**TECHNO COMMERCIAL PROPOSAL**

**OF**

**SUPPLY 4 m3/hr SIRO**

**Kind Attn : Mr. Vijith Nittur**

**Dated : 04-12-2017**

**BY:**

**Mr Kiran Nayak**

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**SIRO PLANT**

**SPECIFICATION OF SIRO PLANT - 8” CONFIGURATION**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| MODEL NO | MAX FEED TDS (PPM) | OUTLET TDS (PPM) | CAPACITY (LPH) | REC% | FEED FLOW (LPH) | REJ. FLOW (LPH) | REC. FLOW (LPH) | ROM(Sq.Ft) | PRESSURE TUBES | CT & CF - 2 |
| 8” SIRO -41- 2000 A | 4000 | 175 | 3500 | 66 | 5303 | 1803 | 1500 | 365 | 1 Nos. 4Element 8” | 450 ltr LDPE + PP Cartrige |

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| **STATEMENT OF SCOPE OF SUPPLY - MECHANICAL** |

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| --- | --- | --- |
| ITEM | MAKE | SPECIFICATION |
| MODEL NO |  | 8” SIRO -41- 4000 A (Basic) |
| DUAL MEDIA FILTER | FRP | FXLDMF600 |
| SOFTNER | FRP | US16 |
| CHLORINE DOSING |  |  |
| CARTRIGE FILTER – 1 |  | PP |
| HP PUMP | XYLEM (ITT)  LOWARA (1W+1S) | 10SV17V75T |
| DOSING |  | 1. Hypo 2. SMBS 3. Anti Scalant 4. pH (0-4 LPH Asia LMI Pump) 5. 80 ltrs HDPE tank |
| ELECTRICAL |  | 3 PH, 415 V, PWR & HPP, CIP PUMP |
| INSTRUMENTS |  | 1. Flow indicator – 2Nos 2. Conductivity – 1 No 3. Pressure indicator – 1 Lot 4. Pressure switch – 1 No 5. Anti tank level switch – 1 No 6. Permeate tank level switch – 1No 7. SIRO Controller   All TL Approved Make |
| Piping |  | Low Pressure UPVC & High Pressure SS316 |
| Skid |  | MS |

**LIMITING CONDITIONS OF THE PLANT**:

* OXIDISING ELEMENTS : NIL
* OIL & GREASE : NIL
* WATER SOURCE : BOREWELL
* PH : 4 – 11
* CHLORINE : NIL
* SDI : 3 (Max)

ALL MAKE WILL BE AS PER THERMAX APPROVED VENDOR FOR SIRO MODEL. ANY DEVIATION/

SPECIAL MAKE WILL HAVE PRICE IMPACT ON THE PRODUCT.

**1. MEMBRANES – DOW (IG - INDUSTRIAL GRADE) / HYDRAUNAUTICS / GE**

**2. HPP – XYLEM -LOWARA**

3. PRESSURE SWITCH - ASTER

4. FLOW INDICATOR – UKL/ASTER

5. CONDUCTIVIOTY SENSOR – ASTER

6. PANEL – ASTRO / LCU for Auto Operation

7. PRESSURE TUBE – FPR – UKL

**Note: Dow Membranes offered are not NSF approved.**

**ANALYSIS FOR SIRO PLANT**

|  |  |  |  |
| --- | --- | --- | --- |
| **A** | **TDS -2000 PPM (BASE**  **ANALYSIS)** |  |  |
| A | Source |  | Bore |
| B | TDS | PPM | <2000 |
| C | PH |  | 6.5-7.5 |
| D | Total Hardness as CaCO3 | PPM | 500 |
| E | Total Alkalinity as CaCO3 | PPM | 300 |
| F | Chloride as Cl | PPM | 715 |
| G | Sulfate as SO4 | PPM | 300 |
| H | Silica as SiO2 (Reactive) | PPM | 20 |
| I | Silica (Colloidal) | PPM | Nil |
| J | Heavy Metal | PPM | <0.1 |
| K | COD | PPM | <5 |
| L | BOD | PPM | <2 |
| M | SDI | NA | <3 |
| N | Free Chlorine | PPM | Nil |
| O | O&G | PPM | Nil |
| P | Iron | PPM | <1 |

**Note :** We have considered the inlet parameters of water to be free from heavy metals.

Any deviation from the above mentioned test report might have direct effect on outlet of the plant.

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| **UNPRICED BID AND COMMERCIAL TERMS AND CONDITIONS** |

* Our Prices for Supply of items as mentioned

in scope of supply of 4 m3/hr SIRO Plant offer

8” SIRO – 41- 4000 A(BASIC) - **Rs. 9,31,560rs**

* The price quoted is ex Udupi basis
* Packing and forwarding included
* GST @ 18% is applicable

|  |  |
| --- | --- |
| **Payment Terms** |  |
| Advances | 50% |
| Balance Payment | Remaining 50% along with all taxes prior to dispatch |
| Delivery | 8 weeks from the date of receipt of techno-commercially clear PO with advance |

**EXCLUSIONS :**

* Raw water & Treated water Tanks.
* All plumbing works extra
* Bore water transfer pumps extra
* Piping from Feed Water Tank upto inlet of R.O/ Raw water Tank
* Piping from outlet of R.O/Treated water tank
* Drain arrangement, Drain sump for Softener/Filter Backwash water
* Supply of water & Power.
* All Electrical Connections
* Anything not Specifically mentioned in above quote
* Backwash/Maintanance of system post commissioning
* Unloading and safe storage of equipment at site

**OTHER COMMERCIAL TERMS & CONDITIONS:**

1. **NATURE OF CONTRACT**

Our offer is based on Divisible Order basis – Two separate orders for Supply of Items as listed in Scope of Supply and Service order for Unloading, Supervision of Erection, Commissioning and Trial runs. Values for the same will provided during Techno commercial discussions.

1. **SCOPE OF SUPPLY**

The scope of supply of the equipment shall be limited to the Annexure -III i.e. Scope of Supply of this offer only.

1. **ADDITION TO THE SCOPE OF WORK**

The scope of supply is restricted to supply of equipment as highlighted above. Any subsequent additions or alterations will be acceptable to supplier provided the same is convenient and the prices and delivery period are suitably revised.

1. **EFFECTIVE DATE OF ORDER**

Unless specifically agreed otherwise, the effective date of the order will be:-

A) The date of receipt of commercially and technically clear LOI by the Seller with and

B) The date of receipt of all amendments requested for by the Seller to correct deviations and discrepancies in the Purchase Order if any and

C) Receipt of advance within seven days from the date of submission of necessary documents as mutually agreed. The period of delivery / completion of work will be reckoned from the effective date of LOI as determined above.

**05. DELIVERY**

We shall deliver / Erect the work within 12 weeks from the effective date as determined above subject to:-

a. Approval of the drawings within 10 days after the submission to the Purchaser.

b. Inspection or waiver within 10 days of intimation.

c. Receiving payments within 10 days from the date of submission of proforma invoice / invoice as per mutually agreed payments terms and schedule.

d. Providing inputs / fronts within 10 days of intimation.

e. Extra time incurred for post order alteration additions to work as per Purchaser’s / their consultants instructions.

f. Force majeure conditions.

g. The firm Purchase Order is received within 30 days from the date of Letter of Intent.

**06. PRICE VARIATION**

The price for supply of equipment is based on the current foreign exchange rate and customs duty for the imported content and rates of excise duty and sales tax and any other Govt./Municipal levies, ruling on the date of Seller’s quotation and will therefore be subject to adjustment in the event of variation in the above rates. Also, consequential impact of the above rates on any other levies such as customs duty,

**07. SUB-SUPPLIERS / SUB-CONTRACTORS**

The equipment shall be fabricated in the Sellers place or at any sub-contractor’s place, in view of the overall responsibility for the expeditious execution of the entire work by the Seller. He shall be free to choose his sub-suppliers and sub-contractors. Vendor list is enclosed with the offer.

**08. INSPECTION & TESTING**

The inspection will be generally conducted as per the quality assurance plan and the goods will be manufactured specifically as per Thermax standards unless otherwise expressly mutually agreed.

**09. DELAYS IN THE PAYMENTS**

In case the payment against proforma invoice is not released within 15 days from the date of submission of invoice / or along with the agreed documents / or Purchaser fails to open necessary Letter of Credit within stipulated time then

1. Seller will charge interest @ 22% from the date of submission of proforma invoice till the payment is released.

2. If the payment is not forthcoming within 30 days from the date of submission of proforma invoice, the Seller reserves the right to charge interest @ 22% per annum and also reserve the right to charge warehousing charges @ ½% per week subject to maximum of 5% of the order value.

**10. FORCE MAJEURE CLAUSES**

We shall be under no liability for delay in delivery / completion of work of we or our Sub Contractors / suppliers are prevented from discharging our respective obligations under the contract for cause beyond our reasonable control including but not limited to war whether declared or not, invasion, act of hostilities, riots, civil commotion, labour disturbance, strikes, lockouts, layoffs, mutiny, insurrection, rebellion, revolution, epidemics, accidents, sabotage, fire, earthquake, floods, Government orders and restrictions, level enactments, delay or inability to obtain materials due to change in import policy or other statutory restrictions, back of transport facilities, interruptions / restrictions in power supply, damage to or breakdown of plant, machinery and equipment, terrorism etc.

**11. CONSEQUENTIAL DAMAGES**

Neither party shall at any time liable to the other for any loss nor profits or any similar indirect damages, however, described, incurred or suffered by either party in respect of the project.

**12. EXCESS MATERIALS**

Since we shall be sending to site some items in excess for smooth and uninterrupted erection and commissioning such items which remain unused will be our property and will be removed by us and the Purchaser do hereby expressly agrees not to prevent the same.

**13. COMMISSIONING**

It will be responsibility of the Purchaser to make all arrangements and provide all facilities and materials for carrying out pre-commissioning tests, before the date of readiness for such tests as intimated by us. In the event of delay on the other part of Purchaser in making these arrangements and consequent delay in commissioning of equipment, the Purchaser will release all such payments that could have been due to Seller on commissioning of equipment.

**14. OPERATING PERSONNEL**

The Purchaser will ensure his operating personnel is made available before commissioning to enable them witness all commissioning activities / tests and satisfy themselves about all guaranteed parameters.

**15. ACCEPTANCE OF THE PLANT**

In case the plant is not commissioned after the supply within a period of 30 days due to the non availability of inputs or any other reason whatsoever, attributable to the Purchaser, the plant will be deemed to have been successfully commissioned and the Purchaser do hereby expressly agrees for the same.

**16. INSTALLATION / COMMISSIONING / TESTING AND HANDING OVER**

In case the plant cannot be erected / commissioned / tested for performance guarantee purposes due to no fault of Thermax within 15 days from the date of intimating the readiness from our side to Purchaser, the plant will be deemed to have been erected / commissioned / tested for performance guarantee purposes. The date of intimation of readiness shall be considered for the purpose of warranty period calculation and any final money due to us on that said date shall be released to us. Also, our contractual liability with respect to our scope of activities will cease to exist.

However, we shall depute our engineers for carrying out erection / commissioning / testing on receipt of your intimation of readiness on chargeable basis. During that idle period the responsibility of safe storage and keeping the materials / components properly will be yours. Any damage / improper maintenance observed during that period will be made good by us on chargeable basis.

Once the plant is taken into commercial use or the P.G. test is completed and results are obtained as per the agreed specifications, the plant is deemed to have been taken over by Purchaser, or their ultimate customer, if any.

**17. WARRANTY FOR EQUIPMENT**

Our liability in respect of any defect in failure of equipment supplied and commissioned by us or any loss, injury or damage attributable thereto, is limited to making good by replacement or repairs of defects which under proper use appear therein provided the equipment is operated and maintained in accordance with our instructions and arise totally from proved faulty design, materials or workmanship within a period of 12 months from the date of commissioning of the equipment or 18 months from the date of last major despatch, whichever is earlier. At the termination of which period all liability on our part will cease. This warranty is applicable under the following conditions.

A) Any replacement / repairs required to be made under the provisions of the above warranty will be carried out at our option either at site or at our option either at site or at our fabrication shop in Pune. In the latter case, you will arrange to promptly return the defective parts to us.

B) After repairs / replacement, the period of warranty for the entire equipment including replaced / repaired parts will limit itself to the unexpired portion of the total warranty period.

C) Bought out components are guaranteed by us only to the extent of guaranteed given to us by our suppliers. Electrical components such as heaters, motors, contactors etc. rubber components and instruments such as pressure gauges, rotameters, combistats etc. are however not covered under this warranty.

D) In respect of the equipment where despatch after readiness is delayed due to specific instructions or lack of instructions from you, the warranty will be limited to 18 months from the date of readiness for despatch of requirements notified by us.

E) No repairs or replacements, unless authorised by us in writing, will be carried out by any other party on our equipment during warranty period.

The warranty period does not cover the following:-

a) Normal wear and tear.

b) Damages/defects arising out of mal-operation of the plant by the Purchaser and accidents.

The company and Purchaser agree that, in consideration of the above express warranty and the performance warranties, all other warranties other than title either expressed or implied, whether arising under law of equity including, warranties of merchantability and fitness for a particular purpose are excluded from this contract.

The sole liability of the company and the exclusive remedy of the Purchaser arising out of the manufacture, sale, furnishing or erection of the equipment hereunder shall be limited to the cost of repair or replacement of defective parts as herein specifies.

**18. ARBITRATION**

All disputes arising in the execution of this order, which can not be settled by mutual negotiations, shall be referred for arbitration in accordance with the provisions of Indian Arbitration Act, Venue for such arbitration shall be mutually agreed. During the period of arbitration the Purchaser will release all payments to the Seller as per the invoices. However, the Seller will continue with execution of the order during the course of arbitration proceedings unless otherwise directed by the Purchaser in writing or ordered by the arbitrators.

**19. CANCELLATION**

The Purchaser can not unilaterally cancel the order at any time in whole or in part, in the event of order being cancelled by Purchaser at Seller’s cost incurred / committed by the Seller including cost of part of work executed / under progress on date of receipt of such written notice of cancellation the Purchase do hereby authorise the Seller to adjust all amounts lying to the credit of Purchase. No cancellation shall take effect without sufficient reason and due notice of minimum four weeks.

**20. GENERAL LIEN**

We shall be entitled to General lien on goods in our possession or despatched for all money due to us from the Purchaser. Both under this contract or on any other account and we shall also be entitled to apply any money in our hands under any contract due to us under any other contract or otherwise.

**21. INTERRUPTION / HOLD-UP OF WORK**

Should the execution / despatch of equipment are deferred at Purchaser’s instructions on lack of instructions, he will forthwith release payments which would have become due to Seller at that stage / on despatch and will also pay charges for storage / on despatch and will also pay charges for storage and insurance of equipment till the release of despatch and in such a situation prevails for more than 45 days or otherwise actually agreed, the terms of contract will be renegotiated.

**22. GENERAL**

All conditions or other matters pertaining to this offer not expressly stipulated will be a matter of mutual discussions and agreement at the time of accepting the order.

**23. JURISDICTION**

All contracts between Purchasers and ourselves are deemed to be entered into at Pune, and are therefore, subject to the jurisdiction of courts at Pune.

**24. OFFER VALIDITY**

Unless revoked previously, our offer is valid for a period of 30 days from the date of this offer.

**25.STATUTORY VARIATION:**

Any change in Govt., duties levies, taxes or policies having direct effect on our above quoted prices will be at customers account for which documentary evidence will be submitted on request.

26. **PAYMENTS:**

Payment Shall be made in the name of “Life Essentials”

Thanking you.

Yours truly,

**Mr Kiran Nayak**

**Life Essentials**

**Thermax Channel Associate**

**Ph. No. 7829958899**