

# TENDER DOCUMENT

## FOR

***” End to End solution for Integration E- Invoicing/E-way Bill,  
B2C QR code & GST with SAP at RFCL Noida, Corporate  
Office”***

**E-Tender No – RFCL- 54727**



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

**Ramagundam Fertilizers and Chemicals Ltd**

*(A Joint Venture Company of EIL, NFL & FCIL)*

CIN: U24100DL2015PLC276753

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**INSTRUCTIONS TO THE TENDERER****1. Important Dates:**

The following is an indicative timeframe for the overall process. RFCL reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes to the timeframe will be communicated to the affected Respondents during the process:

| Particulars   | Details   |
|---|---|
| Tender Number   | RFCL / IT/ C&P/ E-Invoicing/ MARCH/ 2023  |
| Tender Title  | "End to End solution for Integration E- Invoicing/E-way Bill, B2c QR code & GST with SAP at RFCL Noida, Corporate Office" |
| Date of Publishing of Tender                                    | <b>17/03/2023 at 10:00 hrs</b>  |
| Pre-bid meeting   | <b>21/03/2023 at 11:00 hrs</b>  |
| Documents Download End Date & Time                              | <b>28/03/2023 at 16:00 hrs</b>  |
| Bid submission last date & time                                 | <b>28/03/2023 at 16:30 hrs</b>  |
| Technical bid opening date & time                               | <b>28/03/2023 at 17:00 hrs</b>  |
| Price bid opening date & time for technically qualified parties | To be notified later  |
| Place of Opening of Bids  | RFCL's H.O. office, NOIDA   |
| RFCL's website  | <a href="https://rfcl.abcpurchase.com/RFCL">https://rfcl.abcpurchase.com/RFCL</a>   |

**Note:**

After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned /amended.

RFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the Vendors by email/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the bidder to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. RFCL shall not be responsible if a bidder is not able to participate in any activity related to this tender due to change in tender schedule.

**2. Mode of Tendering**

Ramagundam Fertilizers and Chemicals Ltd (RFCL) intends to select a vendor for "E-Invoicing Integration (SAP)" as per scope given in the tender document, in two part bid system, through e-tendering. In this regard, RFCL invites offers from eligible bidders. The NIT will be posted on **website: <https://rfcl.abcpurchase.com/RFCL>, [www.rfcl.co.in](http://www.rfcl.co.in)** where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The proposal should be prepared in English in MS Word/Excel format. Bidder may submit the Bid Formats dully filled and signed could be scanned. Other documents could be in PDF format.

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

Windows 7, 8, 10 professional or higher version.

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

**a) Pre-Requisites for Login Credentials:**

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

**b) Pre-Requisites for DSC Registration:**

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class3 DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited.
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.

DSC of the Vendor will mapped with their User Id once they Login first time.

Bidder shall submit their bid and participate in this tender as per the requirements of the e-tendering system. However, in case of any help/clarification Bidder may refer to User Manual section on Home Page of e-procurement portal i.e. [www.tenderwizard.com/RFCL](http://www.tenderwizard.com/RFCL) or contact any one of the following:-

**c) M/s Ramagundam Fertilizers & Chemicals Ltd**

**Sh. Shashi Prakash,**  
Sr. Manager (Contracts & Procurement)  
Ramagundam Fertilizers & Chemicals Ltd ,  
4<sup>th</sup> Floor, KRIBHCO Bhawan, Sector-1, NOIDA- 201301  
Contact No.-0120-2553600  
e-mail: [sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in)

**3. Our Service provider (for e-tender process/procedure related):**

|   |   |           |  |  |
|---|---|-----------|--|--|
| 1 | Approval of Profile & DSC Verification  | Help Desk | +91 - 63532 17080,<br>+91-90990 90830                                      | <b>info@abcprocure.com</b><br><b>dsc@abcprocure.com</b>            |
| 2 | e-Tender Submission   | Help Desk | +91 9904406300 ,<br>+91 9510812960 ,<br>+91 9265562821 ,<br>+91 6354919566 | <a href="mailto:support@abcprocure.com">support@abcprocure.com</a> |
| 3 | e-Auction related Queries   | Help Desk | +91 - 98799 96111,<br>99044 07997,<br>95108 13415                          |  |
| 4 | <b>Office Hours:</b><br>Monday to Friday - 10:00AM to 07:30PM (IST)<br>1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST)<br>2nd and 4th Saturday - Holiday |           |  |  |

4. To participate in e-tendering of RFCL, please refer “Bidder’s Manual on the homepage” on website: <https://rfcl.abcprocure.com/RFCL> for System requirement, Browser configuration, procedures etc.

5. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. RFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.

6. It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, vendors will have to use a Class II/III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. . Guidelines as indicated in <https://rfcl.abcprocure.com/RFCL> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.

It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.

7. The tender document contains the General Terms and Conditions i.e., Annexure-IV, which shall be duly signed by the tenderer or their authorized representative and uploaded. Tenderers may note that conditional offers shall not be entertained.

**8. TENDER OPENING**

The tenders will be opened electronically by RFCL at Head Office, NOIDA. The submission of bids may however be done by vendors from their office or from place of their choice within the scheduled due date and time.

Price bid of all techno commercially qualified vendors shall be opened electronically with prior intimation of date and time of opening to all qualified vendors by RFCL. RFCL reserves the right to reject or accept any tender without giving any reason.

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

**12. SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

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

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

**13. Name & Address of Consignee:**

|  |
|--|
| M/s Ramagundam Fertilizers And Chemicals Ltd<br>4 <sup>th</sup> Floor, Wing-A, KRIBHCO Bhawan, Sector-1 Noida Uttar Pradesh-201301 |
|--|

**14. Payment Mode:**

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

**15. GST Nos.**

|             |                      |
|-------------|----------------------|
| RFCL, Noida | 09AAH09AAHCR2335P1ZV |
|-------------|----------------------|

16. The offers submitted by MSE, shall be considered in Accordance With Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly

from the Public Procurement Policy. Few Highlights of the benefits proposed to MSMEs are as under:

- *There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).*
  - *MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 20% of tendered value at L-1 subject to lowering of price by MSEs to L-1.*
17. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of **120 days** from the date of opening of the tender (Technical bid) and should be on FOR **RFCL Ramagundam** (Telangana), **including transit insurance**. Transit Insurance shall be covered by supplier. The rates should be quoted both in figures and in words.
18. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.
19. The tenderer shall submit prescribed Earnest Money Deposit Amount (as the case may be) either by demand draft payable to Ramagundam Fertilizers and Chemicals Limited, New Delhi or Bank Guarantee from a Scheduled Bank operating in India except Rural and Cooperative Banks or Online through NEFT, which shall be refunded as expeditiously as possible after finalization of tender. No interest is payable on such deposit. Tenders without earnest money or relevant Certificate / documents claiming Exemption shall be rejected.
20. Whenever the bidder is silent about the acceptance of NIT conditions such as SD bank guarantee, warranty period, PRS / liquidated damages, Jurisdiction etc, it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
21. **SAC CODEs**  
The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).

Bidder / Vendor shall have valid GSTIN / GST, Provisional ID and provide Invoice/bill and all other documentation (such as E Way bill, transportation copy of invoice/bill, etc.) in such form and manner as may be prescribed under the GST Act and Rules.

Thanking You  
For & On behalf of Ramagundam Fertilizers and Chemicals Limited

**Shashi Prakash**  
**Sr. Manager (Contracts & Procurement)**

**ANNEXURE-II**

**ELIGIBILITY CRITERIA FOR BIDDERS for Submission of Tender for – “End to End solution for integrating E-invoicing/E-way Bill, B2C QR code & GST with SAP S4 HANA” at RFCL, NOIDA**

| S.N            | Conditions  | Documents required (To be submitted along with Technical bid)   |            |   |
|----------------|---|---|------------|---|
| 1.             | <p>Bidder should be either Company Limited / Partnership firm/Sole Proprietor / having successful experience during the last Two (2) years in End to End solution for integrating E-Invoicing</p> <p><b>Note:</b><br/> <i>“The last 2 years shall be counted from last date of the preceding month in which tender has been Issued.”</i></p>  | <p>i) For Public/ Pvt Ltd Company - Name of the Company (Pvt./LLP etc) to be mentioned. Valid Documents viz, Certificate of Incorporation/ Memorandum and Articles of Association, ISO / GST Registration Certificate / Udyog Aadhar / Udyam / NSIC or equivalent or any other certificate issued by statutory Authority.</p> <p>ii) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest).</p> <p>iii) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p> <p>iv) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above .The Authorization certificate should be issued for specific tender/enquiry.</p> |            |   |
| *2.            | <p>Bidder should have successfully completed End to End solution for integrating E- Invoicing/E-way Bill/ B2C QR code (s)/ (any of the said modules) during immediate last 2 years as mentioned below :</p> <p><i>One work each not less than ₹ 11.52 lakhs (excluding applicable Taxes).</i><br/>or</p> <p><i>Two works each not less than ₹ 7.20 lakhs (excluding applicable Taxes).</i><br/>or</p> <p><i>Three works each not less than ₹ 5.76 lakhs (excluding applicable Taxes).</i></p> <p><b>Note:</b><br/> <i>“The last 2 years shall be counted from last date of the preceding month in which tender has been Issued i.e, upto 28.02.2023.”</i></p> | <ul style="list-style-type: none"> <li>• Copy of PO, Invoices, Completion Certificate from the organization where the work is executed or any other documents viz copies of Invoices Challans which corroborates the execution, is to be enclosed mentioning the completed value of each single work executed.</li> <li>• The contact details of Customer(s) may be mentioned in order to verify the antecedents.</li> </ul>  |            |   |
| *3.            | <p>The Annual financial turnover shall as below in at least one of the immediate Three preceding financial years (In any of FY: 2021-22, 2020-21 &amp; 2019-20):</p> <table border="1" data-bbox="264 1980 895 2018"> <tr> <td>For the vendor</td> <td>₹ 15 lakhs</td> </tr> </table> <p><b>Note:</b><br/> <ul style="list-style-type: none"> <li>• In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing</li> </ul></p>   | For the vendor  | ₹ 15 lakhs | <p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years i.e.:</p> <p align="center"><u>FY: 2021-22, 2020-21 &amp; 2019-20.</u></p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered</p> |
| For the vendor | ₹ 15 lakhs  |   |            |   |

|     |   |  |
|-----|---|--|
|     | <p><i>law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited.</i></p> <p><i>Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.</i></p> | Accountants (not being an employee or a director or not having any interest in the bidder's company).  |
| 4.  | <p>The net worth of the bidders should be positive for the Financial year <u>FY: 2021-22</u>.</p> <p><b>Note:</b><br/> “*date of last Financial year should be mentioned considering the period in which tender is issued”.</p>   | <p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* <i>Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</i></p> |
| *5. | <p>Bidder should have minimum working capital of ₹ 15 lakhs as mentioned below {(as per Audited Financial result of <u>FY : 2021-22</u>)}</p> <p>“Working capital should be current assets minus current liabilities.</p>   | <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit <i>(as on preceding month in which tender has been issued)</i>.</p> <p>Or,</p> <p>Copy of audited balance sheet for the Financial year, <b>FY : 2021-22</b>.</p>      |
| 6.  | <p>I. Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be <b>delisted / on Negative List</b> by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the <b>Holiday list</b> of RFCL.</p>   | Self-certification(s) for both should be submitted on Party's letterhead for the same.   |



**SUBMISSION OF DOCUMENTS. (AS PER ANNEXURE -II)****There shall be two-part bidding system for this tender**

*Part -1: The submission/up loading of information, undertakings, documents, certificates etc. for techno-commercial bid part are given as under:*

| S. | Contents to be uploaded  | Bidder's Confirmation |
|----|--|-----------------------|
| 1  | Details of scan copy of DD/ RTGS/UTR No. towards EMD of Rs.25, 000/-   |                       |
| 2  | I. All Requisite documents as required in BQC.<br>II. A letter of Authorization for the person responsible for day to day activities to be uploaded for all categories.  |                       |
| 3  | Income Tax returns for the last three years. (Self-certified)  |                       |
| 4  | Permanent Account Number. (Copy of self-certified PAN card of self/firm –as applicable).   |                       |
| 5  | Goods and Service Tax Registration No (self-certified).  |                       |
| 6  | Requirement of undertaking regarding registration under <b>MSMED Act-2012</b> : If the parties submitting tender are registered as Micro/Small/Medium Enterprises as per MSMED act-2012 , the same may be confirmed by the party in form of undertaking given on its letterhead and also upload a copy of the registration certificate in support thereof. |                       |
| 7  | Prices should be quoted on FOR, RFCL, 4 <sup>th</sup> floor, Wing A, Kribhco Bhawan, Noida (U.P) strictly as per SOR.  |                       |
| 8  | <b>Delivery period:</b><br>Bidder to quote shortest delivery period.   |                       |

**Part -2:** *The submission/up loading of PRICE BID as per SOR.*

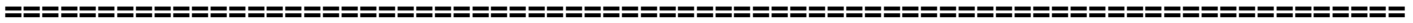
*Bidders shall be required to upload the digitally signed certified copies of the documents mentioned above for meeting the eligibility criteria along with their unpriced bid on the e-tendering portal. In case digitally signed certified documents are uploaded, bidder shall not be required to submit the original certified documents in physical form. However, in case the above documents(digitally signed) are not submitted through e-tendering portal as per the requirement ,bidder shall submit the certified documents in original before the schedule date of opening of Technical bids.*

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

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**LIST OF SERVICES**

| S.No | Item Description   |
|------|--|
| 1    | End to End Solution for Integrating E invoicing/E-way Bill, B2C QR code & GST with SAP S4 HANA |



**SPECIAL TERMS & CONDITIONS**

1. **Acceptance Test:** Acceptance test shall be conducted by IT department of RFCL to insure the successful completion of the job. On successful completion of acceptance test, the installation / acceptance certificate shall be issued by the authorized representative of RFCL.
2. **AMC Period:** AMC period may be reduced or extended on same terms & conditions for a period of one year at the discretion of RFCL depending upon satisfactory performance. The rates, terms & conditions shall remain firm for the entire contract period.
3. AMC period shall be one year from the date of Go-Live.
4. **Mobilization period:** Seven (7) days from the date of LOI.
5. **Contract Period:** The total implementation envisaged to be completed in 64 days from the date of Mobilization period.
6. **Pre-bid meeting:** The pre-bid meeting shall be held Online and interested bidders shall send their request for participation in pre-bid meeting at- [vikash@rfcl.co.in](mailto:vikash@rfcl.co.in); [dinesh@rfcl.co.in](mailto:dinesh@rfcl.co.in), [sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in) .
7. **Price Reduction Schedule (PRS):**

Time of delivery as mentioned in the work order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Engineer-in-Charge.

- a) In case of delay in Integration of each defined Module(s) by scheduled delivery period or as permitted by Engineer-in-charge of RFCL, successful bidder shall claim payment after reducing the invoice value on account of price reduction schedule due to delay in delivery (@ half percent (1%) of the quoted basic cost of that particular module for every week of delay or part thereof, limited to a maximum of Five percent (10%) of the delayed Integration.
  - b) In case, while raising the invoices, the seller does not reduce the invoice value in the above manner, such deduction shall be effected from the seller invoices by RFCL while releasing the payment and Credit Note (GST compliant) is required to be raised and submitted by the successful bidder.
8. **Cancellation of the contract:** RFCL reserves the right to cancel the contract, if services are found to be unsatisfactory without giving any explanation on this account.

**(Shashi Prakash)**  
Sr. Manager (Contracts & Procurement)  
Ph- 0120-2553-614  
Email-[sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in)

**SCOPE OF WORK**

**Sub: Providing End-to -End solution for integrating E-invoicing/E- way Bill & B2C QR Code with SAP S4 HANA at RFCL**

**1. Scope Of Work:**

The broad scope of the work shall include the followings:

- 1.1. Mapping of various data fields in B2B invoices of RFCL required for E invoicing/ E-way Bill/ B2C QR Code generation.
- 1.2. Development of workflow management for implementing E-invoicing/ E-way Bill/ B2C QR code.
- 1.3. Post ascertaining the requirement; provide end to end solution for integration of E-in voicing / E-way Bill & B2C QR Code with SAP S 4 HANA as per the guidelines of GST council.
- 1.4. ASP functionality shall be installed at RFCL premises and all the validations shall be carried out through this before generation of E-invoicing/ E- way Bill on IRP/ NIC portal & B2C QR Code.
- 1.5. Development and deployment of procedures at one RFCL SAP Server for automatic retrieval of data of B2B invoices from RFCL SAP server for sending it to Invoice Registration Portal (IRP) of NIC.
- 1.6. Validation of the data generated at (1.5) above before sending it to IRP / NIC.
- 1.7. Facilitating generation of E- in voices / E-way Bill at IRP / NIC.
- 1.8. Generation of response for successful or failed transactions.
- 1.9. Updation of IRN / QR Code & E-way Bill against each invoice into our SAP Server.
- 1.10. Development of workflow to re-upload unsuccessful transactions after making necessary changes.
- 1.11. The Vendor shall provide support / maintenance of the above procedures / API's for One year.
- 1.12. Any changes as mandatory by the IRP/ NIC shall be in the scope of the Vendor through the period of contract.
- 1.13. Auto generation of Error / mismatch report on the basis of validation checks agreed upon.
- 1.14. Procedure for cancellation of invoices/E-way Bill incorrectly generated within prescribed timeline.
- 1.15. Transaction status of all E-In voices/ E-way Bill should be available in respective user's login.
- 1.16. MIS Reports/ view also available for monitoring/ controlling purpose.
- 1.17. After getting IRN / QR code from IRP porta l & E-way Bill from NIC portal Vendor should provide support for printing of IRN / QR code & E-way Bill Number at the invoices generated by RFCL SAP.
- 1.18. All pre-existing input s should be captured automatically.
- 1.19. All development required for the integration should be in the vendor's scope.
- 1.20. Changes on form for IRN details & QR Code will be in the vendor's scope.
- 1.21. RFCL has one SAP instance for which end to end integration is required.
- 1.22. RFCL shall provide development and testing environment.
- 1.23. Source code shall reside on RFCL SAP servers.
- 1.24. Data shall reside on RFCL SAP servers.
- 1.25. Secure gateway shall be provided for data exchange between RFCL SAP servers and IRP/ NIC.
- 1.26. The total number of invoices including Debit/Credit note shall be about approx. 23000.
- 1.27. Data for E-invoicing/ E-way Bill shall be available on SAP server Access of SAP

server shall be provided as per requirement of the successful bidder

- 1.28.** GSTR2A/GSTR2B - System shall be able to generate the integrated reconciliations with "GSTN & RFCL Books".
- 1.29.** GSTR-6 (ISD) GSTR-7 (TDS) / GSTR-1 / GSTR 3B - Shall provide the best possible solution to adhere required statutory obligations (defined as per GST Act) with reconciled integrated reports / returns having option for review and submit before filing/upload of data to GSTN including. Jason file generation.
- 1.30.** Annual return and Reconciliation (GSTR9/C) / ISD Return (GSTR-6) and other reporting requirements- System shall be able generate required integrated reports or returns for necessary filings manually.
- 1.31. GSTR-1:**
  - a) Real time upload of outward invoices/Debit Notes/Credit Notes/Bill of supply to the GSTN system, shall ensure that every relevant outgoing transaction is uploaded and accounted for GST reporting.
  - b) Status of the data or Reconciliation of data uploaded to the GST portal with SAP data:
    - i. Vouchers uploaded into the system and accepted
    - ii Vouchers yet to be uploaded
    - iii Vouchers uploaded but rejected by GST
    - IV The status of vouchers should be marked as Not Reconciled when the details in the online portal do not match with your books.
    - V The status of vouchers should be marked as Reconciled when the details in the online portal match with your books.
- 1.32. GSTR-3B:**
  - a. For availing the right input tax credit and for being compliant, reconciliation of seller invoice vs purchase invoices (GSTR 2A/2B) is of top importance. Auto population of data from GSTR-1 & 3B with a option of edit the values
  - b. Eligible and ineligible input tax credits should be shown separately and the ineligible credit should be reported separately as per format in GSTR-3B. For this, following fields/disclosures in the ITC Register will be required to file the returns correctly:
    - i. Detail of ITC not appearing in GSTR-2B
    - ii. Detail whether the Goods or services have been received or not, which are appearing in GSTR-2B (As per Section 16(2)(b) of CGST Act)
    - iii. Details of block credit appearing in GSTR 2B (As per Section 17(5) of CGST Act)
    - iv. Date of payment to vendor to reverse the ITC in case of non-payment to the supplier with in 180days from the date of Invoice (As per Rule 37 of CGST Act)
    - v. Actual date of invoice to check the limitation of time period as per Section 16(4) of CGST Act.
    - vi. Detail of reversal of any ITC availed in previous tax periods because of some mistake.
    - vii. Detail of reclaimed ITC which was already appearing in GSTR-2B but now the company is availing ITC, subject to fulfilment of specific conditions, such as on account of rule 37 of the CGST Rules (non-payment of consideration to supplier within 180 days) section 16(2)(b) of the CGST Act: Receipt of Goods or Services.
  - c. Linking payment to each and every supplier based on acceptance of their tax invoice/outward invoice data submitted to GSTN in real time
  - d. Information of inter-State supplies made to unregistered persons, composition taxable persons and UIN holders
  - e. Checking the claim of ITC as per Rule 36 (4)
  - f. Details of supplies notified under sub-section (5) of section 9 of the Central Goods and Services Tax Act, 2017 and corresponding provisions in Integrated Goods and Services Tax/Union Territory Goods and Services Tax/State Goods and Services Tax Acts. (New Table 3.1.1):

- Taxable supplies on which electronic commerce operator pays tax under subsection (5) of Section 9 (to be furnished by the electronic commerce operator)
- Taxable supplies made by the registered person through electronic commerce operator, on which electronic commerce operator is required to pay tax under the subsection (5) of Section 9 (to be furnished by the registered person making supplies through electronic commerce operator)

**1.33. GSTR-7 (TDS):**

- It shall be ensured that the information relating GST-TDS on Inward supplies (Goods/Services) is uploaded and accounted for GST reporting.
- Reconciliation of data uploaded in GSTN system and books
- Alert notification if any information uploaded in the system rejected/not accepted by deductee.

**1.34. GSTR-9**

- Complete flow of and reconciliations of GSTR-9

**1.35.** Complete Forms / Returns configuration as per the GST Act from time to time.

**2. PROJECT REQUIREMENTS:**

- Standard operating procedure along with all the technical documents related to the project requirement.
- Project shall be handed over to Manager (IT) at the time of User Acceptance Test.

**3. IMPLEMENTATION APPROACH:**

- On receipt of work order the tenderer shall follow the below given timeline at 3.3 for completion of the project.
- Training shall be provided to at least two IT RFCL officials at RFCL, Noida.

**4. TIMELINES OF PROJECT:**

| Activities                                  | Timeframe (from the award of contract)     |
|---|--|
| Development                                 | 45 days                                    |
| Testing                                     | 7 days                                     |
| User Acceptance Testing (UAT) of the system | 7 days                                     |
| Final Deployment                            | 5 days                                     |
| Go Live                                     | After Final Deployment i.e. after 64 days. |

**General Terms & Conditions of Notice Inviting Tender**

- 1 RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 2 RFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 3 One person will be allowed to represent only one company during discussions/negotiations with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 4 Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
- 5 The prospective tenderers having any common partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender.
- 6 In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.
- 7 If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 8 It shall be certified by the tenderer that none of the RFCL/NFL/EIL/FCIL employee is related to owners/directors. (In case any relative is working in RFCL/NFL/EIL/FCIL, furnish details separately). It shall also be certified by the tenderer that none of RFCL/NFL/EIL/FCIL's ex-employee is employed with them. (In case any ex-employee of RFCL/NFL/EIL/FCIL is employed, furnish details separately).It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
- 9 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

**10.0 VALIDITY OF TENDER**

Tender will be valid for a period of 120 days from the date of opening of technical bids.

Further any tender :

- i) Which contains variations from RFCL's terms.
- ii) Which contains a conditional offer, or  
Which fails to provide required information or otherwise is incomplete, or  
Which is not accompanied with requisite Earnest Money Deposit, and other documents as indicated at Annexure-II & III of the NIT to the tenderer shall be liable to be rejected.

RFCL reserves the right to accept or reject all or part of an offer at its discretion without assigning any reasons thereof.

## 11.0 **PERIOD of Contract:**

The contract shall remain valid for a period of **Six Months** reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. In such case, normally, a Notice of 7 days would be given for starting the job but the Tenderer should be able to mobilize within 3 days, if the necessity so arises.

## 12.0 **EARNEST MONEY**

### **12.1 Tenderers must submit Earnest Money Deposit of ₹ 25,000/- (Rupees Twenty Five Thousand only) in the form of:**

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

**OR**

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

**OR**

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

|                  |   |
|------------------|---|
| Beneficiary Name | M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.                                |
| Name of Bank     | STATE BANK OF INDIA   |
| Branch           | Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi- 110 019. |
| Branch code      | 04298   |
| IFSC No.         | SBIN0004298   |
| Current Account  | 40306767010   |

12.2 EMD in physical form must be submitted directly to RFCL by the Tenderer, with an intimation to C&P deptt so as to reach us before opening of Tender. The details of EMD must be furnished along with the Online Bid should be send to emails: [sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in).

12.3 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by RFCL before opening time of Techno-Commercial Bids for verification of the details of DD/ Bank Guarantee given online by the vendors.

12.4 Earnest Money shall be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period.

12.5 Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.

12.6 Earnest Money of the successful tenderer shall be returned on submission of security deposit.

12.7 No interest will be paid on the Earnest Money Deposit of either the successful tenderer(s) or unsuccessful tenderer(s).

12.8 MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in



accordance with the provisions of PPP-2012. However, Traders /Dealers /Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

- 12.9 No interest will be payable on the Earnest Money deposit. The Earnest Money Deposit will be refunded to the unsuccessful tenderer/s after finalization of tender. EMD of Successful tenderer can be adjusted in security deposit of contract.

**NOTE:** If bidder opts to submit EMD through RTGS/NEFT then he/she shall submit copy of such transaction details immediately to [sprakash@rfcl.co.in](mailto:sprakash@rfcl.co.in) .

12.10 The bidders shall submit the following documents in support of claiming exemption of EMD:

- i) Documentary evidence that the bidder is a Micro or Small Enterprises registered with National Small Industries Corporation or MSEs who are having Udyog Aadhaar / Udyam Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- ii) The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder.
- iii) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

### **13.0 SECURITY DEPOSIT**

- 13.01 The security deposit to be furnished by the successful tenderer for the faithful and proper fulfilment of the contract shall be 3% of the value of the Purchase Order/Contract Value (*basic PO value excluding taxes*). The security deposit for the entire order value will be deposited by supplier with RFCL; C.O. NEW DELHI. In case of default, the entire S.D. shall be liable for forfeiture under Purchase Order.
- 13.02 A period of 15 days from the date of issue of LOA for depositing security money direct to RFCL, Ramagundam will be allowed.
- 13.03 The tenderer have the option to submit security deposit through Bank Guarantee. The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by RFCL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 12 months after the expiry of the contract. The Bank Guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through Contractor. The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to "State Bank of India, RFCL, Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi- 110019. (Branch Code: 04298), RTGS/IFSC Code: SBIN0004298.
- 13.04 The security deposit shall be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. RFCL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 13.05 The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- 13.06 In the event of any breach of any terms and conditions of the contract, RFCL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer shall make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- 13.07 The amount so drawn shall not in any way effect any remedy to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.

- 13.08 The security deposit shall not carry any interest.
- 13.09 No payment will be released until receipt of SD or receipt and confirmation of BG in lieu of submission of 'Security Deposit'.
- 13.10 The security deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by RFCL. It shall be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

#### **14.0 PERFORMANCE / TERMINATION OF THE CONTRACT**

- 14.01 If the contractor is unable or fails or neglects to execute the work in terms of the contract, conceal or submit any false documents / information, the Company shall have the option to:
- a) Terminate the contract, and
  - b) Get the work done by third party at the risk and cost of the contractor, and
  - c) The loss so suffered by the Company due to such neglect or failure shall be recovered from EMD / SD or any other payment against bills pending with RFCL.
- 14.02 In case it is found that the information furnished by the contractor regarding the past Transportation experience, and or contents of any documents etc., are found false, company may terminate the contract without giving any notice.
- 14.03 The transport contractor will have to transport the UREA without any trans-shipment/without delay, failing which a penalty of Rs.300/- per truck per week or part thereof will be imposed. Only in case of Accidents/Mechanical failure, Breakdowns with evidence, the penalty may not be imposed at the sole discretion of RFCL.

#### **15.ASSIGNMENT OR SUBLETTING THE CONTRACT.**

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without any prior consent in writing of the Company. The permitted subletting or assignment of work by the contractor shall not establish any contractual relationship between the subcontractor and the Company and shall not release the contractor of any responsibility under the contract. The contractor shall be responsible for all the acts, deed, defaults, and neglects of the sub-contractor or agent as if the acts, deed, defaults, and neglect were of the contractor.

#### **16. Termination of Contract:**

If the Party/agency is unable to execute the work, any loss incurred by the company in this respect will be the Party/agency account. The company may also **terminate the contract after giving a (15) Fifteen days' notice in writing**, if in its opinion; the work under the contract is not being done to its satisfaction if:

- 16.1.** At any time, the Party/agency makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 15 days from the Officer In-Charge, **or**
- 16.2.** If the Party/agency persistently disregards the instructions of Officer- In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing given to him by the Officer In-Charge, **or**
- 16.3.** If the Party/agency assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority, **or**
- 16.4.** If the Party/agency abandons the contract, **or**
- 16.5.** If the Party/agency becomes bankrupt / insolvent.
- 16.6.** If Party/agency does not submit the documentary evidence in respect of statutory payment like PF, ESI, etc., for consecutive 2 (two) months RFCL management

has reserve the right to terminate the contract.

Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the RFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Party/agency and acceptable to RFCL, up to the date of termination.

**17. Consequences of Termination:**

If the contract is terminated by RFCL for the reason detailed under *clause 15* or for any other reason whatsoever:

- 17.1. RFCL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with RFCL.
- 17.2. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- 17.3. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advances on account of or with a view to the execution of the works, or on account of expected profits.
- 17.4. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by RFCL as a consequence of the termination of the contract.

**18. Terms of Payment:**

- a) **Payment against the bills:** Payment of Bills shall be released through Electronic Fund Transfer (EFT) mode after making necessary recoveries / deductions towards Income Tax, Applicable Taxes, and Penalty etc as applicable from time to time, including any amendment of modification thereof. Against submission of Bill after completion of the work. Payments of Bills will be made within 15 days of receipt of bill complete in all respects.
- b) **Payment Terms:** Payment to the vendor shall be made against their each completed Modules separately and as defined in SOR as per Annexure- VII within thirty (30) days of receipt of Invoice (complete in all respect as certified by Engineer-in-Charge).

**19. EVALUATION OF BIDS**

**(A) Technical Bid Evaluation**

*Bidders are requested to submit all the relevant documents (experience, financial and others) in support of technical eligibility criteria as per Annexure- II & III of Bid Documents for evaluation of Bids.*

**(B) Price Bid Evaluation**

- 1. Bids shall be evaluated on L-1 basis considering all taxes and duties on overall basis.
- 2. Award of Order shall be on overall lowest basis and jobs will not be bifurcated.

**20. Tax Deduction at Source:** Statutory deduction on account of Income Tax / Other applicable taxes if any shall be made from the bill of the Party/agency at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws. At the time of release of payment to the Party/agency.

**21. Income Tax Permanent Account Number (I-Tax PAN):** The Party/agency shall mention the new series Permanent Account Number allotted by the Income Tax Authorities in his documents.

**22. FORCE MAJEURE:**

Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence there of this effect.

**23. 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 termination of the CONTRACT, shall be referred by the Party/agency to RFCL and RFCL 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 RFCL shall be final and binding upon the Party/agency. In case the decision of RFCL is not acceptable by the Party/agency, he can resort to the remedies available to him under the Contract i.e. Arbitration. However, if the final bill is signed by the Party/agency as 'Accepted' in full and final settlement thereof, no dispute raised thereafter shall be valid.

**24. Dispute Resolution:**

"Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party .If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereunder.

On failure of amicable resolution/settlement as above, The dispute/s shall be referred / adjudicated through Arbitration under / in accordance with "Delhi International Arbitration Centre(DIAC) (Arbitration Proceedings) Rules" as amended or modified or re-enacted from time to time. The fees and cost of Arbitration shall be governed by The Delhi International Arbitration Centre (DIAC) (Administrative Cost Arbitrators' Fees) Rules (DIAC (Fee) Rules, as amended or modified or re-enacted from time to time.

The Party shall

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs.3 Crore, otherwise number or Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing Law Shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

The Venue and Seat of the Arbitration Shall be Delhi / New Delhi. The courts at Delhi/ New

Delhi shall have exclusive Jurisdiction.

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

**25. Indemnity**

indemnify RFCL and keep indemnified for any loss or damage, cost or consequences that RFCL may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the party The party shall always remain liable to RFCL for any Losses (including, without limitation , any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not)) suffered by RFCL due to any technical error or negligence or fault on the part of the party, and the party also shall indemnify RFCL for the same. The total liability of the party under this clause and contract shall not exceed the total contract value.

**26. Jurisdiction:** For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Delhi/New Delhi generally where the contract is being executed and jurisdiction of all other courts is explicitly excluded. This Contract shall be interpreted and governed as per the laws of India/ Delhi/New Delhi.

**27.** It shall be certified by the tenderer that none of the RFCL/ /EIL/FCIL employee is related to owners/directors. (In case any relative is working in RFCL/NFL/EIL/FCIL, furnish details separately). It shall also be certified by the tenderer that none of RFCL/NFL/EIL/FCIL's ex-employee is employed with them. (In case any ex-employee of RFCL/NFL/EIL/FCIL is employed, furnish details separately). It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.

**28.** Bidders shall give Self certification that they have not been blacklisted by any government department/public sector undertaking/co-operative Unit. Offers of such blacklisted bidders shall not be considered.

**29.** RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.

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

**(Shashi Prakash)**  
**Sr. Manager (Contracts & Procurement)**

**PRICE-BID FORMAT**

With reference to above mentioned tender, I/We hereby submit our Price-Bid for the quoted items as under:

| <b>SL No.</b> | <b>Item Description</b>                     | <b>Quoted Price (INR)</b> | <b>GST @ 18%</b> | <b>Price (Inclusive of GST), Rs</b> |
|---------------|---|---------------------------|------------------|-------------------------------------|
| 1.            | E- Invoice deployment (One time Charge)     |                           |                  |                                     |
| 2.            | E-way Bill Solution                         |                           |                  |                                     |
| 3.            | GST Integration                             |                           |                  |                                     |
| 4.            | B2C QR Code Implementation                  |                           |                  |                                     |
| 5.            | Maintenance/Support cost for One Year (AMC) |                           |                  |                                     |
|               | Total (1 to 5)                              |                           |                  |                                     |

Total quoted Price in words (Rs)\_\_\_\_\_

**NOTES:**

- 1) *I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT. We enclose a break up of the various cost components quoted by us.*
- 2) **The quoted prices should be on FOR- RFCL, 4th floor, Wing A Kribhco Bhawan , Sector-1, Noida-201301 Uttar Pradesh inclusive of GST.**
- 3) *HSN Code of each items to mentioned separately by the bidder.*
- 4) **Bank details for payment through ECS / EFT must be provided by vendor & also enclose copy of cancelled cheque.**

**BID SECURITY (EMD) FORMAT**

**DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD**

IN CONSIDERATION OF Ramagundam Fertilizers and Chemicals Limited (RFCL), HAVING ITS REGISTERED OFFICE AT Wing-A, 4<sup>th</sup> FLOOR, Kribhco Bhavan, Sector-1, Noida-201301 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO \_\_\_\_\_ FOR \_\_\_\_\_ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_ FOR \_\_\_\_\_ ON PRODUCTION OF BANK GUARANTEE FOR RS. \_\_\_\_\_ (RUPEES /USD \_\_\_\_\_ ONLY).

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

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

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

4. WE \_\_\_\_\_ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

CORPORATE SEAL

FOR BANK

**BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT  
(To be prepared on Stamp paper issued in the name of Bank)**

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS And CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its registered office at Wing-A, 4<sup>th</sup> Floor, Kribhco Bhavan, Sector-1, Noida, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD (hereinafter called OWNER and \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of \_\_\_\_\_ as envisaged in the Contract, Consultant has to submit a SECURITY DEPOSIT for Rs. \_\_\_\_\_.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to



provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

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

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

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

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

(Indicate the name of the Bank with stamp)