



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)
4th Floor, Mohta Building, 4, Bhikaji Cama Place
New Delhi - 110 066

**BIDS ARE INVITED
FOR SUPPLY OF HCL (30%) ON DELIVERED BASIS**

February -2020

Bidders Sign & Stamp

SUPPLY OF HCL (30%) ON DELIVERED BASIS**SPECIAL INSTRUCTIONS TO TENDERERS****1. Mode of Tendering:**

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to procure "Supply of HCL(30%)on Delivered basis" through e-tendering. The NIT will be posted on website www.tenderwizard.com/RFCL from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e, www.rfcl.co.in

RFCL has appointed **M/s. Antares Systems Limited, Bangalore** 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.

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-

1) Mr. Sivakumar, CM (C&P) RFCL, Corporate Office, 4 th Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 9888234054 E mail: siva@rfcl.co.in	2) Mr. Gaurav Goel, Manager (C&P) RFCL, Corporate Office, 3 rd & 4 th Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 7988304759 E mail: gauravgoel@rfcl.co.in
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b) M/s. Antares Systems Limited, New Delhi

2.	1	e-Tendering Registration/ Sign Up Queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
	2	DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
	3	For e-Tendering Support	Help Desk	011-49424365	rfclepochelpdesk@gmail.com
	4		Mr. Kamal Mishra Mr. Shankar Kumar	8800115821 8800378610	kamalmishra @ antaressystems.com shankar.k@antaressystems.com

3. Pre-Requisites for System using e-Procurement sites:

- 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

(b) Pre-Requisites for DSC Registration:

Bidders Sign & Stamp

- 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 (class II/III 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.

Note - For more details, refer User Manual section on Home Page of e-procurement portal i.e. www.tenderwizard.com/RFCL

(c) 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

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
5. For submitting price bid through e-Auction, the successful Pre-qualified 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.
6. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
7. 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.

8. Tender Schedule:

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above mentioned website against this tender.

Tender Schedule for supply of HCL (30%) on delivered basis.

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	06.02.2020 at 11:00 hrs.
2	End Tender Document Download	20.02.2020 at 14:00 hrs.
3	Due/ last date of submission Bids	20.02.2020 at 14.00 hrs.
4	Techno-commercial Bids Opening	20.02.2020 at 14.30 onwards.
5.	Price Bid Opening	To be intimated

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 preponed/amended. In case the tender could not be opened on due date due to any technical or other issue, the same shall be opened on next working day.

9. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually.
10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

11. **Tender Opening:**

The tenders will be opened electronically by us from our NEW DELHI office in the presence of representatives of Vendors who wish to attend the price bid opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our NEW DELHI office and use RFCL's facilities for preparation and submission of their bids. However, bids can't be submitted after the bid submission due date & time as per the schedule.

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

15. **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.

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

GM (MECH.),
M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL),
Project: Revival of Ramagundam Fertilizer Complex,
Technical Building (FCI), Fertilizer City – 505210,
Mandal- Ramagundam, District – Karimnagar,
Telangana – 505210

17. **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.

Bidders Sign & Stamp

18. **GST Nos.**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

19. 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.*

20. 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.

21. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.

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

(C. Sivakumar)
Chief Manager (C&P)

ANNEXURES

Tender Ref. No. RFCL/C&P/PAC/ HCL - 2020

Date: 05.02.2020

Sr. No.	Annexures	Particulars
1	Annexure- I	Item Specifications & Terms and conditions
2	Annexure- II	Eligibility Criteria
3	Annexure- III	Bidder Details
4	Annexure- IV	Under Taking by Bidder
5	Annexure- V	Price Bid Format
6	Annexure- VI	General Terms & Conditions of Notice Inviting Tender
7	Annexure- VII	Benefits to Micro and Small Enterprises (MSEs)
8	Annexure- VIII	BG Format for EMD
9	Annexure- IX	BG Format for SD
10	Annexure- X	Integrity Pact

LIST OF ITEMS & SPECIFICATIONS

S.No	Item Description	UoM	Quantity																																																			
1	Supply of HCL (30%) on delivered basis.	MT	1030																																																			
2	<p>Specifications:</p> <table border="1"> <thead> <tr> <th>S.NO</th> <th>PARAMETER</th> <th>SPECIFICATIONS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CHEMICAL ABSTRACT SERVICE NUMBER</td> <td>7647-01-0</td> </tr> <tr> <td>2</td> <td>MOLECULAR FORMULA</td> <td>HCl</td> </tr> <tr> <td>3</td> <td>MOLECULAR WEIGHT</td> <td>36.46</td> </tr> <tr> <td>4</td> <td>TOTAL ACIDITY (AS HCL) PERCENT BY MASS, MIN</td> <td>30.0</td> </tr> <tr> <td>5</td> <td>RESIDUE ON IGNITION, PERCENT BY MASS, MAX</td> <td>0.1</td> </tr> <tr> <td>6</td> <td>SULPHATES AS H₂SO₄ PERCENT BY MASS, MAX</td> <td>0.1</td> </tr> <tr> <td>7</td> <td>IRON (AS Fe) PERCENT BY MASS, MAX</td> <td>0.005 (50 PPM)</td> </tr> <tr> <td>8</td> <td>FREE CHLORINE AND BROMINE (AS Cl) PERCENT BY MASS, MAX</td> <td>0.001 (10 PPM)</td> </tr> <tr> <td>9</td> <td>SULPHITES (AS SO₂) PERCENT BY MASS, MAX</td> <td>0.05</td> </tr> <tr> <td>10</td> <td>MERCURY (AS Hg) PPM, MAX</td> <td>3</td> </tr> <tr> <td>11</td> <td>RELATIVE DENSITY AT 25 ° C</td> <td></td> </tr> <tr> <td></td> <td>PERCENT BY MASS – 28.7</td> <td>1.140</td> </tr> <tr> <td></td> <td>PERCENT BY MASS – 29.7</td> <td>1.145</td> </tr> <tr> <td></td> <td>PERCENT BY MASS – 30.7</td> <td>1.150</td> </tr> <tr> <td></td> <td>PERCENT BY MASS – 31.7</td> <td>1.155</td> </tr> <tr> <td></td> <td>PERCENT BY MASS – 32.1</td> <td>1.160</td> </tr> </tbody> </table>	S.NO	PARAMETER	SPECIFICATIONS	1	CHEMICAL ABSTRACT SERVICE NUMBER	7647-01-0	2	MOLECULAR FORMULA	HCl	3	MOLECULAR WEIGHT	36.46	4	TOTAL ACIDITY (AS HCL) PERCENT BY MASS, MIN	30.0	5	RESIDUE ON IGNITION, PERCENT BY MASS, MAX	0.1	6	SULPHATES AS H ₂ SO ₄ PERCENT BY MASS, MAX	0.1	7	IRON (AS Fe) PERCENT BY MASS, MAX	0.005 (50 PPM)	8	FREE CHLORINE AND BROMINE (AS Cl) PERCENT BY MASS, MAX	0.001 (10 PPM)	9	SULPHITES (AS SO ₂) PERCENT BY MASS, MAX	0.05	10	MERCURY (AS Hg) PPM, MAX	3	11	RELATIVE DENSITY AT 25 ° C			PERCENT BY MASS – 28.7	1.140		PERCENT BY MASS – 29.7	1.145		PERCENT BY MASS – 30.7	1.150		PERCENT BY MASS – 31.7	1.155		PERCENT BY MASS – 32.1	1.160		
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3	<p>SCOPE OF WORK:</p> <p>Supply of HCL (30%) on delivered basis as per specifications mentioned above. The material to be supplied in road tanker.</p>																																																					
4	<p>QUALITY ANALYSIS REPORT:</p> <p>Vendor to submit manufacturer's quality analysis report for each consignment and material safety data sheet along with supplies at no extra cost.</p>																																																					
5	<p>QUANTITY OF HCL:</p> <p>a) Deliveries shall be taken in staggered manner depending upon our actual requirement from time to time against issuance of delivery order by RFCL.</p> <p>b) RFCL does not guarantee any minimum quantity for off take and may short close the contract at any point of time during the validity of contract at its sole discretion.</p> <p>c) The total quantity may increase by 20% at the sole option of RFCL.</p> <p>d) Variation in quantity upto +/- 5% on delivery order issued by RFCL is acceptable.</p>																																																					
6	ELIGIBILITY/PRE-QUALIFICATION CRITERIA: Bidders shall agree to the eligibility/Pre																																																					

	qualification criteria for the tender attached as Annexure-II and shall submit required documents mentioned in it. Any offer not meeting the eligibility shall be rejected.	
7	<p>DELIVERY PERIOD: Supplier has to supply material in staggered manner as per RFCL requirement against issue of delivery order by RFCL. Supplier has to deliver the material at RFCL , Ramagundam within 15 days from the date of issuance of Delivery order or as per the delivery schedule mentioned in delivery order, whichever is later. Please confirm your acceptance.</p>	
8	<p>CONTRACT VALIDITY: The contract shall be valid for the period of Six (6) months from the date of issuance of purchase order. RFCL at its sole option can extend the period of contract by three months. If delivery order is placed within validity period, then the contract will be valid to the extent of validity of delivery order or validity of contract whichever is later.</p>	
9	<p>RATES: The rates must be quoted only in the schedule of rates format (Annexure-V) and shall be quoted on delivered basis only i.e. on F.O.R. RFCL Site, Ramagundam (Telangana) basis including P&F, Insurance, Freight & GST. Hsn Code, present rate of GST included in quoted price shall be mentioned separately in Annexure – V.</p> <p>The rates shall remain firm during the contract validity period including extension period, if any, except for variation in statutory levies. However, in case of any reduction in statutory levies, the supplier shall pass on the benefit of reduction to RFCL and in case of increase in statutory levies, RFCL shall pay the actual increased rate of statutory levies against documentary evidence, provided the delivery is as per delivery order schedule.</p>	
10	<p>TENDER FEE & EARNEST MONEY DEPOSIT (EMD) – TENDER FEE Tender fees shall be NIL for the tender document downloaded online or sought through e mail.</p> <p>EMD: Tenders must be accompanied by Earnest Money Deposit of Rs. 1,00,000/= (Rupees One lakh Only). EMD can be submitted in the form of:</p> <p>By crossed Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam drawn on any scheduled bank except rural or co-operative bank.</p> <p>(OR) Bank Guarantee in the prescribed format (as per Annexure-VIII enclosed) from any scheduled Bank excluding Rural/Cooperative Banks. The BG should be valid for a period of minimum 120 Days and you shall give an undertaking as per enclosed format (Annexure-IV) for extension of the validity of the BG in case the same is desired by RFCL.</p> <p>Cheques will not be accepted in any case.</p> <p>Earnest money will 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 within 10 days or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the</p>	

	<p>security as stipulated in the Purchase Order, EMD will be forfeited without further reference.</p> <p>Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.</p> <p>Earnest Money Deposit will not bear any interest.</p>	
11	<p><u>Integrity Pact [Annexure – X]</u></p> <p>You must submit Integrity Pact duly signed and stamped along with your offer. Integrity Pact format is enclosed herewith at (Annexure – X).</p> <p>Please note that in event of your failure to submit Integrity Pact, your offer will be rejected.</p> <p>The name & e-mails address of IEMs are as under:</p> <ol style="list-style-type: none"> 1) Sh. Rakesh Chopra E-mail: chopra.rakesh@gmail.com 2) Sh. Chandra Prakash E-mail: chandraprakash@gargs.com 	
12	<p>SECURITY DEPOSIT (SD):</p> <p>The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit within 15 days of issue of Purchase Order. The SD will be @ 5% of the value of the PO (Excluding GST). The same shall be valid for a period covering the Contract Period + Three Months' Claim Period.</p> <p>SD can be submitted in the form of crossed A/c payee Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam.</p> <p>The tenderer will also have the option to furnish SD by way of Bank Guarantee from any of the Scheduled Banks excluding Rural and Co-operative Banks, in the enclosed Performa specified by RFCL [Annexure IX].</p> <p>Cheques will not be accepted in any case.</p> <p>The SD will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.</p> <p>The above SD will be deemed to be security for the faithful execution of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.</p> <p>The amount so drawn will 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 thereupon.</p> <p>In the event of the forfeiture of whole or part of the SD, the tenderer will deposit further sum /sums, so as to maintain the full SD amount as mentioned above.</p> <p>The SD will be refunded after successful execution of contract. It will be lawful for</p>	

	<p>RFCL, if any difference or dispute is likely to exist, to defer payment of the SD or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.</p> <p>The SD amount will not bear any interest.</p>	
13	The tenderer shall quote price strictly in accordance with the terms and conditions of tender document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.	
14	In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro and Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro and Small Enterprises subject to the terms and conditions indicated in enclosed Annexure- VII.	
15	OFFER VALIDITY: The offer must be valid for period of 120 days from the tender opening date.	
16	The Quotation should be sent in TWO PART BID superscribed with our Tender Number so as to reach before 14.00 Hours (Local time) of due date. Further tenders shall be opened on due date at 14.30 hrs at RFCL Site, Ramagundam. 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.	
17	EVALUATION CRITERIA: Evaluation of bids shall be done on landed value at RFCL site, Ramagundam basis including P&F, Insurance, Freight, GST and all charges/ expenses leviable to RFCL upto RFCL site.	
18	Price bid of the vendors, who are techno-commercially Eligible / acceptable, shall only be opened.	
19	All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of the tenderer to comply with requirements of RFCL within stipulated time may make the offers as unresponsive & shall entitle RFCL to proceed further with the tenders.	
20	RFCL reserves the right to accept or reject all or part of an offer at its discretion without assigning any reasons thereof.	
21	<p>TERMINATION OF CONTRACT IN FULL OR PART:</p> <p>A) If the supplier:</p> <ul style="list-style-type: none"> i) fails to supply the material as per PO terms awarded by RFCL or ii) at any time makes default in proceeding with the supplies in full or in part with due diligence and continue to do so after a notice in writing of 14 days from RFCL or iii) become bankrupt or insolvent or iv) make an arrangement with or assignments in favour of his creditors, or inspection of his creditors or v) being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or 	

	<p>reconstruction) or</p> <p>vi) have an execution levied on his goods or property on the works or</p> <p>vii) assign, transfer the contract or any part thereof, otherwise, than if any, a</p> <p>viii) unilateral stoppage of supplies or</p> <p>ix) abandon the contract or</p> <p>x) persistently disregard the instructions of RFCL or</p> <p>xi) contravenes any provision of contract or</p> <p>xii) shall obtain a contract with RFCL as a result offering tendering or other non bona fide methods of competitive tendering.</p> <p>B) Without prejudice to any other remedy, RFCL reserves its right to adopt any or several of the following courses: -</p> <p>(i) Award parallel contract and/or</p> <p>(ii) To recover from supplier any loss incurred by RFCL when the supplier unable to execute the contract and/or</p> <p>(iii) Terminate the contract and/or</p> <p>(iv) Forfeit the earnest money, security deposit and/or</p> <p>(v) To get the execution of contract for the remaining period at the risk and cost of the supplier and/or</p> <p>(vi) Delist /blacklist the supplier</p>	
22	No advance payment under any circumstances shall be given to supplier and bids with the condition of advance payment terms are liable to be rejected.	
23	<p>PAYMENT TERMS:</p> <p>a) 100% payment will be released within 30 days from the receipt and acceptance of material at RFCL Ramagundam. Payment will be released after duly adjusting the PRS, if any, as per contract. Advance payment or 100% payment through bank shall not be accepted.</p> <p>b) Payment shall be released through RTGS/NEFT. Successful vendors shall provide the requisite details of their Account No., Name & Branch code of Bank.</p> <p><u>The bills for payment shall be submitted to RFCL, Ramagundam along with supporting documents for release of payment.</u></p>	
24	Offers with deviations / conditions are liable to be ignored at the sole option of RFCL. Vendor should confirm acceptance of all terms and conditions of NIT and submit signed copy of NIT towards token of acceptance of all terms and conditions.	
25	Please attach the following documents along with the offer: PAN Card, GST Details, Bank Account details, MSME/MSE certificate, company registration details, Bidder Details (Annexure - III)	
26	<p>MINIMUM QUANTITY & FIRM RATE: Offers of only those participating bidders will be considered for price bid opening who meets the following; -</p> <p>a) Price bids of only those participating bidders shall be opened/considered for evaluation who have quoted/offered minimum 618 MT of HCL (by road). Offers of those bidders who have quoted less than 618 MT of HCL will be rejected and their price bids will not be opened/considered.</p>	

	<p>b) Price bids of only those participating bidders shall be opened/considered for evaluation who have quoted their firm rates on delivered basis (by road) i.e. on FOR RFCL Site, Ramagundam (Telangana) including P&F, Insurance, Freight & GST. Offers of those parties who have not quoted their rates on FOR RFCL Ramagundam (Telangana) will be rejected and their price bids will not be considered.</p>	
27	<p>DIVIDING THE QUANTITIES BETWEEN BIDDERS: -</p> <p>a) Considering the quantity of HCL required as 1030 MT, 'RFCL' may split the quantities among 02 eligible manufacturers/Suppliers at matched rate of L-1 (i.e. FOR RFCL Ramagundam (Telangana) rate) in the ratio of 60/40.</p> <p>b) The criteria for distribution of quantity among eligible manufacturers shall be based on the status in the hierarchy of rate quoted by them i.e., L-1, L-2, L-3 and so on and the condition of matching of the landed FOR RFCL Ramagundam (Telangana) rate of L-1 bidder and as per the reservations of MSME benefits. If the bidder does not accept the price, then he will give the confirmation for non-acceptance and next lower bidder will be given a chance and so on.</p> <p>c) However, the distribution of quantities based on acceptance of L-1 rates, can be done at sole and unfettered discretion of RFCL to more than 02 manufacturers/suppliers or to a single manufacturer/bidder in case either the whole quantity does not get contracted/or the participating manufacturers do not agree to match the offered rates on FOR RFCL Ramagundam (Telangana) or on the basis of the status in hierarchy of rates quoted by them as mentioned in (b) above.</p> <p>d) RFCL at its sole discretion may vary quantities, if so required at the time of PO placement. Please confirm your acceptance to order placement for part quantities also.</p> <p>e) Qty offered by the bidder in this tender (Refer Sl.No.5 of Eligibility criteria, Annexure-II) is sought for dividing the quantities between the bidders as stated above. However, In case RFCL is unable to split the quantities as mentioned (a) above, L-1 bidder shall supply full quantity of 1030 MT</p>	
28	<p>In case of Order, supplier will have to furnish following dispatch documents:</p> <ol style="list-style-type: none"> i. Signed Invoice in original ii. GR / LR in original iii. Tanker cleaning certificate iv. Quality analysis report and other documents, if any, as per PO terms. 	
29	<p>MODE OF DESPATCH: - HCL to be dispatched by suitable road worthy tankers. Tankers capacity (14MT to 20 MT)</p>	
30	<p>LOADING & UNLOADING OF HCL: - Loading of HCL will be arranged by supplier. However, unloading will be arranged by RFCL. All closures /taps of the tanker will be sealed by supplier with serially numbered plastic seals.</p>	
31	<p>SHORTAGES OF HCL RECEIVED: - The quantity of HCL loaded shall be taken as delivery at the consignee's premises in the same manner in which it has been delivered to them. In case the material has</p>	

	<p>been loaded on weighment basis, delivery at consignee's premises shall be taken on weighment basis.</p> <p>Weigh-bridge tolerance for shortage observed in weight upto 0.5% will be allowed. No recovery shall be affected for shortage limited to the above. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.</p> <p>The rate for deductions will be the delivered price and shall be deducted from the supplier's Bills, for which supplier shall be required to issue credit note to RFCL.</p>	
32	<p>ACCEPTANCE/REJECTION OF THE MATERIAL</p> <p>The material will be accepted as per RFCL Laboratory Analysis and results. The results of RFCL Laboratory Analysis will be binding on the supplier and payment will be released according to these results only. However, in case of variation in results of Laboratory Analysis, written intimation shall be sent to supplier either by email/letter. We may agree for joint inspection at RFCL's Laboratory, if so desired by the supplier.</p> <p>The criteria for acceptance/ rejection and release of payment thereof shall be as under:</p> <p>In case if HCl concentration is less than 30 % and the concentration is found to be lower and up-to 28. 5% on analysis by RFCL, HCl will be acceptable with penalty i.e. two times recovery on prorata basis as per the Laboratory result of RFCL.</p> <p>A tolerance of upto – 0.2% may be allowed. Penalty will be calculated as per the below formula.</p> $\text{Penalty: } \frac{\text{Rs. /MT}}{29.8} = 2 \times \frac{(29.8 - \text{actual \% of concentration})}{29.8} \text{ basic rate of HCl}$ <p>For concentration below 28.5 % as per RFCL Laboratory analysis, HCl will be straightway rejected and the material will be returned without unloading.</p> <p>However, for concentration more than 30%, the material will be accepted but payment shall be made at the rate applicable to 30% only. No rejection shall be done if concentration is beyond 30%.</p> <p>In addition to above if the material does not meet any one of the required technical specification as mentioned in the clause no. 1 & 2 of Annexure-I, same will be rejected and no payment will be made.</p>	
33.0	GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION OF MATERIAL:	
33.1	<p>MODE OF DESPATCH: BY TANKER</p> <p>Please ensure the following while dispatching the material as these are the statutory requirements.</p> <ol style="list-style-type: none"> As requested under Rule 134 of OMV RULES 1989, emergency information panel (EIP) in prescribed format should be available at 3 locations i.e. on both sides plus rear side of the tankers. Transport emergency cards (Term Cards) should be available with the Drivers of the Tankers as required under the Law. As per Rule 9 of OVM, Drivers of the Tankers carrying Hazardous materials should get their licenses endorsed from Licensing Authority after successful completion of training for 3 days. Such endorsements are not available on the licenses of Number of Drivers coming with Tankers, which must be 	

	<p>avoided.</p> <p>d. Mufflers/flame arrestor must be provided on the Exhausts of Tankers entering inside the Hazardous areas like our factory.</p>	
33.2	The supplier shall load only permitted load in the tankers as specified in the Motor Vehicle Act and mentioned in the registration certificate of the vehicle.	
33.3	The supplier shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
33.4	The supplier shall ensure that the tankers used for transportation of HCL are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Deptt. And comply all statutory requirement prescribed under Safety Act and/or any other law/regulations, whatever be applicable, for the time being in force for safe transportation of material.	
33.5	It is the sole responsibility of seller to ensure safe movement of product and delivery of the same in sound condition to RFCL, Ramagundam Site. The liability of the seller, driver and transporter(s) of tanker is not absolved till the tanker is unloaded safely at the consignee's premises.	
33.6	The supplier is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of driver, cleaner/employees during working hours or outside, the seller shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket. RFCL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to seller or his driver/cleaner/ employees. The seller shall be liable to RFCL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to RFCL.	
33.7	Supplier shall ensure that tankers have compatible coupling for unloading at RFCL site.	
33.8	The Supplier shall comply to the NDMA guidelines and General responsibilities of transporter in case of any offsite emergency. (as applicable for the transportation of subject material)	
33.9	Supplier shall arrange for transit insurance for the product. Supplier shall also arrange for public liability insurance for the material transported by road. Liability arising out of willful or intentional non compliance of statutory provisions or liability arising out of negligence of the driver, willful or intentional non compliance of any statutory provisions, shall be to supplier's account.	
33.10	RFCL NOT RESPONSIBLE FOR SUPPLIER'S / TRANSPORTER(S) EMPLOYEES: - The supplier / transporter may employ such employees as he may think fit, and the employees so employed shall be the employees of the supplier / transporter for all purpose whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever. The supplier / transporter shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever RFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the supplier / transporter in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the supplier / transporter in respect of any matter whatsoever, RFCL shall be reimbursed by the supplier / transporter for the same as also any other expenses or costs incurred by RFCL on any proceedings or litigations as a result of any claim, demand or act on the part of supplier / transporter RFCL shall be entitled to claim damages or	

	<p>compensation from the supplier / transporter in that event. The RFCL reserves its right to deduct the above stated claims/ expenses etc. from the dues of the supplier / transporter whether under this contract or any other contract or otherwise recovers the same from supplier / transporter.</p> <p>The supplier / transporter is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of supplier / transporter's driver, cleaner/employees during working hours or outside, the supplier / transporter shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket. RFCL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to the supplier / transporter or his driver/cleaner/ employees. The supplier / transporter shall be liable to RFCL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to RFCL.</p>	
33.11	<p>MEDICAL TREATMENT IN CASE OF ACCIDENT:</p> <p>It shall be the responsibility of the supplier / transporter to give medical treatment to his injured staff/workman/employee, who has met with an accident arising out of and during the course of employment, in case, the supplier / transporter fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the supplier / transporter's bill or from other dues of the supplier / transporter, if any or otherwise recover the same from the supplier.</p>	
34	<p>SUPPLIER TO INDEMNIFY RFCL:</p> <p>The supplier shall indemnify RFCL and every officer and employee of RFCL against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against RFCL or Govt. for or in respect of, arising out of any failure by the supplier / transporter in the performance of his obligations under the contract documents.</p> <p>If the RFCL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, RFCL shall be entitled to recover the said amount from any due payment / security or other guarantee available with the RFCL under the contract.</p>	
35	<p>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.</p>	
36	<p><u>ALL OTHER TERMS & CONDITIONS UNDER GENERAL TERMS AND CONDITIONS SHALL BE APPLICABLE. (ANNEXURE – VI)</u></p>	
37	<p>Please upload signed copy of NIT towards token of acceptance of all terms and conditions.</p>	
38	<p>Please mention Name, Mobile no. and email id of your concerned person for any techno-commercial clarification in future.</p>	

ELIGIBILITY CRITERIA FOR SUPPLY OF HCL (30%)

Offers of only those participating parties will be considered for price bid opening/ evaluation who meets the following eligibility criteria:

S.No	Criteria	Documents Required (To be Submitted along with offer)	Bidders Confirmation (Attached/Not attached)
1	The tenderer should be a Manufacturer or an authorized dealer for the manufacturer of HCL	(i) Manufacturer shall submit self- certification on their letter head that they are manufacturer of HCL. (ii) 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. Authorization letter from the company on behalf of the person signing the document to be provided with the bid	
2	The tenderer should have executed successfully one order of at least 618 MT of HCL during the period of 01.10.2017 to 30.09.2019.	Self-attested Copies of fully executed P.O.s and Completion Certificates from Customers with contact details from which the details can be verified.	
3	Average Annual financial turnover during the last 3 years (2016-17, 2017-18 & 2018-19), should be at least 37.5 Lakhs and Net worth should be positive for preceding financial	Audited Balance Sheets and P&L Accounts of 2016-17, 2017-18 & 2018-19. In case, audited balance sheet / P&L account is not mandatory for bidder as per company's Act, turnover certificate duly certified by C.A. to be submitted.	
4	Bidder Must not be delisted by any government department/ public sector undertaking/ co-operative Unit in the last two years of participating in the tender and No other Institution/ Sister Concern/ Associate belonging to the same group are participating/ submitting the tender.	Self-certification on letter head for the same. Authorization letter from the company on behalf of the person signing the document to be provided with the bid	
5	Bidder must be in a position to supply minnum qty of 618 MT as mentioned in clause no. 26 of ANNEXURE –I.	Self Certification on Letterhead for accepting the same to be furnished alongwith Quantity quoted for this tender	Qty Offered: _____

(To be filled & submitted by bidder alongwith bid)

BIDDER's DETAILS

Annexure - III

Sr.	Description	
1.	Name of Company/Firm	
2.	legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. Specify)	
3.	Trade Name of the Company/Firm	
4.	Registration Number of Firm/Company	
5.	Complete Registered/Branch Address	
6.	Name of Proprietor/Partners/Directors	
7.	Contact/Authorized Person name and Designation	
8.	Land line Tel No	
9.	Mobile number	
10	Email Id	
11	PAN No. to be intimated along with Documentary Proof thereof.	
12	GST Registration No. with Documentary Proof.	
13	HSN No.	
14	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. <i>Registration month & Year should be prior to bid submission due date.</i>	
15	Bank Account Details:	
	Name of Beneficiary/Account holder	

Bidders Sign & Stamp

	Complete Bank Account No:			
	Account type (SB/Current/CC/OD) Pl. Specify			
	Name of Bank and Branch Address:			
	IFSC Code:			
16	Name of Beneficiary			
17	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
18	Other information if any			

I/We are hereby confirming that the above information/details are given true and correct to the best of my/our knowledge and belief and nothing has been concealed therein. I/We also undertake to advise any future changes to the above details

Name, Seal & Signature of Authorised Signatory

(To be submitted by bidder on its letter head alongwith bid)

Annexure-IV

NAME OF WORK	:	SUPPLY OF HCL (30%) ON DELIVERED BASIS
BIDDING DOCUMENT NO.	:	Tender Ref. No. RFCL/C&P/PAC/ HCL – 2020 Date: 05.02.2020

UNDERTAKING

We hereby undertake that the during the validity period of our offer, the extension of validity of Bank Guarantee submitted towards the EMD will be arranged and provided by us in case the same is desired by RFCL.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Bidders Sign & Stamp

PROFORMA FOR PRICE BID

To,
Chief Manager(C&P),
RFCL, New Delhi

Sub.: Tender for supply of HCL (30%) on delivered basis

Tender Ref. No. RFCL/C&P/PAC/ HCL - 2020 Date: 05.02.2020

With reference to above mentioned tender, we hereby submit our Price Bid as under: -

Sr. No.	Material	Required Qty & UOM	Offered Qty & UOM	HSN Code	Rate of GST (%)	Unit Rate (per MT) without GST-FOR door delivery Basis)*	Total Amount (without GST-FOR door delivery Basis) for offered qty.
1	2	3	4	5	6	7	8= (4x7)
1	HCL (30%)	1030 MT					
Sub Total							
GST Amount							
Grand Total							

- Unit rate without GST = Basic Rate-Discout+P&F charges+Freight (upto RFCL Site, Ramagundam) +Insurance
- The total quantity may increase by 20% at the sole option of RFCL.
- Variation in quantity upto +/- 5% on delivery order issued by RFCL is acceptable.
- **Order will be placed on Successful bidder as per Clause 27 of Special Conditions of Annexure-I)**

I/We have read all the terms and conditions of the Notice Inviting Tender and the Annexures hereto 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 Notice Inviting Tender in toto.

Dated: _____

Signature of Tenderer or
their Authorized Representative _____

Name & Address of tenderer _____

Place: _____

Phone No. _____

Fax No. _____

Email Address _____

GSTIN _____

Bidders Sign & Stamp

GENERAL TERMS & CONDITIONS OF NOTICE INVITING TENDER

- 1 The offer shall be submitted giving full details and all commercial terms.
- 2 Rates against each item shall be given legibly in words as well as in figures and free from over-writing /erasions. All cuttings/ overwritings shall be duly signed by you.
- 3 Incomplete quotations are liable to be summarily rejected.
- 4 Rates must be quoted in the 'unit of measurement' as per our NIT.
- 5 **MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM / WORK SHALL BE REJECTED FORTHWITH.**
- 6 Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the RFCL., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, RFCL. may at its sole discretion reject the tender or rescind the contract.
- 7 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.
- 8 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.
- 9 No correspondence will be entertained with regard to acceptance or rejection of an offer. RFCL is also not bound to disclose the reasons for rejection of the offer to the tenderers.
- 10 OFFERS not submitted as per instructions are liable to be rejected.
- 11 Whenever the bidder is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, liquidated damages 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.,
- 12 RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof.
- 13 Orders can be splitted at the sole discretion of RFCL and part order shall be acceptable to the bidders.\
- 14 No enhancement of rates (except statutory levies) will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail, delisting from RFCL and/or risk purchase without prejudice of our rights of legal remedies.
No escalation will be allowed due to any increase in duties/levies in case of extension in delivery period sought by the parties beyond stipulated delivery period.
- 15 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.
- 16 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.

- 17 In case of dispatch of material through road transport, consignment shall be consigned to 'RFCL, Ramagundam and not on 'SELF' basis.
- 18 Inspection of material shall be made at RFCL office, which shall be final. RFCL shall not carryout pre-dispatch inspection at party's works/shop unless otherwise stated in the Purchase Order.
- 19 Subsequent to an order being placed against your quotation, received in response to this tender, if it is found that the materials supplied are not of the right quality or not as per our order specifications or received in damaged condition or otherwise not satisfactory owing to any reason of which RFCL shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from open market or other sources and recover the loss, if any, from you.
- 20 It shall be obligation on suppliers to adhere strictly to the deliveries quoted and accepted by RFCL in our orders. In case of delay in supplies, unless extension of delivery has been granted by RFCL on application by the Suppliers we may at our option either (i) the total ordered prices shall be reduced by 0.5% (half percent) of value of the material not delivered for each complete week of delay or part there of subject to a maximum of 5% of the value of the order. The invoice raised shall take into account the above price reduction, if applicable and payment shall be released for reduced value only. If seller does not raise invoice for reduced value, the seller shall issue credit note equivalent to the price reduction amount, or (ii) purchase elsewhere on account and at the risk & cost of the suppliers the stores not delivered or (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.
- 21 The quoted prices shall remain firm (except statutory levies) till complete execution of the Purchase Order (placed within validity of offer). In case of rate of existing statutory levies is increased/decreased or new levies are imposed by Govt. in addition to existing levies/ in lieu of existing levies, the same shall be payable as applicable.
- 22 The prices/rates should be FOR/FOT Ramagundam. The bidder shall indicate the rates of GST applicable in their bid, for the quoted item indicating clearly the HSN code of item.
- 23 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 the part of original information to tender.
- 24 The prospective tenders having any common Partners/Directors/Managing partners etc or having any other common criteria shall be considered as Sister/Group/Associate company. In such cases, only one of them will be eligible for participation in the tender.
- 25 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 tenders from participation in the present/future tenders up to a period of 2 years.
- 26 If there is error in calculation with respect to rate and the total value, the total value quoted by the bidder will be taken into account for consideration for the purpose of evaluation. Similarly, if an amount is expressed in figures as well as words, the amount given in words will prevail
- 27 SUB-LETTING: Sub-letting of contract or part thereof is not permissible without the consent of RFCL.
- 28 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 thereof this effect.

29 DISPUTES: In all cases of disputes, the decision of RFCL shall be final. Failing this the matter will be referred to Arbitration accordance with the Indian Arbitration Act and amendment thereof. All disputes in respect of this tender are subject to the **jurisdiction** of courts at Peddapalli (Telangana).

28. ARBITRATION:

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute still persists, the arbitration proceedings followed as per following provision:

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out 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 to be referred to CEO, RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

It is 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 disputes / differences 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 rate of SBI MCLR rate applicable to RFCL on the date of award of contract.

Benefits to Micro and Small Enterprises (MSEs):

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy, March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

a) Qualifying Criteria for MSEs, SC/ST Vendors:

- i. MSE bidders must submit Registration Certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
- ii. SC/ST owned Enterprises (i.e. SC/ST Proprietorship or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate / Collector / Deputy Commissioner/ Additional Deputy Commissioner / Deputy Collector / 1st Class Stipendiary Magistrate / Sub-Divisional Magistrate/ Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the individual and/or his family normally resides.
- iii. The registration shall be valid as on date of placement of order. A self-attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items / services relevant to the tendered items /category of items / services.

(b) Purchase Preference for MSE :

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 20% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible in to two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe Entrepreneurs and a share of 3% out of 20% shall be allowed to MSEs owned by Women. In the case of an SC/ST owned MSE or Women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% / 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. Where the MSE is SC/ST owned / women owned, they shall be exclusively awarded a share of 4% / 3% respectively of the above 20% in addition to equally sharing the balance part with other non-SC/ST MSEs.

In case of more than one SC/ST MSE / Women owned MSE matching the L1 price, they shall equally share 4% / 3% of the order and additionally share the balance part for MSE, with other non-SC/ST /women MSE bidders.

(c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

(Exemption benefits are not applicable to MSE dealers quoting on behalf of Manufacturers)

- i. Tenders shall be provided free of cost and can be obtained from the Office of Dy. General Manager (C&P)
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii. Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.

(Indicate the name of the Bank with stamp)

ANNEXURE-VIII

DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), HAVING ITS REGISTERED OFFICE AT 3RD & 4TH FLOOR, MOHTA BUILDING, 4, BHIKAJI CAMA PLACE, NEW DELHI - 110 066 (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 _____ 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 GUARANTEE 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.

Bidders Sign & Stamp

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 _____ 200

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 LIMITED, a Company registered in India under Companies Act, 2013 and having its registered office at 3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi - 110 066, 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 LIMITED (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, Contractor has to submit a SECURITY DEPOSIT for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfilment 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 contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor 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 Contractor and nothing done or omitted to

be done by Owner in pursuance of any authority or permission contained in this guarantee shall effect 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)

Bidders Sign & Stamp

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders having a value of Rs.1 crore or more. To be signed by the bidder and RFCL.)

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____

(Bid document no/RFQ no.:)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

Bidders Sign & Stamp

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal

including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, RFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

