as the material rolls on, the size of the granules increases. This material is transferred to the dryer drum with the help of a conveyor belt. The Furnace attached (or other source of hot air) to the dryer generates hot air which is made to pass through this wet material. The temperature in the dryer drum is maintained at  $600^{\circ}C$ . The evaporation & condensation of water gets deposited on the small granules and further enhance the size of the granules. With the hot air stream the material gets dried. The material is then passed through the cooler drum for cooling. The cooled material is transferred to the screens. There are two types of vibrating screens are used to remove the oversize & undersize granules from the product. 1. Undersize vibrating screen. 2. Oversize vibrating screen.

The oversize granules after crushing & under size granule are mixed with the raw feed for reprocessing. In the granulation process the SSP dust evolved. This dust is scrubbed with the help of twin cyclone system through blower provided for dryer drum and air is discharged from 30 meters height chimney.

Granulated form of the Single Super Phosphate fertilizer is more efficient as unlike the powder it doesn't gets dissolved easily and doesn't gets washed away, thus stays in the soil and fetches more benefits to crops as well. Constituents of Granulated SSP Plants are same as that of SSP only the form is different.

### **PROCESS OF PRODUCING MIXTURE FERTILISERS :**

The mixtures granulated fertilisers like 18-18-10, 20-20-0 etc are manufactured by mechanical mixing of fertilisers like Urea, MOP, DAP, SSP and dolomite as filler in definite proportions and then granulating the same in the granulation drum with heat treatment, cooling and then bagging.

#### PROCESS OF MANUFACTURING PROM :

The process of manufacturing Phosphate Rich Organic Manure is co-composting fine rock phosphate and Bentonite Sulphur with any organic waste. After the process of composting is over, the whole mixture is the granulated in the granulation drum, cooled and bagged. This product is covered under Fertiliser Control Order (FCO).

**(On stamp paper of worth Rs 100/-)**

**PROFORMA FOR PERFORMANCE GUARANTEE BY CONSULTANT**

(To be executed on non-judicial stamp paper of appropriate value)

Whereas Vidarbha Cooperative Marketing Federation Ltd, Nagpur, Maharashtra (hereinafter referred to as the "OWNER" which expression shall unless repugnant to the context or meaning thereof include their legal representatives, successors and permitted assigns of the one part) having their Registered office at Ganesh Path, Nagpur - 440018 have appointed vide LOI/Work order/ entered into a CONTRACT dated \_\_\_\_\_ with M/S \_\_\_\_\_(hereinafter

referred to as "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their legal representative, successors and permitted assigns of the other part) having their Registered. Office at \_\_\_\_\_ for carrying out the study for Environment Assessment and Risk Analysis at VCMF, Marajghat, Tq-Umred, Distt. Nagpur as per Scope of Work.

AND whereas one of the conditions of the said LOI/CONTRACT is that the CONSULTANT shall furnish to the OWNER a Bank Guarantee from a Nationalized Bank for 10% (10 percent) of the agreed fee as specified in the said contract against due and faithful performance by the CONSULTANT of his obligations for services to be rendered under the said LOI/CONTRACT.

AND whereas the CONSULTANT has approached \_\_\_\_\_(name of the Bank with complete address), and at the request of the CONSULTANT and in consideration of the premises, we \_\_\_\_\_(name of the Bank) do hereby agree to give such guarantee as hereunder and undertake to pay to the OWNER an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the OWNER by reason of any breach by the said CONSULTANT of any of the terms and conditions and the specific guarantees contained in the said LOI/Work order/CONTRACT.

2. We \_\_\_\_\_(name of the Bank) hereby guarantee to the OWNER due observance and fulfillment by the CONSULTANT of the terms and conditions of the said LOI/Work order/CONTRACT and of the performance and other guarantees which are a part of the said CONTRACT and agree and undertake that if the CONSULTANT fails to observe and fulfill the terms of the said CONTRACT, then the Bank shall immediately pay to the OWNER on demand such sum or sums of money to the extent of RUPEES/US dollars \_\_\_\_\_(Rupees/US Dollars \_\_\_\_\_only) being 10% of the agreed Contract value payable to the CONSULTANT on account of losses and damages as may be claimed by the OWNER by reason of such non observance and non fulfillment by the CONSULTANT as aforesaid and shall also indemnify the OWNER against all losses and damages which may be suffered by the OWNER as aforesaid and against all costs, charges, expenses which may be incurred by the OWNER in connection herewith not Exceeding RUPEES \_\_\_\_\_ (RUPEES \_\_\_\_\_only).

3. We \_\_\_\_\_(name of the Bank with complete address) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OWNER stating that the amount claimed is for breach by the said CONTRACT of any of the terms or conditions and the specific conditions/guarantees contained in the said CONTRACT or by reason of the CONSULTANT's failure to perform the said CONTRACT. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall Be restricted to an amount not exceeding RUPEES/ \_\_\_\_\_ (RUPEES \_\_\_\_\_only).

4. We \_\_\_\_\_(name of the Bank) undertake to pay to the OWNER money so demanded notwithstanding any dispute or disputes raised by the said CONSULTANT in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the CONTRACT shall have no claim against us for making such payment.

5. This guarantee shall be in addition to and not in substitution of any other guarantee or security to be furnished to the OWNER by the CONSULTANT in respect of the said CONTRACT.

6. We \_\_\_\_\_(name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said CONTRACT and that it shall continue to be enforceable till all the dues of the OWNER under or by virtue of the said CONTRACT have been fully paid and its claims satisfied or discharged or till Chairman / Managing Director, of the OWNER certifies that the terms and conditions and the specific guarantees of the said CONSULTANT have been fully and properly carried out by the said CONSULTANT and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the\_\_\_\_(six months from the date of this guarantee)\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

7, We,\_\_\_\_\_ (name of the Bank) further agree with the OWNER that the OWNER 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 CONSULTANT from time to time or to postpone for any time or from time to time any of the powers exercisable by the OWNER against the said CONSULTANT 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 reason of any such variation or extension being granted to the said CONSULTANT or for any forbearance, act or omission on the part of the OWNER or any indulgence by the OWNER to the said CONSULTANT or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the OWNER or the said CONSULTANT.

9. We \_\_\_\_\_ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OWNER in writing.

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

Notwithstanding anything stated above, our liability under this guarantee is restricted to RUPEES \_\_\_\_\_ (RUPEES \_\_\_\_\_ only) and this guarantee shall expire on \_\_\_\_\_.

Unless a written demand or claim under this guarantee is filed against us within six months from the date of expiry of this guarantee, all rights of the OWNER under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature of a person duly authorised  
to sign on behalf of the Bank)

## Draft Agreement

Draft Agreement for carrying out the study for Environment Assessment and Risk Analysis at VCMF/OWNER, Khasara No.28, Mouza - Marajghat, P.H. No.13, Tq-Umred, Distt. Nagpur as per Scope of Work.

This AGREEMENT is entered into on this ..... Day of .....2020 , between The Vidarbha Cooperative Marketing Federation Ltd, Nagpur, Maharashtra, a cooperative society/ Federation registered under The Maharashtra Cooperative Society Act, having its registered office at Ganesh Peth, Nagpur – 440018, Maharashtra, India (Hereinafter referred to as OWNER, which expression shall unless repugnant to the context or to the meaning thereof include its successors and permitted assignees), of the one part,

AND

-----, a company organized and existing under ----- and having its principal office ----- (Hereinafter referred to as CONSULTANT), which expression shall unless repugnant to the context or to the meaning thereof include its successors and permitted assignees, of the other part.

WHEREAS OWNER owns open land at Marajghat, Tq-Umred, Distt. Nagpur (in the State of Maharashtra, India) (Hereinafter referred to as proposed plant at MARAJGHAT, TQ-UMRED, DISTT. NAGPUR ).

WHEREAS OWNER has decided to carrying out the study for Environment Assessment and Risk Analysis at VCMF/OWNER Marajghat, Tq-Umred, Distt. Nagpur, through a consultant and for this purpose OWNER issued an NIT and has decided to engage M/s \_\_\_\_\_ as its consultant vide Work Order/LOI ..... dated .....

WHEREAS M/s \_\_\_\_\_ has agreed be OWNER's consultant to conduct the above study in the proposed site at MARAJGHAT, TQ-UMRED, DISTT. NAGPUR;

Now THEREFORE, for and in consideration of premises and the mutual covenant herein contained it is hereby agreed by the parties hereto as follows:

### ARTICLE-1

All the terms and conditions of NIT, LOI and the Work order dated ..... and its Amendments thereof as attached in Appendix 1 of this AGREEMENT shall form part and parcel of this AGREEMENT. In the event that there is contradiction between the terms and conditions in the NIT, LOI and the Work order including its amendments and all correspondence exchanged by and between OWNER and CONSULTANT in relation to the contract, then the terms & conditions in the Work order including its amendments shall prevail.

Though this agreement is signed on \_\_\_\_\_ of \_\_\_\_\_, but effective date of Contract shall be the date when LOI/WO is issued by OWNER.

### ARTICLE 2

#### 2.0 Notices and addresses:

All notices under this AGREEMENT shall be in writing and shall be given either personally or by registered post/ courier, e-mail ( in case of e-mail messages shall be confirmed by letters) and shall be deemed adequately served as & when received by the party to be notified at it's address set forth herein. Either party may by written notice to the other change its address for receiving such notices.

#### **VCMF/OWNER:**

**The Vidarbha Coop. Marketing Federation Ltd.,**  
 Ganesh Peth, Nagpur – 440018,  
 Phone No.: 0712 2971729, 2754685.  
 Email: [vcmfhongp@gmail.com](mailto:vcmfhongp@gmail.com)

**CONSULTANT:-----**  
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**3.0 ARTICLE 3 : ARBITRATION**

- 3.1 Except otherwise provided in this Contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred the Arbitration in accordance with the provision of Arbitration and conciliation act, 1996
- 3.2 The Arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there under.
- 3.3 Both Parties shall continue to fulfill their respective obligations under this CONTRACT during the arbitration proceedings.
- 3.4 The venue of arbitration shall be Nagpur, Maharashtra, India.

IN WITNESS WHEREOF the undersigned have executed this AGREEMENT

SIGNED at .....		On this .....	
For and on behalf of <b>CONSULTANT</b>			
Signature	:	.....	
Name	:	.....	
Designation	:	.....	
In Presence of:			
1.....		2.....	

SIGNED at .....		On this .....	
For and on behalf of Vidarbha Cooperative Marketing Federation Ltd, Nagpur, Maharashtra			
Signature	:	.....	
Name	:	.....	
Designation	:	.....	
In Presence of:			
1.....		2.....	