



Ramagundam Fertilizers and Chemicals Limited

(Joint Venture of NFL, EIL and FCIL)

कार्पोरेट कार्यालय : चतुर्थ तल, विंग ए, कृभको भवन, सेक्टर १, नोएडा - २०१३०१

Corporate Office: 4th Floor, Wing A, KRIBHCO Bhawan, Sector 1,
Noida - 201301

e-TENDER
FOR

**Appointment of Agency to provide the Extended Producer
Responsibility (EPR) Certificates for fulfilling the EPR Obligations of
Ramagudnam Fertilizers and Chemicals Limited for FY 2023-24 under
Plastic Waste Management (PWM) Rules 2016 (as amended)**

e-tender No: RFCL- 55688

Sep- 2023

Ramagundam Fertilizers and Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)

4th Floor, Wing A, Kribhco Bhawan, Noida - 201301

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INSTRUCTIONS TO BIDDER

1. IMPORTANT DATES

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

Tender Stage	Date & Time
Tender Number	RFCL/CO/C&P/PWM/2023/09 Date: 21.09.2023
Tender Title	Appointment of Agency to provide the Extended Producer Responsibility (EPR) Certificates for fulfilling the EPR Obligations of Ramagundam Fertilizers and Chemicals Limited for FY 2023-24
Tender Fees/Cost of Tender : (Tender received without Tender Fee is liable to be rejected)	Tenderer to submit Tender Fees separately Rs 500 (Rs Five Hundred only) including GST in the form of crossed Demand Draft /NEFT/RTGS/Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of Ramagundam Fertilizers and Chemicals Ltd, payable at Noida. Cheque shall not be accepted in any case. (Separate DDs / NEFT/RTGS/ Banker's Cheque for both Tender fee and EMD amounts). In case party is seeking exemption of submission of tender fees under MSMED Act, he is required to submit the required documents showing eligibility.
Earnest Money: (Tender received without EMD is liable to be rejected)	Bidder/Tenderer to submit Earnest Money of Rs 25,000/- (Rs Twenty-Five Thousand Only) in the form of crossed Demand Draft /NEFT/RTGS/ Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of Ramagundam Fertilizers and Chemicals Ltd, payable at Noida. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED Act, they are required to submit the required documents showing eligibility.
Date of Publishing Tender/ Start Tender Download	22.09.2023 at 18:00 hrs.
End Tender Document Download	03.10.2023 at 15:30 hrs.
Due/ last date of submission Bids	03.10.2023 at 16:00 hrs
Techno-commercial Bids Opening	03.10.2023 at 16:30 hrs
Price Bid Opening for techno-commercially qualified bidders	To be informed.
Place of Opening of Bids	RFCL's H.O. Office, NOIDA
RFCL's e-tender website	https://rfcl.abcprocure.com
<u>N.B. Any Queries related to Tender shall be sent before three (03) days of Last date submission date. No queries of Tenderers shall be entertained after that.</u>	



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

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

2. MODE OF TENDERING:

Ramagundam Fertilizers and Chemicals Limited (RFCL) invites tender through e-tendering under **Two-parts bid system** from the prospective bidders for appointment of agency for fulfilling the Extended Producer's Responsibility (EPR) Obligations of RFCL including handover of EPR certificates to meet out EPR Target for FY 2023-24 in accordance with Plastic Waste Management (PWM) Rules 2016 (as amended from time to time).

The NIT will be posted on website <https://rfcl.abcprocure.com>, www.rfcl.co.in from where parties will be able to download the tender documents for participation in the e-tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The offer should be submitted in ENGLISH, duly filled, duly sealed and signed in pdf/excel/.rar format and uploaded in scanned.

3. RFCL has appointed **M/s. e-Procurement Technologies Ltd, Ahmedabad** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.
4. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

a) Ramagundam Fertilizers and Chemicals Limited:

Sh. Sudhir Sharma, Sr. Manager (C&P) Contact No.- 0120-2553-615 e-mail: sudhirsharma@rfcl.co.in	Ms. Mahima Sunaiya Asstt. Manager (C&P) Contact No.- 0120-2553-632 e-mail: mahima@rfcl.co.in
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b) M/s. E-Procurement Technologies,

Approval of Profile & DSC Verification	Help Desk	+91 6353217080 +91 9099090830	info@abcprocure.com dsc@abcprocure.com
e-Tender Submission	Help Desk	+91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566	support@abcprocure.com
e-Auction related Queries	Help Desk	+91 9879996111 +91 9904407997 +91 9510813415	
Office Hours: Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday – Holiday			

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

- (i) Windows 7, 8, 10 professionals

- (ii) A computer system with at least 1 GB RAM and Internet Connectivity.
- (iii) Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
- (iv) Google Chrome Version 42 and above.
- (v) Internet Connectivity with at least 2Mbps speed.
- (vi) Java Run Time Engine (JRE – 1.8.0) or higher.
- (vii) Microsoft Office 2003 with MS Word and MS Excel
- (viii) Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.
- (ix) Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and participating in e-Tenders invited by RFCL.
- (x) For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission **OR** download “Bidder Manual” from <https://rfcl.abcprocure.com> website **OR** contact us.

6. Pre-Requisites for DSC Registration:

- (i) The Vendor becomes a valid Vendor only after the registration of the DSC
- (ii) Vendors need to possess a valid DSC for participating in e-Tendering (class II/III DSC)
- (iii) Vendors need to procure DSC 24 hrs prior to DSC Registration.
- (iv) It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- (v) DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited.
- (vi) Respective DSC Drivers needs to be installed.
- (vii) DSC needs to be physically inserted into the system.
- (viii) DSC should appear in the Browser.
- (ix) DSC of the Vendor will be mapped with their User Id once they Login first time.

7. Pre-Requisites for Login Credentials:

- (i) For Login credentials, bidders need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- (ii) Bidder shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- (iii) Bidders are advised to change the password immediately on receipt from the e-Procurement portal.
- (iv) Bidder shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- (v) For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate.
- (vi) Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only.
- (vii) If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator info@abcprocure.com , dsc@abcprocure.com , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

- 8.** All the bidders participating in the e-tender have to abide by the process involved in the entire workflow of the e-tender.



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9. RFCL is not responsible for any mistake made by the bidder at the time of bidding process. In case any bidder submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such bidder shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
10. It is mandatory for the bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, vendors will have to use a Class II/III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. Guidelines as indicated in <https://rfcl.abcprocure.com> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.
11. Bidder is required to carefully read the terms & conditions of the tender. The terms & conditions of tender shall be read in conjunction with any amendment(s), if any, issued thereof.
12. Bidder should seek clarifications / get clarified all their doubts and other points related to tender before submitting the tender document duly signed by the authorized person.
13. No assumption, stipulation, deviations from terms and conditions of the tender or presumptions, etc. shall be made by bidder while submitting the bid.
14. The tender document should be digitally signed by tenderer as a token of their acceptance of the terms & conditions and should be uploaded, along with documents as mentioned in this tender document, in Techno-commercial format. The same shall be duly signed by the tenderer or their authorized representative and uploaded. Bidders may note that conditional offers shall not be entertained.
15. Submission of Earnest Money Deposit (EMD)
 - i.) Bidder is required to submit EMD of Rs. 25000/- in the form of crossed Demand Draft or Banker's Cheque issued by any Scheduled Bank except Rural and Co-operative Bank in favour of Ramagundam Fertilizers and Chemicals Limited payable at Corporate Office, Noida. Submission of EMD through Cheque shall not be accepted in any case. Details of DD No. / Bankers' check no. & date, amount, banker name etc. have to be submitted in relevant field/column of Annexure.
 - ii.) If the bidder is making electronic payment i.e, through RTGS / NEFT for submission of EMD then details / receipt of such payment should immediately be forwarded to sudhirsharma@rfcl.co.in within 24 hours of remittance.

Online mode. Under this option, charges if any, shall be borne by the bidder. RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Name of Bank : STATE BANK OF INDIA
Commercial Branch, 6th Floor, 61, IFCI Tower, Nehru Place, New Delhi - 110 019
Branch code : 04298
IFSC No. : SBIN0004298
Cash Credit Account : 40306767010
 - iii.) In case the bidder is seeking exemption of EMD under MSMED Act, the bidder is required to submit the required documents showing eligibility.
 - iv.) RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
 - v.) Earnest Money shall be forfeited at the sole discretion of RFCL in case the bidder, after intimation from RFCL of the acceptance of his tender, either wholly or in part fails to enter into a contract with RFCL and/or changes any of price and terms and conditions of the tender within the validity period.
 - vi.) No interest will be paid on the EMD which will be released after award of Purchase order.

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16. The bidder who is registered with NSIC under its Single point Registration Scheme will be considered for granting the exemption from submission of EMD subjected to similar nature of services appearing in the NSIC Certificate in the form of broad description.
17. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
18. The bids not accompanied with the requisite Earnest Money shall not be opened.
19. Whenever the bidder is silent about the acceptance of terms & conditions of tender such as bank guarantee, Price Reduction Schedule (PRS) etc, it shall be presumed that the bidder has accepted the same in toto.
20. Owner reserves the right to reject the bid without assigning any reasons whatsoever, even after award of Purchase order to bidder.
21. Owner reserves the right to postpone the tender opening date and/or time and will intimate well in time, of such decision along with notice of revised opening date & time. In case, due to some unforeseen circumstances, the date of opening of the bid happens to be a holiday/closed day, the bid will be opened on the next working day.

22. **Submission of Bids**

The tenders will be opened electronically by RFCL at Head Office, New Delhi. The submission of bids in Two Parts Bid System (separate Techno-commercial (Part -1) bid and Price Bid (Part-2)) may however be done by vendors from their office or from place of their choice within the scheduled due date and time. Tenderers must note that techno-commercial part bid of their offer should not contain any Price part complying two parts bid system.

23. **Opening of Price bids**

Price bids of all those bidders who are found to be techno-commercially acceptable, shall be opened on later date as notified by RFCL.

24. The rates quoted by the bidder shall be firm and inclusive of all other miscellaneous/ incidental expenditures for fulfilling EPR obligations of RFCL. Price bid evaluation shall be carried out based on total price considering all together including taxes & duties.
25. The rates should be quoted by the bidder for the complete Scope of Work. The rates should be quoted both in words as well as figures. In case of any discrepancy, the rates quoted in words shall be treated as final.
26. The rates quoted by bidder shall be valid for 120 days from the date of opening of price bid. Any corrections made in the prices shall be authenticated with signatures at all places.
27. RFCL reserves the right to reject or accept any tender without giving any reason.
28. System failures and remedial measures thereof/course of action to be followed:

1.	Bid is prepared and released but bidders are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Unpriced techno-commercial bids have been opened but price bids can not be opened.	Under such eventuality, price bids opening shall be rescheduled and the new schedule shall be informed to all the techno-commercially acceptable bidders who have participated in the tender & submitted their bids online.

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

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30. While submitting the bid, bidder may ensure that tender document has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of order placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
31. RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement, or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original Notice Inviting Tender.
32. However, RFCL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy
33. RFCL reserves the right to verify all statements, information and documents submitted by the bidder along with his/her tender and the bidder shall, when so required by RFCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RFCL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RFCL thereunder.
34. This letter / Instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
35. After award of Work Order, the successful bidder shall provide the requisite details of their Account No., Name & Branch code of Bank, Acceptance/request for release of payment by ECS/EFT, along with their Bank mandate form & cancelled cheque within 7 days of issue of Letter of Intent (LOI).
36. GST Number of Ramagundam Fertilizers and Chemicals Limited, Noida

Corporate office	GST NO.
RFCL Noida	09AAHCR2335P1ZV

37. The offers submitted by MSE, shall be considered in Accordance with Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, RFCL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. Few Highlights of the benefits proposed to MSMEs are as under:
 - *There is an exemption from payment of earnest money to registered MSEs (Applicable only for Manufacturers and not to dealers).*
 - *MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 20% of tendered value at L-1 subject to lowering of price by MSEs to L-1.*

Thanking You,

For & On Behalf of
Ramagundam Fertilizers and Chemicals Limited

(Mahima Sunaiya)
Asstt. Manager (C&P)

ANNEXURE-I

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Submission of bid by bidder:

The bidder shall submit its bid for fulfilling its obligations but not limited to as defined under Scope of Work as per Annexure-III and other obligations elsewhere stipulated in NIT.

2. TECHNO-COMMERCIAL BID (part-1)

The bidder shall furnish the following information along with its bid:

- Duly notarized copy of Power of Attorney authorizing person to sign the tender document on behalf of company.
- One copy of this tender document duly signed on each page as token of acceptance of Scope of work as per Annexure-III and all terms & conditions therein.
- Plastic waste processor shall submit copy of registration certificate issued by State Pollution Control Board / Central Pollution Control Board.
- Plastic waste agency shall submit supporting documents which confirm that they have been in this business and executed EPR obligations on behalf of brand owner in the past five years counted from date on which NIT is issued.
- Bidder's Details as per Annexure-V of this NIT.
- Self-declaration on its letter head for the following:
 - Bidder must not be **black listed** by any government department/public sector undertaking/co-operative Unit.
 - Bidder must not be **delisted / on Negative List** by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.
 - Bidder must not be on the **Holiday list** of RFCL.

3. Bidder shall submit requisite documents along with bid to fulfill the technical requirements as well as commercial requirements as stipulated below:

3.1 Bidder's Technical Requirements

S.No.	Technical Requirement	Documents required
1.	<p>The bidder should be Plastic Waste Agency / Plastic Waste Processor in the business of collection and disposal/recycling of Plastic Waste for at least 05 (five) years.</p> <p>N.B: The last 5 Years shall be counted from the last day of proceeding month in which tender has been issued.</p>	<ol style="list-style-type: none"> Copy of self attested certificate of company incorporation; Copy of GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate whichever is applicable; For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest); For partnership firms –Affidavit in originals duly notarized, confirming

		the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted.
2.	<p>(i) The bidder should have completed at least one purchase order / work Order of Extended Producer Responsibility (EPR) function for collection, disposal/ recycling the Plastic Waste for at least one entity defined as Brand Owner (Category II Flexible multilayer plastic) under PWM Rules 2016 (as amended) for minimum 800 MT of Plastic Waste in a year;</p> <p>Entity should be engaged in manufacturing of fertilizer/cement/ petrochemical in India.</p> <p>(ii) The bidder should have executed EPR function of collection, disposal/recycling the Plastic Waste for at least one Brand Owner (Category II Flexible multilayer plastic) as defined under PWM Rules 2016 (as amended up to date) for minimum 75 MT of Plastic Waste quantity in any three consecutive months.</p>	<p>(i) Bidder shall submit the self-certified copy of Purchase Order/ Work Order.</p> <p>(ii) Bidder shall submit the copy of completion certificate from the entity.</p> <p>(iii) The bidder shall submit the copy of EPR certificates issued by plastic waste processor in the name of entity.</p>

3.2 Bidder's Commercial Requirement

S.No.	Commercial Requirements	Documents required.
1.	<p>The Average Annual financial turnover shall not be less than Rs. 5.30 Lakhs in at least one of the three preceding financial years up to 31.03.2023.</p> <p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be 	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years.</p> <p>(For 2020-21, 2021-22 & 2022-23)</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>

	<p>submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.</p> <ul style="list-style-type: none"> In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. 	
2.	<p>The net worth of the company should be positive as on 31.03.2023.</p>	<p>A Copy of *Audited Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>
3.	<p>Bidder should have minimum working capital of <u>Rs 1.75 Lakhs</u> as per Audited Financial result of FY 2022-23.</p> <p>"Working capital should be current assets minus current liabilities.</p>	<p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized line of credit for at least of Rs 1.75 Lakhs.</p> <p>Or,</p> <p>Copy of audited balance sheet for the financial year ending 31.03.2023 should be submitted.</p>

4. TENTATIVE WORK PLAN

The bidder shall submit an Activity Chart along with brief description of the complete work including major mile stones and likely completion time.

5. AWARD OF CONTRACT

Notification for Award of Contract in the form of Letter of Intent (LOI) will be sent by letter/ fax/email to successful bidder by the Owner. The successful bidder on receipt of LOI shall give his unconditional acceptance of LOI immediately by return post/fax/email.

Award of Contract is at the sole and absolute discretion of Owner, which shall not be disputed. Based on this tender and amendments / addendum, LOI will be issued to successful bidder.

After unconditional acceptance of LOI by successful bidder, purchase order order will be released and termed as Contract. The terms and conditions embodied in the purchase Order shall be final and shall supersede any other term and condition that might have been indicated in the tender submitted by the bidder.

6. PRICE TO BE FIRM

Price/rates quoted by the bidder shall remain firm till the execution of the CONTRACT. No escalation on the quoted rates shall be allowed till the completion of work.

No enhancement of rates (except statutory levies) will be allowed once the quotation is accepted and purchase order is placed.

The quoted prices shall remain firm (except statutory levies) during the Contract Period. In case, rate of existing statutory levies is increased/decreased or new levies during the contract validity period are imposed by Govt. in addition to existing levies/ in lieu of existing levies, the same shall be payable as applicable.

7. DURATION OF CONTRACT

The bidder shall complete the Scope of Work as per ANNEXURE-III of NIT and provide the EPR certificates issued by Plastic Waste Processor(s) in the name of RFCL for EPR target as per Annexure-VI for FY2023-24 not later than 31.03.2024. The contract will come into effect from the date of award of LOA.

The contract shall remain valid upto 30.04.2023 to provide EPR certificates in name of RFCL for EPR target for FY 2023-24. The contract may be extended for one more year on the same terms and conditions with mutual consent basis.

8. TERMS OF PAYMENT:

The Agency may submit Invoice alongwith documents as mentioned below for fulfilment of EPR obligations in part / full as stipulated in contract:

- a. EPR Certificate duly signed and issued by the Plastic Waste Processor in the name of RFCL shall include the following:
 - i. Quantity of Plastic waste processed.
 - ii. Type of Plastic waste processed.
 - iii. Date of issue & period for which plastic waste has been processed.
 - iv. State for which plastic waste has been processed.
- b. Payments shall be processed and released within 30 days from the date of receipt of invoice complete in all respect.

9. Price Reduction Schedule (PRS):

- i. The time period for completion of the work as specified under Section 6 above shall be essence of the contract and no variation shall be permitted except with prior authorization in writing from the Owner.
- ii. In case of delay in completing the EPR target as per Annexure-VI of NIT for FY2023-24 beyond 30.04.2024, the bidder shall be liable for price reduction schedule (PRS) @ 1% of delayed order value / undelivered order value for every week of delay or part thereof limited to maximum of 10% of total order value which shall be deducted from the Invoice while releasing the payment.

However, delayed order value / undelivered order value means the total order value of undelivered EPR certificates for which there is delay and delay is solely attributable to bidder.

10. The EPR obligations during the period of contract will be completed by Agency with due diligence and in accordance with terms & conditions of Contract.
11. If required, agency will complete the balance EPR obligations of Owner for FY2021-22 and FY2022-23.

12. CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

The bidder as emerged out the lowest bidder or successful bidder after evaluation of price bids shall submit CPBG for 10% of contract value as per format attached at Annexure-VII within 30 days from the date of issue of Letter of Intent (LOI).

13. If visit of RFCL Ramagundam Plant is required, boarding & lodging will be provided by Owner free of cost at RFCL Site.
14. In case, agency visits the State Pollution Control Board at Hyderabad in relation to Scope of Work, agency will bear the cost.

15. CONTRACT

The successful bidder shall be required to execute a CONTRACT with the OWNER within 15 (fifteen) days of the receipt of the Letter of Intent (LOI). The CONTRACT as per Section 2 of GCC (Annexure- II) to be executed will be on a non-judicial stamp paper of appropriate value. The stamp paper shall be arranged by Agency.

16. PAYMENT MODE

Payment shall be released by ECS (Electronic Clearing System) or EFT (Electronic Fund Transfer).

17. MSMED Declaration

- (i) The offers submitted by MSE, shall be considered in accordance with the Public Procurement Policy for MSEs of March 2012. The bidder claiming benefits under MSEs policy must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSMEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned.
- (ii) The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.
- (iii) In accordance with Chapter-V of the MSMED Act, 2006, payment will be made to MSE bidder within payment timeline as per Section 3 above. The period for payment will not exceed forty-five days after registration of RFCL on CPCB portal. For delays in payment, Owner shall be liable to pay compound interest to the Consultant on the delayed amount at three times of the bank rate notified by the Reserve Bank.

ANNEXURE - II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In the Contract, capitalised words and expression defined by way of inclusion in “parenthesis” shall have the meaning so ascribed thereto. Further, in the Contract, unless repugnant to the context thereof, the following words and expressions used in these General Conditions of Contract and elsewhere in the Contract, shall have the meanings assigned to them hereunder:

“**Applicable Laws**” means all laws in force and effect, including Tax laws but excluding direct Tax laws (which includes income tax, corporate tax, profession tax and wealth tax), as of the Base Date and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract from time to time.

“**Agency**” means successful bidder whom Letter of Intent is awarded on the lowest bidder basis based on price bid evaluation and who is engaged in plastic waste or plastic waste recycling;

“**Arbitration Act**” means the (Indian) Arbitration and Conciliation Act, 1996.

“**Authority**” means the Government of India, any State Government or any local authority or any department, instrumentality, or agency thereof or any corporation, legislative, judicial or administrative capacity, commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.

“**Bid**” means the Consultant’s signed offer for the Works and all other documents submitted along with the Bidding Document.

“**Bidding Documents**” mean the Notice Inviting Bids/ e-tender, the instruction to bidders (including annexures), the General Conditions of Contract, the Special Purchase Conditions, the Scope of Work and all other reports and documents including amendments, if any, provided to the Consultant by RFCL.

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday excluding any public holiday in the state of Uttar Pradesh whereas each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday in the state of Telangana as stated in the Official Gazette;

“**Clause**” means a clause of this Contract;

“**Completion of Contract**” means the successful registration of RFCL with the Central Pollution Control Board for plastic waste management in accordance with Plastic Waste Management (Amendment) Rules 2022 and amendments thereof time to time;

“**Completion Time**” means the period specified in the Contract or the Special Purchase Conditions for Completion of the services, calculated from the date of LOA/WO/FOA;

“**Contract**” means the agreement between RFCL and the Consultant for execution of the purchase order including annexures, General Purchase Conditions, Special Purchase Conditions, the other Bidding Documents, and any amendment thereto made in accordance with the provisions hereof;

“**Consultant**” means the party who will be awarded the work of providing the consultancy services for registration of RFCL with the Central Pollution Control Board for plastic waste management;

“**Contract Performance Bank Guarantee (CPBG)**” means a duly executed, irrevocable and unconditional on demand bank guarantee that is to be procured and maintained by the Consultant to secure the due and proper performance of the Contract.

“Contract Value” means the consultancy fee as quoted by the Consultant in Price Bid.

“Brand owner” means a person or company who sells any commodity under a registered brand label

“Facility” means the premises used for collection, Storage, recycling, processing, and disposal of plastic waste

“Letter of Acceptance / Fax of Acceptance” or **“LOA”** or **“FOA”** means the Letter of Acceptance / Fax of Acceptance issued by RFCL to the successful bidder, awarding the Works to the successful bidder;

“Owner” means RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), a company incorporated under the Companies Act, 2013 with its Corporate office at 4th Floor, Wing A, KRIBHCO Bhawan, Sector 1, Noida-201301;

“PCC” means Pollution Control Committee;

“Plastic” means material which contains as an essential ingredient a high polymer such as polyethylene terephthalate, high density polyethylene, Vinyl, low density polyethylene, polypropylene, polystyrene resins, multi-materials like acrylonitrile butadiene styrene, polyphenylene oxide, polycarbonate, Polybutylene terephthalate;

“Plastic waste” means any flexible plastic packaging of Category-II (as per PWM Rules 2016 and as amended) discarded after use or after their intended use is over;

“Plastic Waste Processors” means recyclers and other waste processors engaged in recycling, waste to energy, waste to oil and industrial composting;

“Pre-consumer plastic packaging waste” means plastic packaging waste generated in the form of reject or discard at the stage of manufacturing of plastic packaging and plastic packaging waste generated during the packaging of product including reject, discard, before the plastic packaging reaches the end-use consumer of the product”

“Post-consumer plastic packaging waste” means plastic packaging waste generated by the end-use consumer after the intended use of packaging is completed and is no longer being used for its intended purpose”

“Registration” means registration with the State Pollution Control Board or Pollution Control Committee concerned, as the case may be;

“Recycling” means the process of transforming segregated plastic waste into a new product or raw material for producing new products;

“Site” means RFCL Ramagundam Unit located in Peddapally, Telanagana;

“SPCB” means State Pollution Control Board;

“Successful bidder” means bidder who emerges out the lowest bidder after price bids evaluation;

“Taxes” means all taxes, duties, imposts, levies and charges pursuant to any law (whether currently in force or coming into force on or after the date of base date as defined above), including any interest, surcharge, penalty or fine in connection therewith;

“Waste pickers” mean individuals or agencies, groups of individuals voluntarily engaged or authorised for picking of recyclable plastic waste

“Works” means as defined under Scope of Work as per Annexure-III.

2. CONTRACT

Documents forming the Contract are to be taken as mutually explanatory of one another and the order of precedence of the documents shall be as follows:

- i. Purchase Order along with its Annexures

- ii. Scope of Work (Annexure -III)
- iii. Statewise EPR Target (Annexure-VI)
- iv. Special Purchase Conditions (Annexure – III)
- v. Instructions to Bidder
- vi. General Conditions of Contract (Annexure – II)
- vii. Other documents

3. CONFIRMATION OF ORDER

The Agency shall acknowledge the receipt of the Letter of Intent (LOI) within seven days following the date of the LOI and shall there by confirm his acceptance of the LOA without any exceptions. This acknowledgment / acceptance will be binding on the LOI and respective commercial documents including General Conditions of Contract (GCC).

4. DELIVERY DATES

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract/agreement and no variation shall be permitted except with prior authorization in writing from the Owner. Extended Producer Responsibility (EPR) Certificates for recycled plastic waste should be delivered within the time specified for delivery i.e. Contractual Delivery Date (CDD) in the Purchase Order. The Purchaser reserves the right to defer the period of delivery in writing and the Seller would have to comply with the same.

Delivery shall be deemed to have been made upon receipt of EPR certificates by Owner from the agency. The date of receipt of EPR certificates by Owner shall be considered as date of delivery

5. DELAYED DELIVERY

5.1 The time and date of delivery of EPR Certificates as stipulated in the Purchase Order shall be deemed to be the essence of the contract/agreement. Unless stipulated otherwise in the Purchase Order for any delay in delivery of EPR Certificates or part thereof beyond the delivery date stipulated, the Owner may accept delayed delivery at prices reduced by a sum equivalent to one percent (1%) of the Total Order Value (TOV) for every week of delay or part thereof, limited to a maximum of Ten percent (10%) of the Total Order Value (TOV).

5.2 The invoice shall be raised after equivalent reduction in the Invoice value before presenting to Owner for payment. The acceptance of delayed delivery is without prejudice to Owner's right of cancelling the purchase order wholly or in part for any delay exceeding the period of maximum price reduction and the Agency shall be liable for all consequences thereof.

5.3 In the event of the invoice value is not reduced proportionately for the delay, the Owner may deduct the amount so payable by Agency, from any amount falling due to the Agency or by recovery against the Performance Guarantee.

Both Agency and Owner agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which Owner would have suffered on account of delay/breach on the part of the Agency and the said amount will be payable on demand without there being any proof of actual loss or damage caused by such breach / delay. A decision of the Owner in the matter of applicability of price reduction shall be final and binding. In case of delay in delivery of the EPR Certificates against EPR Target, the Owner has the right to cancel the order in part or full and purchase/execute such cancelled quantities/work from elsewhere on account and at the risk & cost of the Agency, without prejudice to its right under clause no. 5.1.

6. DELAYS DUE TO FORCE MAJEURE

- 6.1** In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Owner on receipt of application from the Agency without imposition of price reduction. Only the following shall be considered as force majeure:
- a) act of terrorism;
Duration of such activity if more than 7 (seven) days, and which affect an essential portion of the works, only then considered as force majeure.
 - b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, insurrection of military or usurped power;
Duration of such activity if more than 7 (seven) days, and which affect an essential portion of the works, only then considered as force majeure.
 - c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - d) pandemics, epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
 - e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed;
Duration of such activity if more than 7 (seven) days, and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or the contract.
- 6.2** For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- 6.3** Where there is an event of Force Majeure, the party suffering from Force Majeure ("Affected Party") must notify the other Party in writing by registered letter, preferably along with Authenticated Documents (certified / issued by statutory authorities). The said registered letter should be sent as soon as possible and in any event within Ten (10) calendar days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract, but in no case later than 10 (ten) calendar days of the occurrence and cessation of such Force Majeure condition as defined above. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure. The Authorized Party shall arrange and provide the Authenticated Documents as soon as possible and the Authenticated Documents shall be the determining factor for Force Majeure.
- 6.4** The extension of time shall be the sole remedy of the Owner for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Agency hereby waives and disclaims any and all contrary rights including any escalation in price and escalation in taxes, duties, statutory levies.
- 6.5** In case force majeure conditions persists for period exceeding 01 (One) Month, the Owner reserves the right to cancel the Purchase order or part of it.



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6.6 In the event of any force majeure cause, the Agency or Owner shall not be liable for delays in performing their obligation under this order.

6.7 On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which force majeure condition continued and will also give documentary evidence thereof this effect.

7. CONTRACT PRICE

Unless otherwise agreed to in the terms of the Purchase Order, the price shall be:

- a) Firm and not subject to escalation for any reasons whatsoever till the execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b) All the taxes and levies payable in India whether under Central, State or Local Laws applicable in India will be paid by Owner. In case, any interest / penalty levied by the statutory authority due to delay / default on the part of the Agency shall be borne by them.

8. TERMS OF PAYMENT

8.1 Payment terms methods / types shall be as specified in the LOI/Purchase Order/ Enquiry Documents.

8.2 The Agency's request(s) for payment shall be made to the Owner in writing accompanied by an invoice describing, as appropriate, the EPR Certificates delivered and services performed and upon fulfilment of other obligations stipulated in the purchase order / contract.

8.3 Wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against delivery of EPR certificates on receipt of Invoice.

8.4 Payment to Agency shall be released through Electronic Clearing System (ECS) within 30 days or such other period as maybe specified in the Purchase Order, of receipt of invoice and all requisite documents, complete in all respects.

8.5 No interest charges for delay in payments, if any, shall be payable by the Owner.

9. RECOVERY OF SUMS DUE

Whenever any claim against the Agency including for payment of sum of money arises under this contract, the Owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Agency under this contract with the Owner including right to encash the CPBG. In the event of encashment of CPBG, the same shall be re-stored to its original amount by the Agency and should this sum be not sufficient to cover the recoverable amount, the Agency shall pay to the Owner on demand the balance remaining due.

10. CHANGES

Owner has the option at any time to make changes in quantities ordered during the contract period. Agency shall execute the change only after receipt of written confirmation.

11. CANCELLATION

11.1 CANCELLATION FOR DEFAULT

Owner reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the Purchase Order wholly or in part by a written notice of 10 days to the Agency if:

- a) The Agency fails to comply with the terms of the Purchase Order.

- b) The Agency fails to adhere to delivery schedule for fulfilment of EPR obligations and fails to deliver the EPR certificates within delivery schedule.
 - c) A receiver is appointed for any of the property owned by the Agency.
 - d) in case of fraud/negligence/misconduct on the part of the Agency.
- 11.2** Upon receipt of the said cancellation notice, the Agency shall immediately discontinue all work on the Purchase Order and matters connected with it.
- 11.3** Owner in that event will be entitled to procure the EPR Certificates from the open market on the risk & cost of the Agency and recover excess payment over the Agency's agreed price, if any, from the Agency reserving to itself the right to forfeit the /Contract Performance Bank Guarantee (CPBG), if any.
- 11.4** In case of Termination of contract herein set forth (under clause no. 10.1) except under condition of Force Majeure and termination after expiry of contract, the Agency shall be put on holiday/blacklist/negative list of Owner.
- 11.5 CANCELLATION FOR INSOLVENCY**
- The Owner may at any time, terminate the contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
- 11.6 CANCELLATION FOR CONVENIENCE**
- The Owner may by a prior written notice of 30 days sent to the Agency, cancel the CONTRACT, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the Owner's convenience, the extent to which performance of work under the CONTRACT is cancelled and the date upon which such cancellation becomes effective.
- The provisions mentioned herein shall not prejudice the right of the Owner from invoking the provisions of clause 'Delayed Delivery' as aforesaid.
- 12. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)**
- 12.1** Within 30 days from the date of issue of Purchase order, the Agency shall furnish Contracts cum performance guarantee in the form of Bank Guarantee as per the Owner's proforma for an amount equivalent to 10% of the total order value.
- 12.2** The proceeds of the CPBG shall be appropriated by the Owner as compensation for any loss resulting from the Agency's failure to complete his obligations under the Contract without prejudice to any of the rights or remedies the Owner may be entitled to as per terms and conditions of CONTRACT.
- 12.3** This CPBG shall also govern the successful delivery of EPR Certificates upon fulfilment of Owner's EPR targets and performance of services during the entire period of Contract.
- 12.4** The CPBG shall be denominated in the currency of the CONTRACT.
- 12.5** The Contracts cum Performance Guarantee shall be valid for the duration of 3 (Three) months beyond the expiry of contract period. The Bank Guarantee will be discharged by Purchaser not later than 3 (Three) months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT
- 12.6** Bank Guarantee(s) shall be issued through Indian Scheduled bank (other than Co-operative Banks) / Indian branches of foreign banks registered with Reserve Bank of India as a scheduled foreign bank.



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12.7 It will be the responsibility of the Agency to keep the Bank Guarantee fully subscribed and valid and in full force.

13. NON-WAIVER

Failure of the Owner / Coordinators/ Managers to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Agency in the event of breach, or the acceptance of or payment of any EPR Certificates hereunder shall not release the Agency and shall not be deemed a waiver of any right of the Owner / Coordinators/Managers to insist upon the strict performance thereof or any of his or their rights or remedies as to any such EPR Certificates regardless of when EPR Certificates are delivered, received or accepted nor shall any purported oral modification or revisions of the order by Owner/ Coordinators/Managers act as waiver of the terms hereof. Any waiver to be effective must be in writing by Owner.

14. NON-ASSIGNMENT

The Agency without obtaining prior written consent of the Owner shall not assign, sublet or transfer the purchase order /contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any other vendor/ agency. Nevertheless, any such consent shall not relieve the Agency from any obligation, duty responsibility under the purchase order/contract.

15. AGENCY'S LIABILITIES

The Agency's workmen or employees shall under no circumstances be deemed to be in Purchaser's employment. The Agency shall also be responsible for compliance of existing laws in respect of their workmen and employees. The Agency shall hold himself responsible for any claims which may arise in respect of employees including any claim which the employees or their heirs, dependents or personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out of the work covered by this Purchase Order, whether arising on Owner's premises or elsewhere and agrees to Indemnify the Owner against any such claim or claims if made against the Owner and all cost (as between attorney and client) of proceedings, suits or action which the Owner may incur or sustain in respect of the same. The Agency shall also procure and keep in force at his own cost comprehensive automobile Liability insurance for adequate coverage in respect of all his vehicle/s visiting or plying in project premises.

16. ARBITRATION

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

16.2 Upon failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated through Arbitration under / in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the state of Telangana and the State of Andhra Pradesh Rules,2015" as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian Laws, same shall be governed by Arbitration & Conciliation Act 1996, as amended, or modified or re-enacted, from time to time.

- 16.3** The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3 Crore, otherwise number or Arbitrator shall be one (1) i.e. (Sole) Arbitrator. The language of Arbitration shall be English.
- 16.4** The Governing Law Shall be Laws of India and dispute(s) shall be adjudicated as per Indian Laws.
- 16.5** For the convenience of parties, the Seat of the Arbitration Shall be Delhi.
- 16.6** It is also agreed by and between the parties that in case a reference is made to the Sole Arbitrator / Arbitral Tribunal Delhi for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract."

17. JURISDICTION

The Agency hereby agrees that the Court situated at New Delhi alone shall have the jurisdiction to hear and determine all action and proceedings arising out of this contract.

18. LIMITATION TO LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of each Party, excluding his liability towards infringement of patent, trade mark or industrial design rights, breach of Confidentiality, Anti-Bribery, Corruption and Conflicts of Interest, under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

19. INDEMNITY

The Agency hereby agrees to indemnify the Owner and its respective officers, representatives and agents against any loss or expenses sustained or incurred by them as a result of: (a) failure by the Agency to comply with the provisions of the Purchase Order/this agreement or the general conditions and applicable laws; and / or (b) failure by the Agency to comply with its representations and warranties or if such warranties are found to be incorrect, untrue or misleading; and / or (c) negligence/fraud or default on the part of the Agency and / or (d) Supply of misleading/incorrect information; and / or (e) any delay in payment of any sums payable or reimbursable by the Owner; and / or (f) failure to deliver the EPR Certificates as per timelines stipulated in the Purchase Order or herein.

20. ACCOUNTS, CALCULATIONS AND EVIDENCE OF DEBT

- a) The accounts maintained by the Owner in accordance with the usual practice, are prima facie evidence of the matters to which they relate including the amounts owed by the Owner to the Agency.
- b) In any legal action or proceedings out of or in connection with this agreement/Purchase Order, the entries made in the accounts maintained by the Owner shall be prima facie evidence of the existence and amount owed to the Agency.

21. WARRANTIES OF THE AGENCY

The Agency makes the following representations and warranties to the Owner, each of which is true and correct during the term of the Contract:

- (a) it has been duly established under the laws of India and is validly existing under those laws;
- (b) it has power to enter into the Contract and comply with its obligations under it;

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- (c) the Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- (d) it has in full force and effect the authorisations necessary for it to enter into the Contract and the transactions under it;
- (e) its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms of the Contract;
- (f) it is not in breach of any applicable law or obligation affecting it or its assets in a way which may result in a material adverse effect on its business or its financial condition;
- (g) there is no pending or threatened proceeding affecting the Agency or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Agency to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Agency;
- (h) there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (i) it has the necessary skills and experience to perform the Contract; and
- (j) it will perform its obligations under the Contract and conduct its business with a high level of integrity and will not engage in any corrupt or fraudulent practices.

22. Amendment

Any amendment, variation and/or modification to the contract will be effective only if such amendment is made in writing and has been executed by each of the parties.



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ANNEXURE III

SCOPE OF WORK

The Producer Responsibility Organization (PRO)/Agency shall fulfill the Extended Producer Responsibility (EPR) obligation on behalf of RFCL being Brand Owner under PWM 2016 (as amended from time to time) in accordance with Scope of Work.

Scope of Work shall include but not limited to following:

1. The bidder shall provide end to end support to RFCL for collection, segregation, storage, transportation of plastic waste to re-cycling/co-processing facilities / disposal facilities for recycle/disposal. (Specification and Grade of RFCL's HDPE Bag placed at Sl. 28)
2. Bidder shall ensure that no damage is caused to the environment during this process.
3. The bidder shall establish a mechanism for collection of plastic waste through proper channel like waste pickers, waste aggregators, scrap dealers, commercial establishments etc or any other method acceptable to CPCB/SPCB and transportation of plastic waste to recycle facilities vehicles having adequate capacity.
4. The bidder shall ensure collection and recycling of 1474.835 MT (+10% deviation is allowed) of pre-consumer and post-consumer Plastic Waste within the stipulated timelines of 31.03.2024 as per EPR target for FY2023-24.
5. Bidder shall ensure that plastic waste is sent to Plastic Waste Processor registered with SPCB/PCCs or to cement industries having permission from concerned SPCBS/PCCs for co-processing of plastic waste.
6. Bidder shall ensure sustainable waste disposal and in compliance with statutory regulations for environmental protection.
7. Bidder shall ensure to provide EPR certificates to Owner for the quantity collected and recycled by plastic waste processor in respective states as per EPR target (Annexure-VI). Plastic waste processors who are registered with CPCB under Plastic Waste Management Rules, 2016, as amended, can provide certificates.
8. The certificate provided by only registered plastic waste processors shall be considered for fulfilment of Extended Producer Responsibility obligations by Owner. The EPR certificate for plastic waste collected and recycled shall be in the name of Owner.
9. Fulfilment of EPR requirements, responsibilities, and obligations of Owner in accordance with PWM Rules 2016 (as amended).
10. Bidder's obligation is not limited to collection, segregation, recycling/disposal and up to filing but to provide EPR Consultancy to Owner as per requirements to fulfil its responsibilities and obligations as stipulated under PWM Rules 2016 (as amended).
11. Bidder shall prepare an auditable chain for end-to-end disposal of energy recoverable & recyclable waste which must be entirely traceable.
12. The bidder shall maintain proper records viz. accounts, vouchers, invoices, tax etc. related to plastic waste collected & recycled for Owner and procured/arranged EPR certificates/credits which should be made available for inspection/audit by Owner or its appointed auditor.

13. Bidder shall handover EPR certificates stating quantum of state-wise plastic waste for collection and recycling of 1474.835 tons and more for recyclables as per the requirements on monthly/quarterly basis or as required.
14. Bidder shall prepare and submit monthly/quarterly/half-yearly progress report as applicable on plastic waste management for every state or union territory in its EPR Action plan to the concerned State Pollution Control Board/Pollution Control Committee.

Further, the bidder shall provide documentary proof from the respective processing facilities to demonstrate that the quantity and the type of Plastic Waste according to the EPR target have been treated. They also provide the supporting papers as evidence of state-by-state collection of waste as per the EPR target. The monthly/quarterly/half-yearly progress report as applicable has to be submitted within 15 days after the end of the relevant period.
15. Bidder shall ensure movement of plastic waste as per manifest system prescribed by CPCB/concerned PCBs.
16. In case of transportation of plastic waste through a state other than the State of origin or destination, intimation to the concerned State Pollution Boards to be made (if intimation applicable).
17. Providing MIS reports on the Plastic quantities collected/recycled to RFCL every month as per the format provided by RFCL and also prepare quarterly and half yearly progress report (or as required) to be submitted to statutory authorities including SPCBs/CPCB as per the prescribed format mentioned in Standard Operating Procedure (SOP) issued in March 2021 (as amended from time to time).
18. Bidder needs to make an agreement with Owner according to SOP (Annexure IX) issued by CPCB in the month of March 2021 (as amended from time to time).
19. Complete responsibility for submitting periodic returns to Govt. authorities as per EPR obligations, copy of which will be submitted to Owner.
20. Bidder shall be responsible for proper settlement/reply of any query related to recycling of plastic done on behalf of RFCL to Govt. authorities. The certificates submitted to RFCL must have traceability to actual quantity of post-consumer waste pick up done for RFCL. Bidder will comply all the guidelines issued from time to time by CPCB, State/UT PCBs.
21. Bidder shall only upon having received the prior written instructions from the representatives of the RFCL, represent RFCL amongst Central Government Agencies Such as Central Pollution Control Board (CPCB) or any other Government Authority as and when required with minimum 72 hours' notice at its own cost.
22. All liabilities arising out of the designated works shall be with the Agency only.
23. Bidder shall undertake activities on behalf of RFCL for spreading awareness of Plastic waste recycling and environment sustainability among masses. The awareness campaign shall include but not limited to be:
 - (i) Stationing of Volunteers on collection points.
 - (ii) Placing posters/ banners at various location of the city/district etc.
 - (iii) Distribution of pamphlets.

Locations and the quantities of poster/banners shall be decided by the Agency

24. Bidder shall do cross checking of transactions between Owner and PWPs and arrange EPR target certificates based on the quantity of pre-consumer and post-consumer plastic wastes collected and recycled in various states / UTs.
25. Submission of periodic returns to Government Authorities as per EPR obligations.
26. Proper settlement / reply of any query related to recycling / disposal of pre-consumer and post-consumer plastic wastes to Government Authorities on behalf of RFCL.
 - ii.) Responding to any queries raised by CPCB / SPCB.
 - iii.) Represent RFCL in CPCB / SPCB if required.
 - iv.) Compliance of any change(s) in PWM rules to be made through Amendment(s) at any stage during contract period
27. The bidder shall ensure that the plastic packaging waste collected from the collection points are subsequently subject to recycling in a registered facility by a recycler or its permitted end use in the designated manner.

28. **RFCL HDPE BAG SPECIFICATIONS**

FOR GOLDEN YELLOW COLOUR HDPE BAGS (UPTO SIX COLORS – AS PER BHARAT UREA NEW DESIGN)

The circulars woven sacks are required to hold **45 Kg** of Neem Coated Urea / other industrial products.

1. The circular woven HDPE bags will be manufactured from virgin granules and will be supplied strictly as per BIS specification IS - 9755 : 2016 as revised up to date except for the deviations as specified in the following paragraphs and anywhere else in the tender document.

2. Size of bags :

	Size of Bags	Tolerance
Urea	930 x 570 mm (Inside)	+ 30mm and -0mm

3. Mesh : 10 X 10
4. Denier : 1000
5. Weight of bag : Weight of finished HDPE bag will tolerance will be as under:-

	Weight of Bags
Urea	125 gms \pm 3% individual bag (125 gms & above on average)

No negative tolerance on average.

Note :In case, some of the sample **urea** bags have weight in excess of **125 gms + 3%** then for the purpose of working out average weight of the sample lot, the weight of such overweight bags will be considered only as **129 gms** for Urea bags. However, bags weighing above **129 gms** for Urea size shall be accepted.

6. Strength specifications: The breaking strength of fabric and seam breaking strength will be strictly as per IS 9755: 2016 as revised upto date as per details given below:

TABLE - I

Strength requirement of HDPE woven sacks for packing fertilizers:

S. No.	Characteristics	Requirement (Kgf)	Method of Test
i.	Breaking strength of fabric on 5.0 X 20 cm strips		
	a) Width wise	91.8	IS 1930 (Revelled strip test method only)
	b) Length wise	91.8	
	c) Width wise Lamination joint	91.8	
ii.	Seam breaking strength:		
	a) Bottom seam	40.8	IS 9030 - 1979
7.	The fabric shall be laminated on one side with LDPE film on a lamination plant. The LDPE film of Virgin granules should be free from pin holes, porosity, batches, tear, blisters or any other visible defects. The uniform thickness of the lamination shall be 100 gauge (25 microns) minimum. The lamination will cover the entire inner area of the fabric used for manufacture of bags with minimum overlap/overhang of 5 mm. Test for lamination thickness may/may not be carried at the sole discretion of RFCL.		



Ramagundam Fertilizers and Chemicals Limited

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e-mail : sudhirsharma@rfcl.co.in, mahima@rfcl.co.in

ANNEXURE-IV

PROFORMA FOR PRICE BID (To Be Submitted separately in Price Bid PART – II through e-tendering)

Sub: Lining up of Agency for fulfilling Extended Producer Responsibility (EPR) of RFCL as per Plastic Waste Management Rules 2016 (as amended) for FY2023-24.

EPR Target for FY2023-24 (MT)	Quoted Unit Rate (Rs/MT)	Quoted Basic Value (Rs)	GST @ 18%	Total Quoted Value (Rs)
(A)	(B)	(C = A x B)	(D= C x 18%)	(E = C + D)
1474.835				
Quoted Basic value (in words)				
Total Quoted value inclusive of GST (in words)				

I/We have read all the terms and conditions of the Notice Inviting Tender and the Annexures hereto and agree to accept and abide by the same in toto. The above quotation has been prepared after considering all the terms and conditions of Notice Inviting Tender in toto.

Signature of Bidder or their Authorized Representative_____

Dated: _____

Name & Address of Bidder _____

Place: _____

Phone No. _____

Fax No. _____

Email Address _____

GSTIN _____

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Annexure – V

BIDDER's DETAIL

Sr. No.	Description							
1	Name of Company/Firm							
2	Legal status of the firm (Limited Company/Partnership/Proprietor)							
3	Trade Name of the Company/Firm							
4	Registration Number of Firm/Company							
5	Complete Registered Address							
6	Name of Proprietor/Partners/Directors							
7	Registration certificate Number							
8	Contact/Authorized Person name and Designation							
9	Land line Tel No / Mobile No.							
10	email id							
11	PAN No. along with Document							
13	GST Registration No. with document							
14	HSN/SAC No. if applicable							
15	Bank Account Details or cancelled cheque							
16	Name of Beneficiary/Account holder							
17	Complete Bank Account No:							
18	Account type (SB/Current/CC/OD)							
19	Bank Name and Address:							
20	IFSC Code:							
21	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	<div>YES / NO (If Yes, give the following details)</div> <table border="1"> <thead> <tr> <th>Name & Designation of the Employee</th> <th>Place of Posting</th> <th>Relation with the Employee</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee			
Name & Designation of the Employee	Place of Posting	Relation with the Employee						
22	Other information if any							

I/We hereby confirm that the above information/details given above are true and correct to the best of my/our knowledge and belief and nothing has been concealed therein.

Name, Seal & Signature of Authorised Signatory

State wise plastic waste EPR targets for FY2023-24:

State	EPR Target (MT)
Telangana	443.69
Andhra Pradesh	223.50
Karntaka	263.50
Tamil Nadu	34.5
Maharashtra	50
Chhatisgarh	25



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ANNEXURE-VII

Bank Guarantee for Security Deposit (SD) /Contract Performance Bank Guarantee (CPBG) Format

(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS & CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its registered office at 4th Floor, KRIBHCO Building, Sector-1, NOIDA - 201301, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the 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. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. _____.

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



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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

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

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

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

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

ANNEXURE - VIII

**Standard Operating Procedure for Registration of
Producers, Importers & Brand-Owners (PIBOs)
Under
Plastic Waste Management Rules 2016 (as amended)**



**Central Pollution Control Board
Delhi
March 2021**