

# Appendix, Forms & Annexure

## Volume - III

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## **Appendix, Forms & Annexures**

### **Appendix A – Reporting Requirement**

The scope of work includes customized reports, workflows, user exits, enhancements, interfaces, forms and customization to meet the business requirements of NFL and RFCL.

It is estimated that the requirement of RICEFW objects shall be in the region of 500 objects for each (NFL and RFCL). The successful bidder shall perform this work based on the specific requirements of NFL and RFCL, as established during the design phase of the implementation project. Listed below are some of the reports required for NFL and RFCL as per Functional Requirement Specifications but not limited to:

#### **a. Accounts Payable**

1. A creditor ageing report should be available in system
2. Purchase report will be available listing the turnover by vendor for the current financial year.
3. Should generate all TDS/TCS related reporting - with due dates.
4. Should be able to generate balance confirmation vendor wise and communicate to vendor through mail.
5. Should be able to generate a purchase register with details of all element, basic price, taxes, freight etc.
6. Ability to generate report for GRN (Goods Receipt Note) pending for invoice liability is required.
7. Ability to generate provision schedule from system along with up to date balance.

#### **b. Accounts Receivables**

1. Should generate claim for surcharge and rebate in user-defined format.
2. Provision of receivables on sale of all SKU's to be created based on the pre-determined rules.
3. Should provide for journal voucher, adjustment entries against customers' accounts.
4. Billing Statements, including beginning open items, new charges, credits and payments, ending open balance and aging recap on a consolidated basis for various customer.
5. System should be able to generate AR Ageing Analysis on defined customer wise and days slab wise.

#### **c. Asset Accounting**

1. Asset register (as per Schedule VI requirements) by any of the master data fields.
2. Asset register as per NFL requirements.
3. Ageing of assets.
4. Insurance, AMC – Annual Maintenance Contracts expiring reports.
5. List of assets by location.
6. List of assets acquired between a given set of dates.
7. Report for additional/deletion/transfer/disposal of assets for a period.

#### **d. Cash/ Bank Reconciliation**

1. It should be possible to generate cash flows for various durations (long-term, short-term) at various levels (Corporate office, units and zonal offices)
2. Inter unit fund transfer and balance reports.
3. Facility to project Cash flows and ability to perform sensitivity analysis on various factors.

#### **e. Corporate Planning**

1. The system must be able to deliver cost reports as per accounting records (Fertilizer Industries, Rules 2013 of GOI).
2. Statement of consumable stores and spare parts from monthly stock returns for major materials like (but not limited to) fuels & lubricants, consumables, water charges, chemicals etc.
3. Cost of labor with regard to salaries and wages paid to the staff cost center wise.
4. System should be able to generate reports for-
  - FICC data and claims (e.g. purchase of bags) as per annual cost data etc.
  - Monthly profitability
  - Hypothecation
  - Other relevant reports

**f. Internal Audit**

1. The system should have the provision for maintaining audit trails of all financial transactions.
2. The system should have the provision for ensuring internal controls and internal checks in all financial transactions.
3. The system should have the provision for internal controls that can be applied to prevent fraud in the company through the System itself.
4. The system should have the provision for providing details regarding violation of Segregation of Duties.
5. The system should have the provision for Segregation of Duties be enforced automatically / through a workflow.
6. The system should have the provision for enforcing access / process controls through the system.
7. The system should be able to check for the viability of process through application of process controls.

**g. Subsidy**

1. System should have provision to generate the report on urea received at godown/wholesaler state wise as per input from the voucher posted as per FICC invoice for all the states.
2. System should be able to generate report for:
  - XII-A (For the quarter) and XII-B (up to the quarter) format.
  - Technical operating data (Annual)
  - Annual Cost Data (Approx. 12 formats)
  - Annexure III and XI (Production, sales and Shortages)
  - Quarterly and annual escalation claims
  - Gas pool Data (Monthly)
  - Pricing data (Urea)

#### **h. HR & Payroll**

1. The system should provide reports on the above processes. Reports like seniority list, HRIS reports, Promotion eligibility reports, Statutory reports, SC/ST roster reports, employee bio-data, department wise- project wise- grade wise manpower reports. etc.
2. Reports of total Organization Hierarchy Reporting Relationships (Functional, Administrative), Organization Structure Of Corporate Headquarters and Plant locations by Selecting Different Parameters of designation, class, wing, location, category
3. (SC/ST/OBC/Unreserved), male/female, blood group, length of service, age, qualification, experience, department, salary bands, personal, educational & professional details etc.
4. Reports on list of vacant/excess positions (Integrate With manpower planning module)
5. Reports on employee counts retired, resigned, suspended, terminated or left, per department, grade-wise, superannuating in a specified period or any past or future date
6. Reports category wise (SC/ST/OBC/General), on parameters of male / female, on parameters of disability (Full / Partial) etc. Organization wise / particular unit wise
7. Report regarding calculation of vacancies category wise, cadre wise etc. for promotion during a year
8. Report indicating service particulars and performance grades regarding empanelment for promotion.
9. Status of compliance of transfer orders of various cadres
10. Report on transfer history/past services for a particular employee
11. Reports on status of Executive/Non-executive whether released or not released or whether joined/not joined (along with dates) as per transfers/promotion orders as on particular date or cross section of time
12. Reports on the total number of employees applied for transfers, number approved/rejected/pending
13. Reports on count of employees transferred in a specified period in / to / from a specific department / location
14. Status report of officers/employees who are on probation and yet to be confirmed after promotion.
15. Reports of the pending departmental enquiry against promotion.
16. Report of leaves (CL, EL etc.) availed/leave quota balances pertaining to concerned employee as on date.
17. Daily Attendance Report (Punch In /Punch Out/Time Data, Late Comers Report, Early Goers Report, Anomaly Report, Report of Absentee/Presented)
18. Report showing trend of particular employee monthly, fortnightly and quarterly etc.
19. Reports on no of employees for whom leave has not been approved/declined/modified (in a particular dept./location)
20. Report/statement showing the details of administrative expense.
21. Report on the medical amount disbursed a year - location wise containing name of the employees, name of diseases etc...
22. Report on the list of present occupants of the house and list of vacant house - location wise, house type etc.
23. Report on movable & immovable property details of all employees
24. Report on status of no of officers who have submitted their PMS report of his own & the employees working under him along with the status of complete work flow.
25. Employee wise final grading of their appraisal reports since recruitment based on dynamic query.
26. Report showing how many employees performance is outstanding, very good, good, average, below average with areas of improvement
27. Information of cases of Departmental Enquiries/Grievances
28. Ability to provide reports on enquiries pending from last (opening and closing balance) years with details
29. Information on punishment awarded/acquittal to the respective officers/employees in case of departmental enquiry & court case.
30. Report on position of pension cases
31. Detailed Report on no of recruitments in a given period with status of their caste verification, antecedent police verification, medical status etc.

32. Report based on type of recruitment in-house/outsource along with details such as posts advertised, posts filled, applicant count (eligible/ineligible) age details, qualification details etc.
33. Ability to generate weekly, monthly, quarterly, half yearly, annually report shows name of training (e.g. in-house training, programs attended, institutional training attended, seminar/ conf. attended), no of participants in particular training, name of participants, duration with dates, subjects of training, cost incurred, training report submission & feedback status.
34. Employee wise qualification/skill /competency/ potential report
35. Report w.r t. training budget vs. utilization investment on training (current year. previous year. as on date etc.)
36. Report w.r.t. training calendar (planned vs. actual) training programs conducted and programs to be conducted
37. Report for Officers/employees who have left the company without serving bond period.
38. System should provision the employee self-service portal for:
  - a. Salary slips
  - b. Service letters
  - c. Submission of application for passport/visa
  - d. Update the personal information details

#### **i. MIS (Procure To Pay)**

Ability to provide accurate and timely management information reports including but not limited to the following:

1. Stock status reports by location and consolidated
2. Monthly summary of stores items issued item-wise as well as Division wise.
3. Monthly summary of items received against Central Purchase and Local Purchase
4. Inter store transfer details (both issue and receipts)
5. Availability to generate reports for Data / Supplier-wise Purchase Order and Date / Power Station-wise Release Orders
6. Ability to generate yearly/ monthly/ user defined criterion for stock positions at store/ warehouse/ plant/ company levels
7. Ability to generate stock turnover reports by material code, material type, storage etc.
8. System should have facility to provide stock levels both at Quantity & Values on anytime / anywhere access
9. Ability to generate reports for stock locations, e.g. materials in a stock location, stock movements, historical data, stock values, expected receipts etc.
10. Ability to generate reports on age analysis & shelf life of the materials/ stock
11. Ability to generate reports for outstanding stocks and stock value (total cost, unit cost) separate by material code, material type, storage etc.
12. Ability to classify inventory by ABC for various actions, e.g. stock-takes, criticality etc.
13. Ability to create matrix for ABC items
14. Ability to record and track the details of the slow moving and non-moving items of the stores
15. Ability to prepare details of legal cases to monitor the progress and follow up actions
16. Items reaching reorder level.
  - a. Local Purchase

b. Central Purchase

17. Comparison of current period demand with demand during same period last year for any or all material
18. generate demand forecasts of stock level based on historical trend
19. Analysis reporting and indicating buffer stock and investment requirements to give nominated levels of protection against stock-outs.
20. items issued by site location in any specified month/period
21. list of items issued against project number
22. comparative analysis reports based on price, quality,
23. delivery schedule, payment terms and other user defined parameters
24. Exceptional reports such as:
25. Purchases without purchase order,
26. Acceptance of goods without inspection,
27. Direct purchases at field offices,
28. Cash purchases
29. Purchases from unapproved/unlisted vendor.
30. Requisition reports, PO listings, goods receipts, goods returned to supplier etc.
31. Screen inquiry to display stock level
32. List of all forward purchase commitment month-wise
33. Unmatched purchase orders, receipts, invoices etc.
34. purchase orders placed by Purchasing authority wise, product code wise, supplier wise, during user defined time period along with current status
35. payments done against various purchase orders / of a particular item / on a particular supplier - during user defined time period
36. Status of creditor account by supplier.
37. Ability to prepare database of Internal Audit / AG's audit para / PUC para for monitoring of status till final settlements
38. Inquiry and report of all unpaid bills/ invoices.
39. Demand forecasts/trends based on historical data such as consumption, lead-time, inventory expiry date, warranty period.
40. End-to-End report of Indent to Supplier Payment i.e. Indent, RFQ, PO, Material Issue Status to Supplier, Goods Receipt, QC clearance status, Supplier Invoice, Voucher creation, Supplier Payment.

**j. Information System**

1. System should have provision to generate various reports related to inventory as well as customer payment ageing.
2. System should have provision to calculate and generate report on interest and cash rebate calculation basis invoice date instead of credit note date.
3. System should have provision to generate rebate for subsidy applicable.

4. System should have provision to generate relevant reports for annexure 9, subsidy calculation, production reports etc.
5. System should have provision to generate various comparison reports are required for growth analysis:
  - a. Year to month vs Last year to month
  - b. Current Year vs Last Year.

**k. MIS report – Plant Maintenance**

1. The maintenance history should be available along with information about the next due maintenance.
2. Information as regards consumption/stock of materials and services should be available as a prerequisite for preparing maintenance budget.
3. Provision of failure report with causes, tasks etc. relevant to equipment breakdown along with breakdown analysis
4. User defined information for a Maintenance Order (MO) like equipment name, job description/duration and work permit details etc., should be provided.
5. The estimated cost of materials/services utilized in a maintenance order should be available department wise and also based on order type i.e., preventive/corrective/overhaul etc.
6. Reports regarding various order statuses should be available right from creation to closure.
7. Report for status of spares availability against equipment's. Indents In pipeline should be linked to equipment's.
8. Provision for tracking various statuses of Work Permit should be in place along with the relevant sets of isolations, time stamp of each status along with the user name that sets that status.
9. Information pertaining to comparison of equipment maintenance cost and cost of replacement of same for formulating replacement policy.
10. Reports depicting variations of actual vs. planned maintenance activities in terms of user defined parameters.
11. Comprehensive user defined reports should be defined covering all maintenance information including but not limited to:
  - Percentage of preventive maintenance.
  - Percentage of total breakdowns.
  - Percentage of predictive maintenance.
  - Percentage of proactive maintenance.
  - Mean time between failure (MTBF)
  - Mean time to repair (MTTR)
  - Number of breakdowns/Performance before and after maintenance.
12. Provision for generation of report for near miss accident and generate alert for the concerned official for taking corrective measure/necessary action.
13. The alert should go away only after the corrective measure/necessary action is taken.



**I. Quality Management**

1. Ability to support statistical data analysis in the application software.
2. Ability to generate tests report from the system
3. Ability to generate MIR (Material Inspection Reports) to be viewed by concerned departments.

**m. Production / Operations**

1. System should have provision to maintain record of daily interruptions along with production loss and hour loss (downtime) and generate the report for same.
2. System should have option to generate the reports so as to compute the gas consumptions from multiple suppliers vis a vis contract quantity.
3. System should be able to generate the production reports and TOP data (21 reports approx.) in the format of FICC.

**n. Project Systems**

1. Ability to generate and support template based information needs of the management but not limited to capturing all the project management activities for the entire cycle of construction projects i.e. from the point of proposal of a new project to final testing & commissioning of the project
2. Data on any project must be kept throughout the life of a project.
3. Ability to generate report on all the projects being carried out during the year.
4. Ability to generate report on all the projects held up due to fund/resource constraints in an year
5. Ability to generate report on all projects delayed during an year, along with the reasons for the delay
6. Support for template based project progress reports to be submitted to different funding agencies.
7. Ability to generate template based project progress status reports on a timely basis ( Monthly, Quarterly, Half-yearly, Annually etc.) for management review project wise / project unit wise
8. Ability to print project reports at summary level and detailed level and report the compiled status of all the projects under execution in the year
9. Ability to provide security measures, to ensure that the project closure is done by authorized personnel only
10. Ability to generate project completion reports, both physical and financial.
11. The system should have the provision for generating milestone based progress report
12. The system should have the provision to generate daily progress reports along with constraints.
13. The system should have the financial figures with respect to unique G/L codes, capital expenditure, budgets, etc.
14. The system should provide comparison of actual and planned costs/schedules

**FORM # 1 Profile of the Bidder****Profile of the Bidder/ Consortium Partner**

(To be provided in original as a part of Credentials/PQR)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub:- Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

<b>Particulars</b>	<b>Bidder's Response</b>	<b>Enclose Documents (Please indicate the Page Numbers to be referred)</b>
<b>General Information</b>		
Registered Name of the Firm/Company		
Legal Status of the Firm/Company:-		
Registered Firm/Company in India:- Registration No.:- Date of Commencement of business:- Date of Incorporation:-		
Address of the Registered Office		
Address of the Head Office		
Principal Place of Business		
Mailing address of the Bidder/Consortium Partner		
Phone Number (with STD code) Fax Number E-mail ID		
Constitution and Brief description of the Firm/Company		
Date of Establishment		
Name of the Chief Executive of the Firm/Company		
Name and Designation of the Authorized Signatory of the Bidder		
Phone no, Fax No. and E-mail ID of the Authorized Signatory of the Bidder		
Details of the following Valid items:-		

Particulars	Bidder's Response	Enclose Documents (Please indicate the Page Numbers to be referred)
a. PF Code:- b. PAN:- c. GSTN Registration No.:- d. Professional Tax Registration No.:- Other details, if necessary		
<b>Additional Information</b>		
Total number of Employees in India		
Number of employees in India who are involved in ERP Solution / IaaS hosting solution.		
Number of ERP Solution/IaaS hosting solution professionals in India Operations		
Name of the cities in India where the bidder has support offices for "Post Implementation Support".		
Please give details of the support offices in India along with details of certified maintenance staff, number of successful projects and the structure of operation for extending support facility.		
Please give details, address and Toll Free Number of the Technical Assistance Centre (TAC) in India		
For ERP Solution, please give details, address and contact numbers of the R&D facility in India.		
<b>Quality Assurance</b>		
Details of valid Quality Assurance accreditation /certification (Please provide details about SEI-CMM / ESCM / ISO 9001:2008/ ISO 20000:2011/ ISO 27001:2013/ UL/ETL, any other relevant Certifications).		

Name and Designation of Authorized Signatory:  
 Name of Firm/Company:  
 Address:  
 Date:

Seal & Signature of Authorized Signatory

Date:-  
 Place:-

Counter Signature & Seal of the Authorized Signatory of Bidder (\*)  
 Name and Designation  
 Name & Address of Firm/Company (Bidder)

Note:-

1. This format should be filled and submitted separately for ERP Solution & IaaS hosting partner even if the Bidder is submitting the Bid on its own capability for both ERP Solution & IaaS hosting.
2. (\*) The format for IaaS hosting partner should also be signed and sealed by the authorized signatory of IaaS hosting Implementation Partner/Consortium Partner and counter signed and sealed by the authorized signatory of the bidder.

**FORM # 2 Details of Projects Implemented****Details of Projects Implemented**

(To be provided in original as a part of Credentials/PQR)

(Use separate sheets for each Project and attach certificate from the clients)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub:- Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

<b>S. No.</b>	<b>Requirement</b>	<b>Bidder's Response</b>	<b>Enclose Documents (Please indicate the Page Numbers to be referred)</b>
1.	Name of the Project (if any)		
2.	Project Details		
3.	Project Location		
4.	Name of the Client		
5.	Client Address, Contact name & Number		
6.	Client Size (Approx. number of employees)		
7.	List of modules and sub-modules Implemented		
8.	Type of Industry: - Fertilizer/ Petro-chemical/ Continuous Process or any other. In case of any other, please mention the type of business.		
9.	Legal Status & Type of client		
10.	Scale of deployment in terms of numbers of users (excluding payroll users and self-service users)		
11.	Role of the Bidder/Consortium Partner (whether primary implementer, etc.)		
12.	Number of license (Please provide breakup of supplied licenses along with their numbers and type of licenses)		

S. No.	Requirement	Bidder's Response	Enclose Documents (Please indicate the Page Numbers to be referred)
13.	Value of the Contract/Work Done (Rs. in Crores)		
14.	Number of Instances/ Number of Locations		
15.	Number of experts deployed		
16.	Date of award/Signing of Contract		
17.	Date of commencement of the implementation		
18.	Date of completion		
19.	Man-months effort		
20.	Operating Systems supported		
21.	RDBMS / In-memory Database Supported		
22.	Other Middleware		
23.	Integration with other Systems (Please provide details in brief for each integrated system separately).		
24.	Hardware(s) installed (make/model)		
25.	Software(s) Installed(make/model)		
26.	Details of Post Go-Live Support / Operation & Maintenance Obligations/Services		

Name and Designation of Authorized Signatory:

Name of Firm/Company:

Address:

Date:

Seal & Signature of Authorized Signatory

Date:-

Place:-

Counter Signature & Seal of the Authorized Signatory of Bidder (\*)

Name and Designation

Name & Address of Firm/Company (Bidder)

Note:-

1. This format should be filled and submitted separately for ERP Solution & IaaS hosting even if the Bidder is submitting the Bid on its own capability for both ERP Solution & IaaS hosting.
2. (\*) The format for IaaS hosting partner should also be signed and sealed by the authorized signatory of IaaS hosting Implementation Partner/Consortium Partner and counter signed and sealed by the authorized signatory of the bidder.

**FORM # 3 Details of the Personnel to Be Deployed**

**Details of the Personnel to Be Deployed**

(To be provided in original as a part of Techno-Commercial Bid)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

Given below are the details of personnel/man power to be deployed by us to complete this assignment against the above NIT/E-Tender within the time lines mentioned therein:-

**A. Personnel to be deployed during implementation phase:-**

S.No	Name of Person	Proposed Position	Qualification	Area of Expertise	Total Experience in similar field/projects	Total Experience with the bidder	Total man days to be spent on the assignment	Part Time / Full Time deployment	Whether detailed CV submitted (Yes/No)
1									
2									

**B. Personnel to be deployed during O&M phase:-**

S.No	Name of Key Personnel	Proposed Position	Qualification	Area of Expertise	Total Experience in similar field/projects	Total Experience with the bidder	Total man days to be spent on the assignment	Part Time / Full Time	Whether detailed CV submitted (Yes/No)
1									
2									

We have verified and certify that the above mentioned resources proposed are adequately qualified and experienced to meet the bid requirements.

Name and Designation of Authorized Signatory:

Seal & Signature of Authorized Signatory

Name of Firm/Company:

Address:

Date:

Date:-

Counter Signature & Seal of the Authorized Signatory of Bidder (\*)

Place:-

Name and Designation

Name & Address of Firm/Company (Bidder)

Note:-

1. This format should be filled and submitted separately for ERP Solution & IaaS hosting even if the Bidder is submitting the Bid on its own capability for both ERP Solution & IaaS hosting.
2. (\*) The format for IaaS hosting partner should also be signed and sealed by the authorized signatory of IaaS hosting Implementation Partner/Consortium Partner and counter signed and sealed by the authorized signatory of the bidder.



**FORM # 4 CV of the Team Members**

**CV of the Personnel to Be Deployed/Team Members**

(To be provided in original as a part of Techno-Commercial Bid)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

CVs of the personnel to be deployed for ERP Solution/IaaS hosting (please mention as applicable) in the prescribed format are attached herewith:-

(The personnel proposed to be deployed shall be professionally qualified from reputed universities/institutions having adequate experience.)

Proposed Position :-						
Skill Set (Program Management/ Technology Management/ Implementation/O&M, etc.).			Management/ Functional Area/		Name of the Firm:	
Name (Insert full Name):			Date of birth:			
Professional Experience (*): From [year]:_____ To Year _____Employer:			Countries of Work Experience : (List Countries where staff has worked in last 5 years, if Applicable)			
Position Held: From [year]:_____ To Year _____Employer:			Membership of Professional Associations /Societies:-			
Educational Background: (Graduation and Post-Graduation Only)			Language Proficiency: (E-Excellent)(G-Good)(F-Fair)			
Degree	Year	University/College		Read	Write	Speak
			Hindi			
			English			

**Proposed Position :-**

			Other			
Summary of Key Trainings and Certifications:-						
1.						
2.						

**Summarized Professional Experience (\*\*) over the last ten years, in reverse chronological order.**

Please indicate particular technical and managerial experience relevant to the project for which the team member is being proposed in the bid.

S.No	From Date	To Date	Company/ Project/ Position/ Relevant technical and Management experience
			Name of assignment or project:  Location:  Client:  Main Project Features: (Description of Modules/Area)  Positions Held:  Activities performed:
			Name of assignment or project:  Location:  Client:  Main Project Features: (Description of Modules/Area)  Positions Held:  Activities performed:
Any Other Information			

**Experience (\*):**

(Under this heading please give outline of the team members experience most pertinent to the assigned work on proposed team. Describe degree of responsibility held by the team member on relevant previous assignments and give dates and locations.)

**Education:**

(Under this heading, summarize college/university and other specialized education of team member, giving names of colleges/universities, dates and degrees obtained.)

Experience (\*\*):

(Under this heading, please give the list of positions held by team member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

Signature of the team member: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Certification by the Authorized Signatory:-**

I, the undersigned, certify that to the best of my knowledge and belief, this resume reflects correct information and that the wilful misstatement described herein may lead to disqualification or dismissal of the above candidate.

Name and Designation of Signatory:

Seal & Signature of Authorized Person

Name of Firm:

Address:

Date:

Date:-

Counter Signature & Seal of the Authorized Signatory of Bidder (\*)

Place:-

Name and Designation

Name & Address of Firm/Company (Bidder)

Note:-

- a) Provide details of at least two most relevant project experiences (including roles and responsibilities) having scope similar to that given in this NIT.
- b) Enclose detailed resumes of the personnel.
- c) Kindly ensure that the relevant work experience and its applicability to the present assignment in this NIT are clearly articulated.
- d) The CVs should be in 'Verdana' with 'font size 11' and should not be longer than 4 type-written pages.

**FORM # 5 Deviations /Exclusions Schedule**

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To  
Mr. S M Vashisht  
Chief General Manager (IT)  
National Fertilizers Limited,  
Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

Dear Sir,

**Sub: Deviation/Exclusion/Variation Statement**

We confirm that the following are the only deviations/exclusions/variations to the requirements described in your NIT Document Number .....dated .....and as responded in our proposal/bid Number ..... dated ..... Except for these deviations/exclusions/variations, we confirm to accept all the other requirements of the said NIT Document.

Sl.No.	Clause mentioned in NIT	Section in the NIT	Deviation Requested	Remark/Reason

We declare that any other deviations noted in other places in the bid documents/correspondences shall be ignored and construed as our unconditional acceptance of the respective NIT terms, unless mutually agreed under seal and signature from both sides.

Thanking you,

Yours faithfully,

Date:-

Place:-

Signature & Seal of the Authorized Signatory of Bidder  
Name and Designation  
Name & Address of Firm/Company (Bidder)

**FORM # 6 Bid Submission Form**

**Bid Submission Form**

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution in NFL & RFCL.**

Dear Sir,

We the undersigned ----- (Insert the name of the bidder) offer to supply the ERP Solution and ERP Implementation services to NFL & RFCL as outlined in your above referred NIT document.

Having examined the NIT/Bidding Documents including Addenda Numbers [insert numbers], Corrigenda Numbers [insert numbers] the receipt of which is hereby acknowledged, I/we, the undersigned, offer our services for **Implementation of ERP Solution at NFL & RFCL** against the above referred NIT in full conformity with the NIT/Bidding Documents for the sum quoted in price schedule (hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the above amounts are given in the Price Schedule (submitted on-line) and are made part of this bid. I/We hereby accept to abide by the scope and terms & conditions of the aforesaid NIT document unconditionally.

We confirm that the information contained in this bid or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NFL & RFCL are true, accurate, verifiable and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead NFL & RFCL as to any material fact in its bid/proposal evaluation process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the tender evaluation process or unduly favours our bid for Implementation of ERP Solution in NFL & RFCL during the tender evaluation process, our bid is liable for rejection from the selection process or termination of the contract during the project, if selected to do so, for providing services to NFL & RFCL.

I/we also declare that the prices mentioned in our Bid are in accordance with the terms as specified in the NIT. The prices and other terms and conditions of this Bid are valid for the period of 180 days from the tender opening date.

I/we also declare that our bid prices are for the entire scope of the work as specified in the NIT. These prices have been submitted in the Financial /Price Bid (submitted on-line).

I/we also further declare that the prices stated in our Bid are in accordance with the NIT and will not be subject to escalation for any reason whatsoever within the period of contract. I/We also understand that a Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive. Our Proposal is binding upon us and subject to the modifications resulting from contract.

I/We undertake that in case our bid is accepted, we:-

- ❖ Shall furnish the required Contract Performance Guarantee (CPG) in the form, in the amounts, and within the times specified in the Bidding Documents/NIT.
- ❖ Shall commence work on the Implementation of ERP Solution in NFL & RFCL and shall make all reasonable endeavours to achieve Go-live Acceptance within the respective time schedule stated in the Bidding Documents/NIT.
- ❖ Declare that our prices in Indian Rupees are on firm price basis for the entire project.
- ❖ Declare that we shall be solely responsible for arranging Import License (if any) for any materials, components and bought out items that may be required to be imported for the purpose of performing the work under this proposal and accordingly our Bid Price include all the customs & import duties and levies including license fees etc. payable by us and NFL & RFCL shall not be liable in this regard whatsoever. We further confirm that any increase or decrease in the custom duty shall be borne by us.
- ❖ We agree to abide by this bid, which, consists of this letter, the Bid Security (EMD), letter of authorization, CVs of the team members to be deployed on this Contract and other enclosures to this Bid Form [**bidder has to give complete list of enclosures of its bid**]. This bid shall be valid for a period of One hundred & Eighty (180) Days from tender opening date as stipulated in the Bidding/NIT Documents and it shall remain binding upon us and may be accepted by NFL & RFCL at any time before the expiry of that period. The Bid Security shall be valid for a period as stipulated in the NIT documents.
- ❖ We declare that the total amount quoted and prices quoted for each component [the break-up of which is given in the Price Schedule (Form # 6)] are firm and shall not be subject to any variation for the entire period of the contract. We further declare that the quoted prices include all taxes, duties and levies payable by us as on the date of bid submission, under aforesaid assignment.

However, breakup of the taxes and duties are also mentioned as per the format of Price Schedule (submitted on-line).

- ❖ Until the formal final Contract is prepared and executed between us, this bid, together with NFL & RFCL's written acceptance of the bid and NFL & RFCL's notification of award, shall constitute a binding Contract between us. We understand that NFL & RFCL is not bound to accept the lowest or any bid NFL & RFCL may receive.

This is to further certify that all the information contained in the Bid is correct and to the best of our knowledge.

Date:-

Place:-

Signature & Seal of the Authorized Signatory of Bidder

Name and Designation

Name & Address of Firm/Company (Bidder)

**FORM # 7 Pre-Bid Queries Submission**

**Format for Submitting Pre-Bid Queries**

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

S.No	Requesting Bidder	Clause No. & Section in the NIT Document	Page No. of the NIT Document	Clause Description	Query/Clarification sought in respect of the Clause	NFL's & RFCL's Response

This format should be duly filled and enclosed with a covering letter signed by the authorized signatory of the prospective Bidder.

Date:-

Place:-

Signature & Seal of the Authorized Signatory of Bidder

Name and Designation

Name & Address of Firm/Company (Bidder)



**FORM # 8 Techno-Commercial Bid Proposal Submission**

**Techno-Commercial Bid Proposal Submission Form**

(To be submitted in original as part of the envelope containing Techno-Commercial Bid)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

We hereby submit our Bid proposal for appointment of successful bidder for "**Implementation of ERP Solution at NFL & RFCL**" as outlined in your NIT/Tender No. -----  
Dated -----. We have understood the instructions and the terms and conditions set forth in the bid Document furnished by NFL & RFCL and have thoroughly examined the detailed scope of work laid down by NFL & RFCL and are fully aware of nature and scope of services required.

We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Document. We declare that the services will be rendered strictly in accordance with the stipulated requirements.

We hereby confirm that we have submitted the Bid Security of the requisite amount in the prescribed form.

We hereby furnish our Techno-Commercial Bid Proposal comprising of:

- a. Techno-Commercial and Price Bid Proposal Submission Form
- b. Project Organization plan including methodology, work plan for performing the assignment as per the contractual scope
- c. Detailed Implementation Program in the form of bar chart, PERT chart
- d. Un-priced Bill of Quantity covering break-up of all the items/ components/ services for the solution being proposed which is strictly as per price schedule
- e. Unpriced Price Schedule.
- f. Unpriced Item & Services Breakup Sheet

- g. Detailed bill of Material giving module level details of each components such as make, model, part no, item name, quantity, etc.
- h. Detailed information of the Proposed Products & Solutions as required by various provisions of Technical Specifications, Functional Specifications including System Architecture of the proposed solutions/ implementation, Data Migration Strategy, Master Data Management Strategy, Training, etc..
- i. Schedule of Key Personnel proposed to be deployed for the assignment along with their CVs
- j. Any additional information (Bidder to give details as per his bid).

Our Bid shall remain valid for acceptance by NFL & RFCL for a period of 180 days from tender opening date, as stipulated in the NIT documents.

In case our Bid is accepted by you, we agree to complete the work covered under the scope within the schedule given under Project Work Plan in the NIT. Detailed Bar Charts and PERT Charts of different activities for complete scope of services are enclosed with our proposal.

Date:-

Place:-

Signature & Seal of the Authorized Signatory of Bidder

Name and Designation

Name & Address of Firm/Company (Bidder)

**FORM # 9 Declaration****DECLARATION FORM**

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: Implementation of ERP at NFL & RFCL"**

The following declaration to be signed by Contractor and to be submitted along with required documents which would be duly self-certified:

Sr. No	DESCRIPTION	YES / NO (If Yes, give the following details)		
1	If a Tenderer (Owner/Director) has relations whether by blood or otherwise with any of employees of NFL/RFCL, the Tenderer must disclose the relation at the time of submission of Tender, failing which, NFL and RFCL shall reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2.	P.F. Registration No of the Contractor to be intimated along with Documentary proof thereof.			P.F. Registration Number
3	PAN No of the Contractor to be intimated along with Documentary Proof thereof.			PAN NO
4	GSTIN/GST No. with Documentary Proof.			GST NO
5	ESI Registration No. Along with documentary proof thereof.			ESI Regd. No.
6	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship/partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

7	If the party is registered as Micro/Small Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.	Yes/No
---	---	--------

Date:-  
Place:-

Signature & Seal of the Authorized Signatory of Bidder  
Name and Designation  
Name & Address of Firm/Company (Bidder)

**FORM # 10 Power of Attorney**

**Format for Power of Attorney**

(To be provided in original as part of Credentials/PQR on stamp paper of value Rs XXX/- required under law duly notarized & signed by Board of Directors or the Company Secretary of the Bidder in case of company and by all partners in case of firm)

Dated: \_\_\_\_\_

**POWER OF ATTORNEY  
To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation, Employee Number. and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal against NFL & RFCL Notice Inviting Tender (NIT) No. -----dated ----- for award of contract for **"Implementation of ERP Solution at NFL & RFCL"**, including signing and submission of all documents and providing information and responses to clarifications / enquiries, etc., as may be required by NFL & RFCL, representing us in all matters before NFL & RFCL, and generally dealing with NFL & RFCL in all matters in connection with our Proposal against the aforesaid NIT.

We here by agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

Accept

(Signature)

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of Attorney)

(Name, Title, Employee No. and Address of the Bidder)

Witness

(Signature)

(Name, Title and Address)

**Notes:**

- ❖ To be executed by the Bidder
- ❖ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ❖ Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

**FORM # 11 OEM Authorization and Support Form**

**Original Equipment Manufacturer (OEM)'s Authorization and Support Form**

(To be obtained from all the OEMs and to be submitted in original as a part of  
Credentials/PQR)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

OEM's Contact Person – Name, Designation & Address:

Telephone No.:

FAX No. / E-Mail:

To  
Mr. S M Vashisht  
Chief General Manager (IT)  
National Fertilizers Limited,  
Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

We, who are established and reputed manufacturers/ producers of \_\_\_\_\_, having factories/ development facilities at (address of factory/facility), do hereby authorize M/s. \_\_\_\_\_ (Name and address of Bidder/Partner) to submit their Bid, as the Bidder/Consortium Partner, with our products as listed below for ERP Solution and IaaS hosting (please mention the applicable Solution) in their bid and enter into the contract agreement with NFL & RFCL in case of award, against NFL & RFCL's above referred NIT:-

1. Product / Component details (\*)

a)

b)

2. Product/Component details (\*)

a)

b)

We hereby extend our full warranty and support for the solution, products and services offered by the above firm against this Bid invitation. We would be fully responsible for expeditiously providing all spares and full maintenance support and for providing replacements, repairs, updates, patches, security updates, bug fixes, etc., for our aforesaid products as required in the instant tender/NIT for the entire period of contract between NFL & RFCL and M/s. \_\_\_\_\_ (Name and address of Bidder) and throughout the period of warranty and support as required in the subject NIT, at all the

locations of NFL & RFCL.

We confirm that our above mentioned products meet the technical & functional requirements of the NIT and the Products quoted in the bid submitted by M/s.\_\_\_\_\_ (Name and address of Bidder) are brand new, are of latest version / specification, are not at end of life cycle, are not at end of support, are not due for end of sale and that models of the products offered are not under quality testing.

This is also to certify that the offered products are RoHS (Restriction of Hazardous Substances) compliant and meet all other standards as specified in the NIT.

We duly authorize M/s.\_\_\_\_\_ (Name and address of Bidder) to act on our behalf in fulfilling all Installations, Testing, Commissioning, Technical Support and Maintenance obligations, etc., required under the contract.

We also assure you that we \_\_\_\_\_(Name and address of the OEM) indemnify NFL & RFCL against any third party claims of infringement of patents, trademarks arising from the use of the above products (software/ hardware/ other) for the entire period of contract under the above referred NIT.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

Yours faithfully,

Name\_\_\_\_\_

In the capacity of:\_\_\_\_\_

Signature & Seal\_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of the OEM M/s\_\_\_\_\_

Date \_\_\_\_\_ Place \_\_\_\_\_

Date:- Signature & Seal of the Authorized Signatory of Bidder

Place:- Name and Designation

Name & Address of Firm/Company (Bidder)

Date:- Counter Signature & Seal of the Authorized Signatory of OEM Partner

Place:- Name and Designation

Name & Address of Firm/Company (Partner)

**Note:**

1. This letter of authority/form should be on the letterhead of the manufacturer and should be signed by an authorized person of the OEM who is the competent authority and having the power of attorney to bind the manufacturer. The bidder should include the aforesaid power of attorney of the authorized person of the OEM in its bid.



2. This form has to be provided by the OEM's for each of their products proposed by the bidder/consortium in its bid against the NIT. For example, if an OEM is providing 3 different products in the bid submitted by the bidder, then the OEM has to issue product wise manufacturer's authorization, either in the same form or in three separate forms for each of its products.
3. (\*) Please give details of the Product/Components along with model numbers, version numbers, release date, etc., as applicable.

**FORM # 12 Well Established Presence in India**

**Certificate for Well Established Presence in India for the Bidder/Partner**

(To be submitted in original as part of Credentials/PQR Bid)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

**Certificate**

I ..... hereby confirm that M/s.....(Name of the Bidder/OEM) has a well-established presence in India for last 7 years with an installed base to provide supply, implementation and O&M for the proposed COTS ERP Solution & services along with the ability to provide timely response and service to NFL & RFCL against NFL's & RFCL's above referred tender.

The necessary documentary evidences in respect of our above submission along with client citations in India are enclosed herewith.

Yours faithfully,

Date:- Signature & Seal of the Authorized Signatory (Bidder/Consortium Partner)

Place:- Name and Designation

Name & Address of Firm/Company (Bidder/Consortium Partner)

**Note:**

1. This format should be filled and submitted separately for ERP Solution & IaaS hosting even if the Bidder is submitting the Bid on its own capability for both ERP Solution & IaaS hosting.
2. The format for IaaS hosting partner should be signed and sealed by the IaaS hosting Implementation Partner/Consortium Partner and counter sealed and signed by the bidder.

**FORM # 13 DSC Authorization Letter**

**DSC Authorization letter**

(To be submitted in original as part of Credentials/PQR)

Bidder's Bid Proposal Ref No. and Date:

Bidder's Name and Address:

Telephone No.:

FAX No. / E-Mail:

To

Mr. S M Vashisht

Chief General Manager (IT)

National Fertilizers Limited,

Corporate Office, A-11, Sector-24, Noida-201 301 (U.P.)

**Sub: - Implementation of ERP Solution at NFL & RFCL.**

Dear Sir,

With reference to the above, please refer below given details of our Digital Signature Certificate used for uploading our bid against NFL & RFCL e-tender No.:-

Common Name (Name in which issued):

Issued by:

Issued to:

Serial No:

Valid from:

Valid up to:

We have authorized our following named executive:-

Name:

Designation

Address:

Telephone:

Fax:

E-mail:

To quote for the above referred tender, to sign and act on behalf of our company as the Authorized Signatory.

Should you require any further clarifications please do feel free to contact us.

Thanking you,

Yours sincerely,

For

(Name of the bidder

company)

Date:-

(Signature and seal of the person who has signed the Power of Attorney  
for the Authorized Signatory of the bidder against the tender

Place:-

Name and Designation  
Address of Bidder Firm/Company

**FORM # 14 Bid Security Form - Bank Guarantee Bid Security Deposit/EMD (For NFL)**

**BID SECURITY (EMD) FORM**  
BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD  
(To be provided in original as Bid Earnest Money)

In consideration of National Fertilizers Limited (NFL), having its registered office at scope complex, core-iii, 7 institutional area, lodhi road, new delhi-110 003 (hereinafter called NFL 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 fulfillment 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 „NFL“ an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by 'NFL' 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 'NFL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'NFL' 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 „NFL“ 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 NFL 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 'NFL' in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019

Bank Name:  
Corporate Seal for Bank

WITNESS

(1). (Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Staff Code No.)  
(Designation with Bank Stamp)

Date

(2). (Signature) (Name)

(Official Address)

**FORM # 15 Proforma for Security Deposit-Cum-Performance Bank Guarantee (For NFL)**

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE 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 NATIONAL FERTILIZERS LIMITED, a Company registered in India under Companies Act, 1956 and having its registered office at Core -III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003, 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 National Fertilizers 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-cum-Performance Bank Guarantee for Rs. \_\_\_\_\_. CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

The decision of the Owner as to whether the terms and conditions of this Security Deposit-cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum-Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.

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 fulfil 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.

2. This Security Deposit-cum-Performance Bank Guarantee 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 / certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee 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 Security Deposit-cum-Performance Bank Guarantee will remain in force initially upto \_\_\_\_\_ 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 Security Deposit-cum-Performance Bank Guarantee 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 \_\_\_\_\_ 2019

Bank Name:

(Indicate the name of the Bank with stamp)



**FORM # 16 Performance Bank Guarantee (for RFCL)**

**BANK GUARANTEE FORMAT  
(ORDER PERFORMANCE BANK GUARANTEE)  
[ON APPROPRIATE STAMP PAPER]**

**Beneficiary: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**, 4th Floor, Mohta Building, 4, Bhikaiji Cama Place, New Delhi-110 066

**Bank Guarantee No. [.....•]**

**THIS DEED OF GUARANTEE** is executed on this [.....insert day] day of [.....insert month and year] at [.....insert place] by [.....**INSERT NAME OF BANK**] having its head/registered office at [.....insert address], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

**IN FAVOUR OF:**

**RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**, a public limited company incorporated under the Indian Companies Act, 2013, having its registered office at Scope Complex, Core-3, 7 Institutional Area, Lodhi Road, New Delhi-110 003, India (hereinafter referred to as the "**RFCL**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

**WHEREAS**

A. RFCL has entered into Contract for Supply of [Name of Item/Equipment/Package.....■.] dated [.....■.] (the "**Order**") with [.....**insert name of Supplier**], a company incorporated under the [.....] and having its registered office at [.....■.] (the "**Supplier**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the Project.

B. In terms of the Order, the Supplier is required to furnish to RFCL, an unconditional, irrevocable, on demand bank guarantee for an amount equal to 10% of the Total Order Value as security for due and punctual performance/discharge of the Supplier's obligations under the Order for the Contractual Period.

C. At the request of RFCL and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/discharge by the Supplier of its obligations under the Order during the Contractual Period.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Order.

2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to RFCL the payment in full of all amounts at any time that may be due, owing or payable to RFCL from the Supplier for the failure of the Supplier to duly and punctually perform all of its obligations under the Order (the "**Guarantee**"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from RFCL.

The Guarantee is given in consideration for consideration received from the Supplier (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall be maintained at the amount of [currency] [.....insert amount] (the "**Guaranteed Amount**") with effect from the date hereof until the end of the Guarantee Period i.e., up to midnight of {..... **insert date**} plus additional 90 days to enable claims to be made i.e., up to midnight of {..... **insert date**}.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by RFCL against the Guarantor.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that RFCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall, pay to RFCL sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from RFCL stating that the Supplier has failed to meet its performance obligations under the Order. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Supplier or validity of demand so made by RFCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Supplier or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Order or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Supplier or any change in ownership of the Supplier or any purported assignment by the Supplier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that RFCL first attempt to procure the Guaranteed Amount from the Supplier, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.

5. In order to give effect to this Guarantee, RFCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or RFCL):

(a) any time or waiver granted to, or composition with, the Supplier or any other Person;

(b) any incapacity or lack of powers, RFCL or legal personality of or dissolutions, or insolvency, or bankruptcy, or change in the status of the Supplier or any other Person;

(c) any variation of the Order so that references to the Order in this Guarantee shall include each variation;

(d) any unenforceability, illegality or invalidity of any obligation of any Person under the Order or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;

(e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Supplier's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or

(f) any part performance of the Order by the Supplier or by any failure by RFCL to timely pay or perform any of its obligations under the Order.

6. If, and to the extent that, for any reason the Supplier enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Supplier of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to RFCL on demand.

7. So long as any sum remains owing by the Supplier to RFCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Supplier (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Supplier or any such other Person in competition with RFCL. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for RFCL.

8. This Guarantee shall remain in full force and effect from the date hereof until the end of the Guarantee Period i.e., up to midnight of {..... **insert date**} plus additional 90 days to enable claims to be made i.e., up to midnight of {..... **insert date**}, unless discharged/ released earlier by RFCL in accordance with the provisions of the Order. No claim made after such date shall be valid against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from RFCL (such notice to be issued promptly upon such occurrence).

9. The Guarantor represents and warrants to RFCL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;

(b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, Order or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or RFCL, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of RFCL in exercising any right, power or privilege hereunder and no course of dealing between RFCL and the Guarantor, or the Supplier, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which RFCL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of RFCL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with RFCL to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and RFCL shall constitute a single binding agreement.

15. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Order.

16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.

17. RFCL may assign or transfer all or any part of its interest herein to any other person with prior notification to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.

**IN WITNESS WHEREOF** the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....*insert name of Bank*] Bank by hand

Name:

Designation:

**FORM # 17 Integrity Pact (for NFL)**

**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 NFL.)**

National Fertilizers Limited (NFL) 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 \_\_\_\_\_. 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**

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 Section3, or if the Principal is entitled to terminate the contract according to Section3, 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, NFL.
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,, NFL 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 NFL Board.
8. If the Monitor has reported to the Chairman & Managing Director, National Fertilizers Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, NFL 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 NFL.

### **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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM # 18 Integrity Pact (for RFCL)**

**(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 & Chemicals Ltd (RFCL) herein after referred to as "The Principal".

AND

\_\_\_\_\_Herein after referred to as "The Bidder/Contractor"

**PREAMBLE**

The Principal intends toward, 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.

## **Section3: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**

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, 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, 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 RFCL Board.
8. If the Monitor has reported to the Chairman, Ramagundam Fertilizers & Chemicals Ltd, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, 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 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. NewDelhi.
- 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:

Witness1:

(Name & Address)

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Witness 1:

(Name & Address)

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Witness2:

(Name & Address)

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Witness 2:

(Name & Address)

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**FORM # 19 Price Sheet**

**Price Bid**

<b>Name of the Firm/Company- M/s</b>	
<b>GST Identification Number</b>	

**Table A : License details for NFL and RFCL**

S. No.	Price Break-Up for Main Components	Base Price (as applicable)			HSN/SAC Code	GST Rate in %age	GST Amount (INR)	Grand Total Amount (INR)
		Quantity (Nos.)	Per Unit Rate (INR)	Total Amount				
1	<b>License cost:</b>							
	a. Core ERP Functions	1825		0			0	0
	b. E-Office solution including DMS and workflows	600		0			0	0
2	<b>Annual Maintenance Contract (AMC) price for licenses -</b>							
	<b>AMC</b>	<b>Quantity (Nos.)</b>	<b>Yearly Charges Per License (INR)</b>	<b>Total Amount</b>	<b>HSN/SAC Code</b>	<b>GST Rate in %age</b>	<b>GST Amount (INR)</b>	<b>Grand Total Amount (INR)</b>
	a. Core ERP Functions	1825		0			0	0
	b. E-Office solutions including DMS and	600		0			0	0

workflows (If applicable)						
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**TABLE – B (For NFL only)** (Please quote in Indian Rupees only)

Price Schedule											
S. No.	Price Break-Up for Main Components	Base Price (as applicable)						HSN/SAC Code	GST Rate in %age	GST Amount (INR)	Grand Total Amount (INR)
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6				
1	Implementation of proposed COTS ERP Solution Services including Design, Configuration, Developments (RICEF), Testing, Data Cleansing, Standardisation and Codification Work, Training, Knowledge transfer, Documentation, Change management and charges for stabilization support of three (3) months for NFL etc. as per scope of work									0	0



2	Annual Technical Support (ATS) charges (ERP support) for the period of two years as per scope mentioned in NIT									0	0
3	Cloud hosting charges (IaaS)									0	0
4	SDWAN subscription (10 Locations)										
5	Bandwidth (Refer current IT landscape and scope of work)									0	0
6	Other Licenses apart from Core ERP functions and E-office solution (If any)									0	0
7	AMC for other Licenses apart from Core ERP functions and E-office solution (If any)									0	0
Total										0	0

**TABLE - C (For RFCL only)** (Please quote in Indian Rupees only)

Price Schedule											
S. No.	Price Break-Up for Main Components	Base Price (as applicable)						HSN/SAC Code	GST Rate in %age	GST Amount (INR)	Grand Total Amount (INR)
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6				

1	Implementation of proposed COTS ERP Solution Services including Design, Configuration, Developments (RICEF), Testing, Data Cleansing, Standardisation and Codification Work, Training, Knowledge transfer, Documentation, Change management and charges for stabilization support of three (3) months for RFCL etc. as per scope of work									0	0
2	Annual Technical Support (ATS) charges (ERP support) for the period of two years as per scope mentioned in NIT									0	0
3	Cloud hosting charges (IaaS)									0	0
4	SDWAN subscription (2 locations)									0	0
5	Bandwidth (Refer current IT landscape and scope of work)									0	0

6	Other Licenses apart from Core ERP functions and E-office solution (If any)									0	0
7	AMC for other Licenses apart from Core ERP functions and E-office solution (If any)									0	0
8	Antivirus solution (500 users)									0	0
9	Mail messaging solution (500 users)									0	0
Total										0	0

**Table D (Man-days rate for NFL and RFCL)**

**In case of scope change in the later date, kindly give rate of the following resources:**

Sl. No.	Components	No. of Man-days considered in a Year (Tentative)	One Man-Day Rate (In Rs./ Man - Day)	HSN/SAC Code	GST rate in %age	GST amount in INR	Grand Total Amount (INR)
Man-day rate of additional work not mentioned in scope of work							
1	Project Manager	300				0	0
2	Functional Consultant	300				0	0

3	Technical Consultant	300				0	0
<b>Total</b>			<b>0</b>			<b>0</b>	<b>0</b>

<b>Table E - Summary of Price Schedule</b>		
<b>SN</b>	<b>Particulars</b>	<b>Total Value (Inclusive of GST)</b>
		<b>In Figures (Rs.)</b>
<b>i</b>	<b>ii</b>	<b>iii</b>
<b>Summary of price schedule (NFL + RFCL)</b>		
I	Total Value of licenses and AMC of 6 Years	<b>0</b>
II	Total Value of ERP implementation & support	<b>0</b>
III	Total value of IaaS infrastructure	<b>0</b>
IV	SD-WAN subscription and end to end bandwidth solution	<b>0</b>
V	Additional components like mail messaging	<b>0</b>

	solution, antivirus solution etc. as per scope of work	
VI	Man hour rate for additional work not mentioned in scope of work as per table D mentioned above.	<b>0</b>
<b>Grand Total (Inclusive of GST)</b>		<b>0</b>

**ANNEXURE I – Proforma of Letter of Undertaking (For NFL)**

**Under Taking**

Ref: NFL/CO/ERP/IT/

Dated xx.xx.2019

To,

Chief General Manager (IT)  
National Fertilizers Ltd.  
A-11, Sector-24, Noida , U.P

**Subject: "Implementation of ERP at NFL".**

Dear Sir,

I/We \_\_\_\_\_ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of above said Work at the rates quoted in the attached Schedule of rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself / ourselves to complete the work schedule and progress of work.

I / We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with Terms and Conditions referred to in the Notice Inviting Tenders In case of acceptance of the Tender by National Fertilizers Limited, I / We bind myself /ourselves to execute the contract as per the conditions mentioned in the Tender documents, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with NFL.

Thanking you,

Yours faithfully;

For M/s \_\_\_\_\_

(Signature of Bidder with SEAL)

Address: \_\_\_\_\_

**ANNEXURE II – Proforma of Letter of Undertaking (For RFCL)**

**Under Taking**

Ref: RFCL/CO/ERP/IT/

Dated xx.xx.2019

To,

Chief Manager (IT)  
Ramagundam Fertilizers and Chemicals Limited,

3rd & 4th Floor, Mohta Building 4, Bhikaji Cama Place, New Delhi – 110066

**Subject: "Implementation of ERP at RFCL".**

Dear Sir,

I/We \_\_\_\_\_ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of above said Work at the rates quoted in the attached Schedule of rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Ramagundam Fertilizers and Chemicals Limited and hereby bind myself / ourselves to complete the work schedule and progress of work.

I / We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with Terms and Conditions referred to in the Notice Inviting Tenders In case of acceptance of the Tender by Ramagundam Fertilizers and Chemicals Limited, I / We bind myself /ourselves to execute the contract as per the conditions mentioned in the Tender documents, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with NFL.

Thanking you,

Yours faithfully;

For M/s \_\_\_\_\_

(Signature of Bidder with SEAL)

Address: \_\_\_\_\_

**ANNEXURE III- Proforma for Indemnity Bond (NFL)**

**Proforma for Indemnity Bond**

This DEED OF INDEMNITY made between M/s .....having its registered office at .....and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s National Fertilizers Limited, a company incorporated under the Indian Companies Act and having its registered Office at SCOPE Complex, Core-III, Institutional Area, Lodhi Road, New Delhi (hereinunder called 'the Owner') which expression shall include its successors and assigns of the other part

WHEREAS the Owner has placed a Work Order No. ....on the Contractor for ..... and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of .....

.....and WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

NOWTHIS DEED WITNESSETH AS FOLLOWS

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.

2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.

3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the Owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.

4. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee is restricted to Rs..... (Rs..... only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities thereunder.

Dated:

WITNESS

(1). (Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Staff Code No.)

(Designation with Bank Stamp)

Date

(2). (Signature) (Name)

(Official Address)



**ANNEXURE IV– Proforma for Indemnity Bond (For RFCL)**  
**Proforma for Indemnity Bond**

This DEED OF INDEMNITY made between M/s .....having its registered office at .....and place of business at..... The Contractor, which expression shall include its successor and assigns of the one part and M/s Ramagundam Fertilizers and Chemicals Limited, a company incorporated under the Indian Companies Act and having its registered Office at SCOPE Complex, Core-III 7, Institutional Area, Lodhi Road, New Delhi (hereinunder called 'the Owner') which expression shall include its successors and assigns of the other part WHEREAS the Owner has placed a Work Order No. ....on the Contractor for .....and whereas one of the conditions of the said Contract, is that the Owner will supply to the contractor free issue Material for..... As specified in the said Contract for the purpose of .....and WHEREAS the Owner has agreed to send the said Free issue Material in the terms of the said Contract upon the terms that the Contractor should enter into covenants hereinafter contained.

NOWTHIS DEED WITNESSETH AS FOLLOWS

1. In pursuance of the said agreement and in consideration of the promises the Contractor hereby permits and acknowledges that the Contractor holds and shall always hold the said Free Issue Materials (which will from time to time be sent by the Owner to the Contractor) under the said contract, in trust for to the order of and on account of the Owner.
2. The Contractor hereby assume full responsibilities for the said Free Issue Materials shall keep the said Free Issue Materials free of charge to the Owner in the safe place and in good condition.
3. The Contractor hereby agrees to indemnify and keep the Owner indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the owner of which the Owner may suffer or incur by reason of any loss or damage to the Contractor or its employees caused by the default or negligence of the Contractor or its employees or agent and/or by reasons of breach by the Contractor or its covenants obtained in clause 1 and/or clause 2 hereof.
4. NOTWITHSTANDING anything stated herein above, Contractor's liabilities under this Guarantee is restricted to Rs..... (Rs..... only) and it will remain in force till.....unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities thereunder.

Dated:  
WITNESS

- |                         |   |
|-------------------------|---|
| (1). (Signature)        | (Signature)                                       |
| (Name)                  | (Name)  |
| (Official Address)      | (Staff Code No.)<br>(Designation with Bank Stamp) |
|                         | Date  |
| (2). (Signature) (Name) |   |
| (Official Address)      |   |

**ANNEXURE V - Proforma for Contract Agreement (for NFL)**  
**AGREEMENT**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_ 2019 between NATIONAL FERTILIZERS LIMITED, a Government of India Undertaking a Company incorporated under the provisions of the Companies Act, 1956 having its Registered office at SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110003, and Corporate Office at A-11, Sector-24, NOIDA, Distt. Gautam Budh Nagar, U.P. – 201301, hereinafter called The Owner, which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and permitted assigns of the ONE PART and M/s \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the 'Contractor') which expression shall unless repugnant to context or contrary to the meaning thereof include its successors and permitted assigns of the other part.

WHEREAS vide NIT No. \_\_\_\_\_ dated \_\_\_\_\_, NFL has desired the execution of the work relating to \_\_\_\_\_.

AND WHEREAS M/s \_\_\_\_\_ vide its offer dated \_\_\_\_\_ and subsequent confirmations have agreed to execute the same and is fully aware of the Owner's requirement and other information as may be required for fulfilling their obligations under this contract.

AND WHEREAS the Owner has awarded job of \_\_\_\_\_ to M/s \_\_\_\_\_ vide Work Orders No. \_\_\_\_\_ dated \_\_\_\_\_ at value / rates and or referred to in the Pricing Structure, Package Type and Architecture, Development and Implementation Stages, Terms of Payments and Other Terms and Conditions of contract consisting of Tender acceptance thereof, copy hereto annexed, construing and forming the part of the Contract herein referred to.

AND WHEREAS the Contractor has agreed with NFL to execute the said work, the Owner has accepted the tender of M/s \_\_\_\_\_ for the provision and execution of the said work at the rates stated in the Pricing structure upon the terms and conditions contained in the agreement.

Now this Deed of Agreement Witnesses as follows:

1. The Contractor shall provide deliverables on or before the dates mentioned in the contract including all other acts, things, deeds as described in the contract or which are implied or necessary for the successful completion of the said work and in the manner as provided in the terms & conditions of the contract.

2. The Contractor shall execute the work with promptness, due diligence to the satisfaction of the Owner and complete the same in all respects in accordance with the specifications, drawings, terms & conditions contained in the contract.
3. It is agreed between the Owner and the Contractor that the time is the 'essence of the contract' and further agreed that the contract will be completed within \_\_\_\_ (Weeks) from the date of issue of Work Order i.e. \_\_\_\_\_ therefore any delay in completion would attract imposition of suitable price reduction (PRS)/L.D./Damages as per NIT clauses.
4. All parts of the above software shall be of the specifications & the officer In charge of the Owner in his absolute discretion, check the quality of the job executed.
5. All work, executed or under execution, in pursuance of this contract shall at all times be open for inspection and supervision of the Owner. The work may be inspected by Chief Technical Examiner of Government of India (CTE). The compliance with the observations/improvement as suggested by the Inspecting Officer of the Owner/CTE shall be mandatory and complied with by the Contractor.
6. The Contractor shall perform its / his obligations under the contract and shall execute the work in the manner as contained in the contract and observe the terms and conditions of the contract. The Owner shall pay to the Contractor the amount due for the work successfully executed as per the agreed schedule and such other sum or sums becomes payable to the Contractor under the Contract.
7. The Contractor hereby agree to pay to the OWNER the amount / amounts payable to the Owner for the services, if any, rendered to the contractor and such other sums as may become payable to the Owner towards losses, damages to the equipment, materials, plant and machinery for the reasons attributable to the contractor under the contract.
8. The Contractor shall not assign or sublet the contract or any part thereof or assign any rights or delete any obligation there under without the prior written approval/consent of the Owner. Any breach of this condition shall entitle the owner to terminate the contract and the contractor shall be solely responsible for any loss or damages arising out of or ensuing from such termination. The owner reserves the right to recover the said losses / damages or charges or expenses incurred on this account in any manner whatsoever from any dues payable to the contractor or available with the owner. The permitted subletting of the work by the contractor shall not establish any contractual relationship between the sub contractor and the owner and shall also nor relieve the contractor of any of its / his obligation under the contract.
9. Arbitration : Except where otherwise provided 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 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 be referred to Chairman & Managing Director, National Fertilizers Limited for appointment of arbitrator.

The Arbitration proceedings 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 SBI 1 Year MCLR applicable to NFL & RFCL on the date of award of contract.

The seat of Arbitration shall be at Delhi.

10. In the event of assignment approved by Owner and occurrence of any loss or injury thereafter and work is not executed as per the satisfaction and specification mentioned in the schedule, the Contractor shall be liable to duly compensate the Owner M/s National Fertilizers Limited in this regard.
11. Jurisdiction: - The Court(s) at Delhi shall have exclusive jurisdictions to try all the disputes arising out of this contract, subject to arbitration clause.
12. The documents such as Notice Inviting Tender (All volumes), Technical specifications, General Terms and Conditions of the contract, Special Terms and Conditions, General and Special Instructions, corrigendum, addendum issued from time to time by the owner in writing, Tender Documents, Letter of acceptance, Work order, Formal agreement, accepted schedule of rates, special specifications if any, and all the documents taken together and as modified from time to time in writing with consent of both the parties shall be deemed to form and construe the part of contract.

In the presence of Witness  
(Signature & Addresses)

Signed & delivered on  
behalf of

1 .....

(Signature)

For M/s \_\_\_\_\_

Name

Name

Address

Address

2 .....

(Signature)

For NATIONAL FERTILIZERS LTD.

Name

Address

Name

Address

## **ANNEXURE VI - Proforma for Contract Agreement (for RFCL)**

### **PROFORMA OF CONTRACT AGREEMENT**

This Contract Agreement ("**Contract Agreement**") for the work OF \_\_\_\_\_ DATED \_\_\_\_\_ 20\_\_\_\_ (Two Thousand \_\_\_\_\_) Between M/s \_\_\_\_\_ under the Indian Companies Act, and having its registered office at \_\_\_\_\_ in the town of \_\_\_\_\_ (hereinafter called the "**Contractor**" which expression shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) as one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, hereinafter called RFCL (which term shall, unless excluded or repugnant to the subject or context including its successors and assignees) as other part.

#### **WHEREAS:**

- A.** RFCL being desirous of having provided and executed certain works mentioned, enumerated or referred to in the Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_ (the "Bidding Document", which expression shall include all amendments and/or modification thereto) to undertake certain works and services as specified under Bidding Document (the "Works").
- B.** The Contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work. The means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his Bid.
- C.** The contractor submitted the highest evaluated bid, for the provisions and the execution of the said work, at the rates stated in the Schedule of Quantities of Works and finally approved by EIL/RFCL (herein after called the "Price Schedule") upon the terms and subject to the conditions of Contract, and was selected by RFCL as the selected Bidder vide the Letter of Award / Fax of Acceptance dated \_\_\_\_\_.
- D.** RFCL is desirous of granting to the Contractor, and the Contractor is desirous of undertaking for RFCL, the Works, on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understanding set forth in this Agreement and other goods and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledge), the Parties with the intent to be legally bound, hereby agree as follows:

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the contractor hereby covenant with RFCL that the Contractor shall and will duly provide, execute and complete the said works referred to in the above documents mentioned and constituting the contract and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there-from or may be reasonably necessary for the completion of the said works at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. RFCL does hereby agree with the Contractor that subject to the Contractor performing, executing and completing the said works in accordance with the Contract, RFCL will pay to the Contractor the respective amounts for the work actually done by him and approved by RFCL at the Schedule of Rates and such other sum payable to the Contractor under provision of the Contract; such payment to be made at such time and in such manner as provided for in the Contract.

3. In consideration of the due provision, execution and completion of the said works, the contractor does hereby agree to pay such sums as may be due to RFCL for the service rendered by RFCL to the contractor, such as power supply, water supply and others as set-forth in the said contract and such other sums as may become payable to RFCL towards the controlled items of consumables materials or towards loss, damage to the equipment, materials, construction plant and machinery of RFCL, such payments to be made at such time and in such manner as is provided in the Contract. It is further agreed that RFCL shall have the right to set off against and it may deduct the amounts receivable from the Contractor from the moneys payable by RFCL to the Contractor for executing and completing the works. It is specifically and distinctly understood and agreed between RFCL and the contractor that the Contractor shall have no right, title or interest in the site made available by RFCL for execution of the works or in the building structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and RFCL shall have an absolute and unfettered right to take full possession of the site and to remove the Contractor, his servants, agents and materials belonging to the Contractor and lying on the site.

The Contractor shall be allowed to enter upon the site for execution of the works only as a licensee simplicitor and shall not have any claim, right, title or interest in the site or the structure erected thereon and RFCL shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock, etc. dug up or excavated from the site shall, unless otherwise expressly agreed under this contract, exclusively belong to the RFCL and the contractor shall have no right to claim over the same and such excavations and materials should be disposed of on account of RFCL according to the instructions in writing issued from time to time by the Engineer-in-Charge.

4. Each of the Parties agrees and undertakes to perform their respective obligations and give effect to the rights and entitlement of the other party, in the manner and subject to the terms, conditions and stipulations mentioned in the Agreement and to otherwise comply with the terms of Agreement.

5. The Parties agree and acknowledge that this contract shall be effective on and from the date of issuance of the Letter of Award / Fax of Acceptance, i.e. on and from \_\_\_\_\_.

6. All the terms and conditions of the letter of acceptance and its enclosures including bidding document and addendum (s) (if any) thereto shall be applicable and binding on the Parties to this Contract Agreement.

7. Capitalized terms utilized herein but not defined shall, unless repugnant to the context thereof, have the meaning ascribed thereto in the Contract.

IN WITNESS whereof the parties have executed these presents in duplicate the day and the year first above written.

SIGNED AND DELIVERED FOR  
AND ON BEHALF OF  
\*CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED FOR  
AND ON BEHALF OF  
RAMAGUNDAM FERTILIZERS &  
CHEMICALS LIMITED

\_\_\_\_\_

—

\_\_\_\_\_

—

DATE : \_\_\_\_\_  
PLACE : \_\_\_\_\_

DATE : \_\_\_\_\_  
PLACE : \_\_\_\_\_

In the presence of Witnesses:

Name: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\* In the case of partnership to be signed by all partners or by one partner holding a General Power of Attorney.



**ANNEXURE VII - Proforma for Extension of Bank Guarantee (for NFL)**

**M/s National Fertilizers Limited  
Scope Complex. Core-III,  
Institutional Area, Lodhi Road,  
New Delhi-110003**

**Extension of validity of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_**

In consideration of M/s National Fertilizers Limited request , we ..... having its Head Office at..... (herein after referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay M/s National Fertilizers Limited on demand any or all monies payable by the ..... to extent of Rs..... (Rupees .....) at any time up to the extended period of ..... (Inclusive) without any demur, reservations contest or protest.

All other terms of the original bank Guarantee No. .... dated ..... shall remain in force till the expiry of its extended validity i.e. up to ..... (inclusive)

Dated ..... day of .....

Signature of the bank

Attorney as per Power of Attorney No.

Date:

**ANNEXURE VIII - Proforma for Extension of Bank Guarantee (for RFCL)**

**M/s Ramagundam Fertilizers and Chemicals Limited  
Scope Complex, Core-III 7,  
Institutional Area, Lodhi Road,  
New Delhi-110003**

**Extension of validity of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_**

In consideration of M/s Ramagundam Fertilizers and Chemicals Limited request , we ..... having its Head Office at..... (herein after referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay M/s Ramagundam Fertilizers and Chemicals Limited on demand any or all monies payable by the ..... to extent of Rs..... (Rupees ..... ) at any time up to the extended period of ..... (Inclusive) without any demur, reservations contest or protest.

All other terms of the original bank Guarantee No. .... dated ..... shall remain in force till the expiry of its extended validity i.e. up to ..... (inclusive)

Dated ..... day of .....

Signature of the bank

Attorney as per Power of Attorney No.

Date: