

## **NOTICE INVITING TENDER**

**BIDS ARE INVITED FOR SUPPLY OF CATALYST** 

e-Tender No: 56725

June-2024

Tender Ref. No. RFCL/2024-25/RM/Prod/CAP230717/104 dated 24.06.2024

Tender No: RFCL/2024-25/RM/Prod/CAP230717/104

# RFCL

### Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)
Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana

Date: 24.06.2024

NIT Ref. No. RFCL/2024-25/RM/Prod/CAP230717/104

### **SUPPLY OF CATALYST**

### **SPECIAL INSTRUCTIONS TO TENDERERS**

### 1. Mode of Tendering:

Ramagundam Fertilizers And Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to procure "CATALYST" as per given specifications through e-tendering. The NIT will be posted on website **https://rfcl.abcprocure.com** from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

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.

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

### a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-

| 1) Mr. Pradeep Varshney,          | 2) Mrs. Ramya Mekala,         |
|-----------------------------------|-------------------------------|
| General Manager (Materials)       | Deputy Manager (Materials),   |
| RFCL, Fertlizers City, Ramagundam | RFCL, Fertilizers City,       |
| E mail: pvarshney@rfcl.co.in      | Ramagundam                    |
|                                   | Mob No: 8309446343            |
|                                   | Email:ramya.mekala@rfcl.co.in |

### b) M/s. e-Procurement Technologies Limited

|   | <u>e-Tender Registration</u>                                  |                         |                    |                        |  |  |  |
|---|---|-------------------------|--------------------|------------------------|--|--|--|
| 1 | Escalation matrix for Profile Activation and DSC Verification |                         |                    |                        |  |  |  |
|   | Level 1 Mr. Harsh Dalwadi 6353217080 harsh.dalwadi@abcprocu   |                         |                    |                        |  |  |  |
|   | Level 2   | Mr. Himalay Vaishnav    | 9099090830         | himalay@abcprocure.com |  |  |  |
| 2 |   | Escalation matrix for e | -Tender Submission | related queries        |  |  |  |
|   | 95108 12960   |                         |                    |                        |  |  |  |
|   | Level 1   | Support Team            | 95108 12971        | support@abcprocure.com |  |  |  |
|   |   |                         | 90810 00427        |                        |  |  |  |
|   |   |                         | 99044 06300        |                        |  |  |  |
|   |   |                         | 93745 19729        |                        |  |  |  |
|   | Level 2   | Mr. Sujith Nair         | 99044 07199        | sujith@eptl.in         |  |  |  |
|   | Level 3   | Mr. Dharam Rathod       | 93745 19754        | dharam@eptl.in         |  |  |  |
|   | Office Hours:   |                         |                    |                        |  |  |  |
| 3 | 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                                |                         |                    |                        |  |  |  |

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### **2.** (a) <u>Pre-Requisites for System using e-Procurement sites:</u>

- (b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> under download section prior registration and Participating in e-Tenders invited by RFCL.
- (c) For Quick Bidder Manual, you can refer this link <a href="https://youtu.be/-E5fiZVYnfg">https://youtu.be/-E5fiZVYnfg</a> for Tender Submission OR download "Bidder Manual" from <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> website OR Contact us.

### (d) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
- Vendors need to procure DSC 24 hrs prior to Registration on https://rfcl.abcprocure.com.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. e-Procurement Technologies Ltd.
- > Respective DSC Drivers needs to be installed.
- > DSC needs to be physically inserted into the system.
- > DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

### (e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a>, 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. 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. 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 <a href="mailto:info@abcprocure.com">info@abcprocure.com</a>, <a href="mailto:documents-decom">documents-document

- **3.** All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
- As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
- 5. Corrigendum/amendment, if any, shall be notified on the site <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

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- **6.** Vendors are required to complete the entire process online on or before the due date/time of closing of the tender
- **7.** Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (i) Vendors are advised to log on to the website (<a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> ) and arrange to register themselves at the earliest
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
  - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (v) Once the entire process of submission of online bid is complete, they will get an automail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.
- 8. No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before thedue date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please bereassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.
- 9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
- 10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- 11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.

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12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

### 13. Tender Schedule:

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

### **Tender Schedule for Supply of Catalyst is:**

| Sr. No. | Tender Stage                      | Date & Time                   |
|---------|-----------------------------------|-------------------------------|
| 1       | Start Tender Document Download    | 24.06.2024, 15:00 hrs.        |
| 2       | End Tender Document Download      | 08.07.2024, 15:00 hrs.        |
| 3       | Due/ last date of submission Bids | 08.07.2024, 15:00 hrs.        |
| 4       | Techno-commercial Bids Opening    | 08.07.2024, 15:30 hrs onwards |
| 5.      | Price Bid Opening                 | To be intimated Separately    |

<u>Note</u>: 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.

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

### **15.** Tender Opening:

The tenders will be opened electronically by us from our RFCL Site Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

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

## **18.** <u>SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED</u>

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

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

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### 19. Name & Address of Consignee:

Manager (Stores),

Ramagundam Fertilizers and Chemicals Limited (RFCL),

Fertilizers City - 505210.

Ramagundam (Mandal), Peddapalli (District),

Telangana state, India.

E-Mail: store.rfcl@rfcl.co.in, mahesh@rfcl.co.in

### 20. GST Nos.

| Unit                  | GST NO.         |  |
|-----------------------|-----------------|--|
| Ramagundam, Telangana | 36AAHCR2335P1ZY |  |

21. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

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

] SUT

Pradeep Varshney General Manager (Materials) RFCL Ramagundam

## PRADEEP VARSHNEY

General Manager (Materials) Ramagundam Fertilizers and Chemicals Limited Ramagundam, Dist. Peddapalli-505210, (T.S)



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### **ANNEXURES**

| Sr. No. | Annexures      | Particulars   |
|---------|----------------|---|
| 1       | Annexure- I    | Bidder Qualification Criteria (BQC)   |
| 2       | Annexure- II   | List of Items   |
| 3       | Annexure- III  | Special Terms & Conditions  |
| 4       | Annexure- IV   | Price Bid Format  |
| 5       | Annexure- V    | Tenderer Details  |
| 6       | Annexure- VI   | General Terms & Conditions  |
| 7       | Annexure- VII  | Benefits to Micro and Small Enterprises (MSEs)                                |
| 8       | Annexure- VIII | BG Format for EMD   |
| 9       | Annexure- IX   | BG Format for SD-cum-PBG  |
| 10      | Annexure- X    | Integrity Pact  |
| 11      | Annexure- A    | Detailed Technical Specifications for LOW TEMPERATURE CO-SHIFT GUARD CATALYST |



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## **Bidder Qualification Criteria (BQC)**

| S.            | Conditions  | Documents required( To be submitted  | Tenderer's |
|---------------|---|--|------------|
| <b>No.</b> 1. | Bidder should be either manufacturer /  | <ul><li>along with Technical bid)</li><li>i) Bidder must submit the copy of valid</li></ul>    | Remarks    |
|               | Authorized dealer / supplier having   | industrial Licence issued by Statutory   |            |
|               | successful experience during the last two                                       | authority for being a manufacturer   |            |
|               | (2) years.  | along with ISO certificate/ GST  |            |
|               | Note:   | Registration certificate / Udyog   |            |
|               | "The last 2 years shall be counted from last                                    | Adhaar / certificate issued by   |            |
|               | date of the preceding month in which  | statutory authority / NSIC certificate   |            |
|               | tender has been Issued."  | or equivalent certificate.   |            |
|               |   | ii) In case the manufacturer wants to  |            |
|               |   | quote through their authorized   |            |
|               |   | dealer/distributor or their authorized   |            |
|               |   | dealer wants to quote separately then  |            |
|               |   | authorization certificate from the   |            |
|               |   | manufacturer is required in addition   |            |
|               |   | to (i) above. The Authorization  |            |
|               |   | certificate should be issued for specific  |            |
|               |   | tender/enquiry.<br>iii) Authorization letter from the  |            |
|               |   | company on behalf of the person  |            |
|               |   | signing the document be provided   |            |
|               |   | with technical bid.  |            |
|               |   | iv) For Proprietorship firm - Name of the  |            |
|               |   | proprietor to be mentioned. Affidavit  |            |
|               |   | of proprietorship in original duly   |            |
|               |   | notarized(Latest)  |            |
|               |   | v) 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.            | The bidder shall submit documentary   | Documentary evidence (Relevant P.O.  |            |
|               | evidence with respect to experience of having successfully completed / executed | and Copies of Invoices Or Delivery   |            |
|               | at least one Order Value: Rs. 2,59,20,000/-                                     | Orders) should be enclosed from  |            |
|               | (Excluding GST)/ Qty:19.2 M3 (19200   | respective customer(s).  |            |
|               | liters) for the offered Catalyst during the                                     | • The contact details of Customor(s)   |            |
|               | last two years.   | <ul> <li>The contact details of Customer(s)<br/>may be mentioned in order to verify</li> </ul> |            |
|               | Note:   | the antecedents.   |            |
|               | • "The last 2 years shall be counted from                                       | the antecedents.   |            |
|               | last date of the preceding month in   |  |            |



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which tender has been Issued."

- In case where splitting of Order is envisaged the value & Quantity should be corresponding to the highest splitting%.
- In case where there is no splitting, envisaged then value & Quantity should be corresponding to the 100 % of required quantity and estimated value.
- 3. The Minimum Annual financial turnover shall not be less than **Rs. 2,59,20,000/-** in at least one of the immediate Three preceding financial years as on the date of issuance of this Tender/Enquiry.

Bidder shall submit financial standing through Audited\* Balance Sheet/ Profit & Loss Account for the last three financial years.

(FY 2023-24, 2022-23 & FY 2021-2022)

### Note:

- 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 immediate 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 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.)
- 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

\* 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).

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| 4. | 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.  The net worth of the bidders should be positive for the Financial year FY2023-24 ending 31st March -2024  Note:  "* date of last Financial year should be | A Copy of Audited* Balance Sheet should be submitted in support of your claim.  * 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 |  |
|----|--|--|--|
| 5. | mentioned considering the period in which tender is issued".  Bidder should have minimum working   | company).  Copy of audited balance sheet for the   |  |
| 3. | capital of <b>Rs. 25,92,000/-</b> as per Audited Financial result of <b>FY -2023-24</b> "Working capital should be current assets minus current liabilities.   | Financial year ending <b>31</b> st <b>March-2024</b> should be submitted.  |  |
|    |  | been issued.   |  |



|   | submitted on Party's letterhead for the |  |
|---|---|--|
| II. 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. | same.                                   |  |
| III. Bidder must not be on the <b>Holiday list</b> of RFCL.   |   |  |



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**ANNEXURE-II** 

## **List of Items & Specifications**

| S. | Item Code | Description of Item   | Qty   | UoM | Tenderer's   |
|----|-----------|---|-------|-----|--------------|
| No |           |   |       |     | Confirmation |
| 1  | 381000400 | Chlorine Guard Catalyst for LT Shift Converter guard Specification - Sodium/Calcium Oxide catalyst Tag no. /Reactor - 100-R-205/ Low Temp Shift Converter Guard. Detailed Technical Specifications as per Annexure-A. | 4200  | LT  |              |
| 2  | 381000500 | Catalyst for LT Shift Converter guard Tag no. /Reactor - 100-R-205/ Low Temp Shift Converter Guard Specification Copper/Zinc/Aluminium Oxide catalyst. Detailed Technical Specifications as per Annexure-A.           | 15000 | LT  |              |



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**ANNEXURE-III** 

### **SPECIAL TERMS & CONDITIONS**

PI confirm acceptance of terms and conditions as indicated below while submitting your offer:

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

| Sr.<br>No | Terms and Conditions  | Tenderer's<br>Confirmation |  |
|-----------|---|----------------------------|--|
| 1         | Scope of Work: Supply of Catalyst as per specifications at Annexure-II & Annexure-A   |                            |  |
| 2         | Terms of Price: Tenderer shall quote rates on FOR RFCL Ramagundam basis.  |                            |  |
| 3         | <b>Delivery Period:</b> Supplier has to deliver the material at RFCL Site, Ramagundam within 45-Days from the date of issuance Purchase Order/LOA.  |                            |  |
|           | Complete catalyst charge to reach reach at RFCL Site, Rmagundam within maximum 45 days from the date of issuance Purchase Order/LOA. No extra cost on this account is admissible.  The Tenderer has to confirm to abide by delivery schedule and no deviation is acceptable.  |                            |  |
| 4         | Payment Terms: 30 Days (As per Clause No. 16 of General Terms & Conditions – Annexure-VI).  |                            |  |
| 5         | PRS: As per Clause No. 15 of General Terms & Conditions – Annexure-VI.  |                            |  |
| 6         | Offer Validity: The offer must be valid for acceptance for 120 days from Tender Opening date/Due date (As per Clause No. 02 of General Terms & Conditions – Annexure-VI).   |                            |  |
| 7         | SUBMISSION OF TENDERS:  Bids are invited under Two Part bid system. Tenderers must submit Bids in electronic form. The tenders duly accompanied with bids, offered product catalogue / all necessary documents (As applicable) should be submitted Online at: <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> within the Bid Closing Date and time stipulated in the e-Tender. All letters/ Correspondences are addressed to:  GM (Materials)  Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam 505210, Dist-Peddapalli, Telangana.  |                            |  |
| 8         | The tenderer shall quote price strictly in accordance with the terms & conditions of tender document.  Tenders with quotation of different rate for different quantities shall be rejected without any further reference.   |                            |  |
| 9         | Complete Catalogue/Literature as applicable, if any, should be sent along with the quotation.   |                            |  |
| 10        | Catalyst shall be of minimum 2 Years' service life from the date of contact of the catalyst with process gas. CO slip guarantee is covered for 1 Year, however 2 years guarantee is to be provided for Chloride poison protection.  |                            |  |
| 11        | The Catalyst shall be properly packed in Drums in such a way that it does not get damaged in transit.   |                            |  |
| 12        | <u>Bid Rejection Criteria</u> : The Bid shall conform generally to the specifications and terms & conditions given in the NIT Document. Bids may be rejected on following points at the discretion of RFCL:   |                            |  |
|           | <ol> <li>Any Deviations w.r.t submission of EMD or MSME Certificate or equivalent (If applicable).</li> <li>Any Deviations w.r.t Delivery Terms: Prices to be quoted on FOR, RFCL Ramagundam basis.</li> <li>Any Deviations w.r.t Payment Terms: Advance payment or any other payment terms not accepted.</li> <li>Any Deviations w.r.t PRS (Price Reduction Schedule) Clause: No Deviations is acceptable.</li> <li>Any Deviations w.r.t Bid Validity: Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing.</li> <li>Any Deviations w.r.t Warranty / Guarantee clause (if Applicable) is not acceptable.</li> <li>Any Deviations w.r.t SD-cum PBG Clause is not acceptable.</li> <li>Tenderers must quote rates in accordance with the price schedule outlined in PRICEBID format. Prices/Rates should be quoted in Indian Rupees and must be maintained in the "PRICEBID format" only. The rates quoted in the "PRICEBID" format will only be considered and prices submitted in any other format/form/document/mode shall lead to rejection of bid.</li> <li>Bids received in any other form except, online digitally signed bids uploaded in RFCL's e-</li> </ol> |                            |  |

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### 13 Evaluation Criteria:

The bids after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below.

### i) TECHNICAL EVALUATION:

Technical bids of all participating tenderes shall be evaluated considering Technical specifications mentioned in List of items & Specifications (Annexure-II) of NIT.

### ii) PRICE EVALUATION:

Price bids of only those tenderes shall be opened who qualifies Technical bid evaluation as mentioned above and based on the following:

Evaluation of bids shall be done on <u>overall\_landed value</u> at RFCL site, Ramagundam basis including GST, Packing & Forwarding, Insurance & Freight and all charges leviable to RFCL upto RFCL site. Incase of any deviations, RFCL reserves right for Loading Factors while evaluation of lowest Tenderer. RFCL at its sole discretion may vary quantities, if so, required at the time of PO placement. Please confirm your acceptance to order placement for part quantities also.

In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro and Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro and Small Enterprises subject to the terms and conditions indicated in enclosed Annexure-VII.

### 15 | EARNEST MONEY DEPOSIT (EMD):

Tenderers must submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh Only).

The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Gaurantee Format of EMD-BG as per Annexure-VIII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should received by RFCL before opening time of technocommercial bids for verification of the details of DD/BG given online by the tenderer.

The details of the transaction with UTR No to be submitted along with technical bid for verification.

RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name: Ramagundam Fertilizers and Chemicals Limited

Bank name : State Bank of India Branch Name : RFCL BRANCH (61777)

Bank A/c no. : 36727029257 IFSC Code : SBIN0061777

Earnest Money Deposit will not bear any interest.

<u>Note:</u> Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG details immediately to <u>pvarshney@rfcl.co.in</u> and <u>ramya.mekala@rfcl.co.in</u>

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



| 16 |  | ty Deposit-cum-Performance Bank Guarantee (SD-cum-PBG):  |  |  |  |  |
|----|--|--|--|--|--|--|
|    | (a)  | Successful Tenderer, for faithfull performance of the contract, will furnish Security Deposit-Cum-         |  |  |  |  |
|    |  | Performance Bank Guarantee within 10 days of issue of Purchase Order. The SD-cum-PBG will be               |  |  |  |  |
|    | @ 5% of Order value. The same shall be valid for a period covering the Delivery Period + Catalyst          |  |  |  |  |  |
|    | Guarantee/Warranty period + 3 months claim period. SD-cum-PBG may have to be extended                      |  |  |  |  |  |
|    | suitably if required to cover the guaranteed life period from the date of contact of gas with catalyst     |  |  |  |  |  |
|    | + 3 months claim period. Otherwise, you will have to submit another bank guarantee @5% of PO               |  |  |  |  |  |
|    | value covering guaranteed life period from the date of gas contact with catalyst + 3 months claim          |  |  |  |  |  |
|    |  | period within 15 days of actual start of catalyst operation or start of reduction.                         |  |  |  |  |
|    | (b)  | If SD-cum-PBG is made in the form of Crossed A/c Demand Draft in favour of Ramagundam                      |  |  |  |  |
|    |  | Fertilizers And Chemicals Limited payable at Ramagundam. <b>D.D. payable at locations other than</b>       |  |  |  |  |
|    |  | above will not be accepted.  |  |  |  |  |
|    | (c)  | The tenderer will also have the option to furnish SD-cum-PBG by way of Bank Guarantee from any             |  |  |  |  |
|    |  | of the Scheduled Indian Banks excluding Rural and Co-operative Banks, in the prescribed format             |  |  |  |  |
|    |  | (as per <b>Annexure-IX</b> enclosed).  |  |  |  |  |
|    | (d)  | Cheques will not be accepted in any case.  |  |  |  |  |
|    | (e)  | The SD-cum-PBG will be retained by RFCL during the currency of contract or till settlement of all          |  |  |  |  |
|    | , ,  | the accounts thereof, whichever is later. In case any dispute or difference not settled within the         |  |  |  |  |
|    |  | validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for.         |  |  |  |  |
|    |  | RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank           |  |  |  |  |
|    |  | Guarantee.   |  |  |  |  |
|    | (f)  | The above SD-cum-PBG will be deemed to be security for the faithful performance of the contract            |  |  |  |  |
|    |  | and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that           |  |  |  |  |
|    |  | section. In the event of any breach of any terms and conditions of the contract, RFCL will have the        |  |  |  |  |
|    |  | right to draw from the Bank Guarantee / SD-cum-PBG either the whole or part of value of the                |  |  |  |  |
|    |  | same and tenderer will make good the value of Bank Guarantee / SD-cum-PBG to the extent of the             |  |  |  |  |
|    | amount so drawn within 15 days of receipt of intimation from RFCL to this effect.                          |  |  |  |  |  |
|    | (g) The amount so drawn will not in any way effect any remedy, to which RFCL may otherwise be              |  |  |  |  |  |
|    | (0)  | entitled or any liability incurred by tenderer under the contract or any law for the time being in         |  |  |  |  |
|    | force relating thereto or bearing thereupon.   |  |  |  |  |  |
|    | (h) In the event of the forfeiture of whole or part of the SD-cum-PBG, the tenderer will deposit further   |  |  |  |  |  |
|    | sum /sums, so as to maintain the full SD-cum-PBG amount as mentioned above.                                |  |  |  |  |  |
|    | (i) The SD-cum-PBG will be refunded after complete execution of contract. It will be lawful for RFCL,      |  |  |  |  |  |
|    |  | if any difference or dispute is likely to exist, to defer payment of the SD-cum-PBG or any portion         |  |  |  |  |
|    |  | thereof which may be due for release until such difference and dispute had been finally settled or         |  |  |  |  |
|    | adjusted.  |  |  |  |  |  |
|    | (j) The SD-cum-PBG amount will not bear any interest.  |  |  |  |  |  |
| 17 | All inf  | ormation sought by RFCL during tender evaluation shall be provided within the time set out in the          |  |  |  |  |
|    | comm   | unication on the subject. Failure of the tenderer to comply with requirements of RFCL within               |  |  |  |  |
|    | stipula  | ated time may make the offers as unresponsive & shall entitle RFCL to proceed further with the             |  |  |  |  |
|    | tende  |  |  |  |  |  |
| 18 | Tende  | rers should ensure that the tender documents /offer has been signed by appropriate/authorized              |  |  |  |  |
|    | repres   | sentative of the Company. Withdrawal of offer/non- acceptance of orders placed based on the                |  |  |  |  |
|    | offers   | submitted by tenderer on their letter head, will not be allowed on the ground that offer was not           |  |  |  |  |
|    | signed   | by authorized person.  |  |  |  |  |
| 19 | The te   | enderers must submit/upload online, one set of the tender document duly digitally signed by using          |  |  |  |  |
|    | digital  | certificates as token of acceptance of all the tender conditions alongwith their techno- commercial        |  |  |  |  |
|    |  | ling which their tender may not be considered.   |  |  |  |  |
| 20 | Tende  | rer shall give self certification on their letterhead that they have not been blacklisted by any govt      |  |  |  |  |
|    |  | Public Sector Undertaking/Co-operative Unit. Offer of such blacklisted Tenderers shall not be              |  |  |  |  |
|    | consid   | = :  |  |  |  |  |
| 21 | Integr   | ity Pact: A Tool developed by Transparency International (TI) to help governments, businesses and          |  |  |  |  |
|    | civil s  | ociety, which are prepared to fight corruption in the field of public contracting and procurement.         |  |  |  |  |
|    | Bidde  | r should duly fill & sign Integrity Pact as per <b>Annexure-X</b> . Original of which should reach us on / |  |  |  |  |
|    |  | e due date.  |  |  |  |  |
| 22 | The w  | ord "Standard Terms and Conditions" under Clause No: 20 of General Terms & Conditions should be            |  |  |  |  |
|    | read as "Special Terms and Conditions".  |  |  |  |  |  |
| 23 | During the validity period of the offer, the extension of validity of Bank Guarantee submitted towards the |  |  |  |  |  |
|    | EMD \  | will be arranged and provided by the tenderer in case the same is desired by RFCL.                         |  |  |  |  |
|    |  |  |  |  |  |  |



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**ANNEXURE - IV** 

### PRICE BID

To,

GM (Materials), RFCL, Ramagundam

**Sub.:** Tender for Supply of Catalyst

RFCL Tender No.: RFCL/2024-25/RM/Prod/CAP230717/104 Dated. 24.06.2024 With reference to above mentioned tender, we hereby submit our Price Bid as under: -

| Sr.<br>No. | Item<br>Code  | Description of Items:   | Qty   | UOM | Unit Rate (₹) including P&F, Insurance & Frt up to RFCL, Ramagundam | Amount (₹)<br>including P&F,<br>Insurance & Frt<br>up to RFCL,<br>Ramagundam | GST<br>Rate<br>(%) | GST<br>Amount<br>(₹) | Total Amount (₹) All inclusive of GST, P&F, Insurance & Frt up to RFCL, Ramagundam | Total Amount<br>all inclusive<br>(Rs. in words) |
|------------|---------------|---|-------|-----|---|--|--------------------|----------------------|--|---|
| Α          | В             | С   | D     | E   | F   | G=D*F  | Н                  | I=G*H/100            | J=G+I  | K   |
| 1          | 38100<br>0400 | Chlorine Guard Catalyst for LT Shift Converter guard Specification - Sodium/Calcium Oxide catalyst Tag no. /Reactor - 100-R-205/ Low Temp Shift Converter Guard. Detailed Technical Specifications as per Annexure-A. | 4200  | LT  |   |  |                    |                      |  |   |
| 2          | 38100<br>0500 | Catalyst for LT Shift Converter guard Tag no. /Reactor - 100-R-205/ Low Temp Shift Converter Guard Specification Copper/Zinc/Aluminium Oxide catalyst. Detailed Technical Specifications as per Annexure-A.           | 15000 | LT  |   |  |                    |                      |  |   |

**Grand Total (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 taking into account all the terms and conditions of Notice Inviting Tender in toto.

| Dated: | Digital Signature (or) Signature & Seal of Tenderer or |
|--------|--|
| Place: | their Authorized Representative                        |

Tender No: RFCL/2024-25/RM/Prod/CAP230717/104



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**ANNEXURE-V** 

### **TENDERER DETAILS**

| Sr. | Description  |   |        |                            |              |
|-----|--|---|--------|----------------------------|--------------|
| 1.  | Name of Company/Firm   |   |        |                            |              |
| 2.  | legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. Specify)  |   |        |                            |              |
| 3.  | Trade Name of the Company/Firm   |   |        |                            |              |
| 4.  | Registration Number of Firm/Company  |   |        |                            |              |
| 5.  | Complete Registered/Branch Address   |   |        |                            |              |
| 6.  | Name of Proprietor/Partners/Directors  |   |        |                            |              |
| 7.  | Contact/Authorized Person name and Designation   |   |        |                            |              |
| 8.  | Land line Tel No   |   |        |                            |              |
| 9.  | Mobile number  |   |        |                            |              |
| 10. | Email Id   |   |        |                            |              |
| 11. | PAN No. to be intimated along with Documentary Proof thereof.  |   |        |                            |              |
| 12. | GST Registration No. with Documentary Proof.   |   |        |                            |              |
| 13. | HSN/SAC No.  |   |        |                            |              |
| 14. | If the Tenderer is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the Tenderer and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the Tenderer is not registered as per MSMED Act, 2006. <i>Registration month &amp; Year should be prior to bid submission due date.</i> |   |        |                            |              |
| 15. | Bank Account Details:  |   |        |                            |              |
|     | Name of Beneficiary/Account holder   |   |        |                            |              |
|     | Complete Bank Account No:  |   |        |                            |              |
|     | Account type (SB/Current/CC/OD) Pl. Specify  |   |        |                            |              |
|     | Name of Bank and Branch Address:   |   |        |                            |              |
|     | IFSC Code:   |   |        |                            |              |
| 16. | Name of Beneficiary  |   |        |                            |              |
| 17. | If a Tenderer has relations whether by blood or  |   |        |                            |              |
|     | otherwise with any of employees (including employees on deputation) of RFCL, the Tenderer  | YES / NO (If Yes  | s, giv | e the follow               | ing details) |
|     | 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.   | Name & Place of Relation with Designation of the Employee |        | Relation with the Employee |              |
|     | Other information if any   |   |        |                            |              |
| 18. |  |   |        |                            |              |

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

Name, Seal & Signature of Authorised Signatory



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**Annexure-VI** 

## GENERAL TERMS & CONDITIONS NOTICE INVITING TENDER - [INDIGENOUS SUPPLIES]

- Tenderer for this contract shall be referred to as 'Supplier' or 'Offerer' or 'Seller' and Ramgundam Fertilizers and Chemicals Limited (RFCL) shall be referred to as 'Company' or 'Customer'.
- The quotation (offer) should be submitted in a sealed cover prescribed with RFCL Enquiry reference number and closing date, the offer shall be submitted giving full details as per NIT. Incomplete quotations &/or offers not submitted inline with tender instructions are liable to be summarily rejected. Offer validity of the Tender shall be valid minimum 120 days from the date of tender opening.
- The Tenderer shall quote the price strictly in prescribed RFCL's Price bid format only. In case Tenderer wants to submit the offer on their letter head, they can submit the offer but the format should be strictly in prescribed RFCL's Price bid format only, Otherwise the offer shall liable to be summarily rejected. Tenderer should quote one rate for specific quantity quoted by them. MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM WITH SAME SPECIFICATION & MAKE SHALL BE REJECTED FORTHWITH.
- A Rates must be quoted on **FOR Ramagundam basis** in the rate column, according to 'unit of measurement' as per NIT. Rates against <u>each line item</u> shall be given legibly in words as well as in figures and free from cutting/over-writing /erasions. The Tenderer shall indicate the rates of GST applicable in their bid, for the quoted item indicating clearly the HSN code of item/SAC Code in case of service.
- It shall be certified by the Tenderer that none of the RFCL employee is related to owners/directors. (In case any relative is working in RFCL, furnish details separately). It shall be certified by the Tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately). It shall be certified by the Tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm, failing which, RFCL may at its sole discretion reject the tender.
- 6 The prospective tenderer having any common Partners/Directors/Managing partners etc or having any other common criteria shall be considered as Sister Group/Associate Company. In such cases, only one of them will be eligible for participation in the tender.
- 7 RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. RFCL is also not bound to disclose the reasons for rejection of the offer to the tenderers. No correspondence will be entertained with regard to acceptance or rejection of an offer.
- RFCL will have the right to issue addendum/corrigendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum /Corrigendum so issued will form the part of original information to tender.
- 9 RFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers of such postponement along with notice of revised opening date and time. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the date of receiveing/ opening of the tender will be on the next working day.
- 10 In case clarifications are required on invitation to tender the Tenderer shall approach RFCL in writing well before the opening of the tender. However, failure to receive any addendum or clarification shall not relieve the Tenderer of any of the obligations stipulated in the invitation to tender.
- Samples must be submitted where specified along with the quotations. Samples must be carefully packed, sealed and labelled clearly with enquiry number, subject and sender's name for easy identification.
- 12 Rates/Amount should be quoted both in figures as well in words and free from over-writing / cutting/erasions. All cuttings/ overwritings/erasions shall be duly signed by

- authorized representative of the tenderer. If there is any error in calculation with respect to unit rate and amount value, unit rate should prevail and amount/total value shall be corrected accordingly. Incase, rate expressed figures as well in words and if any error noticed in between, the rate given in words shall prevail and all calculations will be changed accordingly.
- The tenderers must accept the terms and conditions stipulated in NIT by signing manually in long hand by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of firm/company, tender should bear its seal or rubber stamp failing which the offer is liable to be rejected at the sole discretion of RFCL.
- 14 LOADING CRITERIA: Whenever the Tenderer is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, PRS etc, it shall be presumed that the Tenderer has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made. However, RFCL may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, Price reduction schedule etc. by adopting the stipulated loading criteria, where ever applicable.
  - PRICE REDUCTION SCHEDULE [PRS] /CANCELLATION OF ORDER: It shall be obligation on supplier to strictly adhere to the deliveries quoted and accepted by them in NIT/Purchase Orders of RFCL. In case of delay in supplies, unless extension of delivery has been granted by RFCL on application made by the supplier, RFCL may at it's option exercise either of the alternatives of (i) Reduction of 0.5% (half percent) on the value of the total ordered prices of the material not delivered for each complete week of delay or part there of subject to a maximum of 5% of the value of the order. The invoice raised shall be taken into account for the above price reduction, if applicable and payment shall be released for reduced/net value after the above reduction. If supplier does not raise invoice for reduced value, the supplier shall issue credit note equivalent to the price reduction amount, or (ii) purchase elsewhere on account and at the risk & cost of the supplier of the stores not delivered or (iii) cancel the contract without prejudice to RFCL rights under (i) & (ii) above.

### 6 PAYMENT TERM & MODE:

- 100% payment will be released within 30 days from the receipt and acceptance of material or commissioning at site, as applicable at RFCL, Ramagundam. Payment will be released after duly adjusting the PRS, statuatory deductions, if any, as per contract
- Payment shall be released through RTGS. Suppliers shall provide the requisite details of their Account No., Name & Branch code of Bank in RFCL prescribed format.
- TheTax Invoice for payment shall be submitted to Officer-In- Charge (Stores), RFCL Ramagundam along with supporting documents for release of payment preferably along with consignment.
- The quoted rate(s) including transportation charges, etc will remain firm till the complete execution of the order. No Escalation/ revision in rate(s) will be allowed. However, any increase/decrease in rates of statutory levies and duties, shall be allowed as per prevailing rules and notification of Government comes within contractual delivery period. No escalation/ revision will be allowed due to any increase in duties/levies in case of extension in delivery period sought by the supplier beyond contractual delivery period.
- 18 Order/s can be splitted at the sole discretion of RFCL and part order shall be acceptable to the tenderers.
- 19 INSPECTION: RFCL shall not carryout pre-dispatch inspection at supplier premises unless otherwise stated in the Purchase Order. Inspection shall be made at RFCL, Ramagundam and decision of RFCL's Officer be final. If any item found defective/damaged, the same shall be replaced



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free of cost and in such case freight charges etc. shall be borne by the supplier. If it is found that the materials supplied are not as per RFCL order specifications or received in damaged condition, RFCL shall be the sole judge entitled to reject the materials.

GUARANTEE / WARRANTY: The supplier will take full responsibility for the satisfactory performance of the equipment/item from the date of supply or commissioning at RFCL, as applicable. Supplier will provide warranty for the supplied items against manufacturing defects/ poor workmanship as per Scope of Work /Standard Terms and Conditions of the tender document. Tenderer to Specify OEM warranty on each item. In case of supplier not confirmed warranty of products, supplier will warranty the supplied items against manufacturing defects/ poor workmanship for a period of 18 months from the date of supply or 12 months from date of commissioning whichever is earlier and supplier will submit Warranty Certificate to this effect along with despatch documents Tenderer.

However, Defects, damages reported during guarantee/warantee period shall be attended & rectified within 2 weeks from the date of intimation.

- 21 If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Service Engineer/s for technical supervision during installation. The charges for the same are to be included in the quoted price.
- The material must be securely packed before dispatch so as to avoid any damage during transit. In case of dispatch of material, consignment shall be consigned to 'RFCL, 'SELF' Ramagundam and not on basis. Fach packing/bundle/item must be prominently marked with Order No. and packing No. The equipment/items should be dispatched by road through associated transporter on Door Delivery basis. The freight charges are to be included in the quoted prices. The transit insurance of the consignments should be arranged by the supplier covering all transit risks upto the destination RFCL. The insurance charges are to be included in the quoted prices. All goods shall be consigned to Officer- In- Charge (Stores), RFCL. Any expenditure and or demurrage incurred in respect or wrong consignment of goods by road shall be recovered from the supplier.
- 23 Withdrawal of the quotation by the tenderer within offer validity period after tender opening will entail to EMD forfeit and/or delisting.
- 24 If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) delay the tendering process (or) resorts to canvassing/rigging/influencing the tendering process, RFCL reserves the right to debar such tenderers from participation in the present/future tenders up to a period of 2 years.
- 25 **INDEPENDENT CONTRACT**: In the event of an order, the same shall be treated as an independent contract, exclusive of any other contract awarded by RFCL and in no case supplier shall have any general lien towards the items/material supplied in pursuance of Purchase Order.
- NON-ASSIGNABILITY OF CONTRACT: The successful Tenderer shall not transfer or assign the contract or any part of it without obtaining the written permission of RFCL in advance. In the event of the successful tenderer's transferring or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contract and to purchase the goods elsewhere. Successful Tenderer shall be liable to the RFCL for any loss or damage which RFCL may sustain in consequence or arising out of such purchases. Even in case RFCL permits transferring or assigning the contract or any part of it, it shall not create any contractual obligation between RFCL and the person or party to whom the purchase order has been transferred or assigned and shall hold the Tenderer responsible for satisfactory and due & proper fulfilment of the contract.
- 27 FORCE MAJEURE :Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake,

drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof to this effect.

- 28 CONFIDENTIALITY: Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of RFCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- 29 **INDEMNITY**: In the event of issue of purchase order, the Tenderer shall indemnify and save harmless RFCL from all claims, losses, demands, causes of action arising out of the services, labour, equipment and material supplied.
  - DISPUTES Resolution: "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.

On 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

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

The language of Arbitration shall be English.

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

For the convenience of parties, the venue of Arbitration shall be as per above rules ie. Arbitration Centre, Hyderabad, However, The Seat of the Arbitration Shall be Ramagundam, Peddapalli District, State of Telangana. The courts at Ramagundam Peddapalli District, State of Telangana shall have exclusive Jurisdiction.

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

**31 JURISDICTION**: This Agreement shall be construed and governed in accordance with the laws of India. All disputes pertaining to this Tender shall be subject to the exclusive jurisdiction of courts at Ramagundam, Peddapalli district of Telangana State.

# RFCL W

### Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)
Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana

**ANNEXURE-VII** 

### Benefits to Micro and Small Enterprises (MSEs):

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

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

i.MSE Tenderers must submit Registration Certificates from any of the following (or any other body specified by the Ministry of MSME):

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

### (b) Purchase Preference for MSE:

In tenders, where the L1 (evaluated price) Tenderer is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying Tenderers have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe Entrepreneurs and a share of 3% out of 25% shall be allowed to MSEs owned by Women. In the case of an SC/ST owned MSE or Women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% / 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) Tenderers shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them. Where the MSE is SC/ST owned / women owned, they shall be exclusively awarded a share of 4% / 3% respectively of the above 25% in addition to equally sharing the balance part with other non-SC/ST MSEs.

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

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

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CORPORATE SEAL

Ramagundam Fertilizers & Chemicals Limited
(A Joint venture company of NFL, EIL & FCIL)
Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana

**ANNEXURE-VIII** 

### BID SECURITY (EMD) FORMAT

### DRAFT OF BANK GUARANTEE FOR EMD

| IN CONSIDERATION OF Ramagu          | ndam Fertilizers and Chemical Li | mited (RFCL), HAVING IT      | 'S REGISTERED OFFICE AT <b>Scope</b> |
|-------------------------------------|----------------------------------|------------------------------|--------------------------------------|
| Complex, Core No. III 7, Inst       | itutional Area, Lodhi Road, N    | <b>lew Delhi-110003</b> (HER | EINAFTER CALLED RFCL WHICH           |
| <b>EXPRESSION SHALL UNLESS REPU</b> | JGNANT TO THE SUBJECT OR CO      | NTEXT INCLUDES ITS SUC       | CCESSORS AND ASSIGNS) HAVING         |
| AGREED TO EXEMPT                    | (HEREINAFTER CALLED TH           | IE, THE SAID TENDEREF        | (S)' WHICH EXPRESSION SHALL          |
|                                     |                                  |                              | ASSIGNS) FROM THE DEMAND             |
| UNDER THE TERMS AND CONDIT          | IONS OF TENDER NO                | FOR                          | HEREINAFTER CALLED                   |
|                                     |                                  |                              | THE SAID TENDERER(S) OF THE          |
|                                     |                                  |                              | ON PRODUCTION OF BANK                |
| GUARANTEE FOR RS                    |                                  |                              |                                      |
|                                     |                                  |                              | •                                    |
| 1. WEBA                             | NK HEREINAFTER REFERRED TO       | AS 'THE BANK' DO HERE        | BY UNDERTAKE TO PAY TO RFCL          |
| AN AMOUNT NOT EXCEEDING F           | RS (RUP                          | EES                          | ONLY) AGAINST ANY LOSS OR            |
|                                     |                                  |                              | DERER(S) OF ANY OF THE TERMS         |
| AND CONDITIONS CONTAINED II         | N THE SAID TENDER (THE DECISI    | ON OF THE COMPANY A          | S TO ANY SUCH BREACH HAVING          |
| BEEN COMMITTED AND LOSS SU          | FFERED SHALL BE BINDING ON L     | JS.                          |                                      |
| 2. WEBAN                            | IK DO HEREBY UNDERTAKE TC        | PAY THE AMOUNTS D            | DUE AND PAYABLE UNDER THIS           |
| <b>GUARANTEE WITHOUT ANY DEN</b>    | MUR MERELY OR A DEMAND FR        | OM 'RFCL' STATING THA        | T THE AMOUNT CLAIMED IS DUE          |
| BY WAY OF LOSS OR DAMAGE C          | AUSED TO OR WOULD CAUSE TO       | O OR SUFFERED BY 'RFCL       | ' BY REASON OF ANY BREACH BY         |
| THE SAID TENDERER(S) OF ANY         | OF THE TERMS OR CONDITIONS       | CONTAINED IN THE SAID        | TENDER OR BY REASON OF THE           |
| SAID TENDERER'S FAILURE TO K        | EEP THE TENDER OPEN. ANY SU      | CH DEMAND MADE ON            | THE BANK SHALL BE CONCLUSIVE         |
| AS REGARDS THE AMOUNT DUE           | AND PAYABLE BY THE BANK UN       | IDER THIS GUARANTEE. H       | OWEVER, OUR LIABILITY UNDER          |
|                                     | BE RESTRICTED TO AN              |                              |                                      |
| (RS                                 |                                  |                              |                                      |
| 3. WE B                             | SANK FURTHER AGREE THAT THE      | TEE HEREIN CONTAINE          | D SHALL REMAIN IN FULL FORCE         |
|                                     |                                  |                              | THE SAID TENDER AND THAT IT          |
|                                     |                                  |                              | AND ORDER PLACED ON THE              |
|                                     |                                  |                              | F THE SAID TENDER HAVE BEEN          |
| -                                   |                                  |                              | FFICER OF RFCL CERTIFIED THAT        |
|                                     |                                  |                              | RLY CARRIED OUT BY THE SAID          |
|                                     |                                  |                              | CLAIM UNDER THIS GUARANTEE           |
|                                     |                                  |                              | IS CLAIM OVER AND ABOVE THE          |
|                                     |                                  |                              | E IN THE TENDER WE SHALL BE          |
| DISCHARGED FROM ALL LIABILIT        |                                  |                              |                                      |
| 4. WE                               | BANK, LASTLY UND                 | ERTAKE NOT TO REVOK          | E THIS GUARANTEE DURING ITS          |
| CURRENCY EXCEPT WITH T              |                                  |                              |                                      |
| OF20                                |                                  | <u> </u>                     |                                      |
|                                     |                                  |                              |                                      |
|                                     |                                  |                              |                                      |

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FOR BANK.



**ANNEXURE-IX** 

### BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT (To be prepared on Stamp paper of Rs. 500/- 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 as    | ssigns on the one part and RAMAGUNDAM FERTILIZERS AND              |
| CHEMICALS LIMITED, a Company registered in Indi                  | a under Companies Act, 2013 and having its registered office at    |
| Scope Complex, Core No. III 7, Institutional Area, Lodhi Roa     | d, New Delhi-110003, India to the context or contrary to the       |
| meaning thereof include its successors and assigns on the other  | part.  |
| WHEREAS in pursuance to the agreement dated                      | (hereinafter called CONTRACT)                                      |
| entered into between RAMAGUNDAM FERTILIZERS AND                  | CHEMICALS LIMITED (hereinafter called OWNER and                    |
|  | a Company incorporated in  |
| (hereinafter called CONTRACTOR) which expression shall unless    | s 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 p      | performance Bank Guarantee as hereinafter contained towards        |
| fulfilment of all of its obligations under the contract.         |  |
|  |  |
| NOW THIS DEED WITNESSES AS FOLLOWS:                              |  |
|  |  |
| 1. In pursuance of the Contract, the Bank hereby guarantees as   | s a direct responsibility to OWNER that the BANK is holding the    |
| amount of Rsat C   | 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 pro-  | test or demur and without recourse to contractor and without       |
| asking for any reasons as to whether the amount if lawfully aske | ed 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 condit     | ions of this Security Deposit cum-Performance Bank Guarantee       |
| have been observed or not shall be final and binding on the B    | ANK. In any case, however the Bank's responsibility under this     |
| Security Deposit-cum Performance Bank Guarantee is limited to    | Rs   |



| 2. This Security    | Deposit-cum-Per     | formance Bank G       | uarantee shall    | be valid for an ir    | nitial period of |                                 |
|---------------------|---------------------|-----------------------|-------------------|-----------------------|------------------|---------------------------------|
| months from the     | e date of this Ba   | nk Guarantee No.      | ·                 |                       | _dated           | given by the Bank to            |
| Owner become e      |                     |                       |                   |                       |                  |                                 |
| Upon issuance       | of Commissioni      | ng / Erection /       | Completion of     | certificate accord    | ling to terms    | of contract on expiry of        |
|                     | months afte         | r the issuance of     | the above mer     | ntioned certificate   | e of commissio   | ning / erection / completion    |
| certificate, the Se | ecurity Deposit-co  | um-Performance B      | ank Guarantee     | shall become null     | and void.        |                                 |
| 3. This Security D  | eposit-cum-Perfo    | ormance Bank Gua      | rantee shall be   | in addition to and    | d shall not affe | ct or be affected by any other  |
| security now or     | hereafter held b    | y Owner on acco       | unt of money      | hereby intended       | to secure and    | Owner at its discretion and     |
| without any furth   | her consent from    | the Bank, and wi      | thout affecting   | its rights against t  | the Bank, may    | compound with, give time or     |
| other indulgence    | e to or make any    | other arrangeme       | ent with Contra   | actor and nothing     | done or omit     | ted to be done by Owner in      |
| pursuance of any    | authority or per    | mission contained     | in this guarante  | ee, shall effect disc | charge of the li | ability of the Bank.            |
| 4. UNLESS PREVIO    | OUSLY CANCELLE      | D BY THE OWNER,       | this Security D   | eposit-cum-Perfo      | rmance Bank G    | Guarantee will remain in force  |
| initially upto      |                     | months from           | the effective     | date of Bank          | Guarantee No     | o dated                         |
| gi                  | iven by the Bank    | to the Owner and      | subject to provi  | isions of paragrap    | h 2 above will s | stand automatically cancelled   |
| on the expiry of    | the said period.    | Unless demand o       | r claim under t   | his Bank Guarant      | ee is made on    | Bank in writing within three    |
| months from the     | date of expiry o    | f this Bank Guaran    | tee, all the righ | ts of Owner again     | st the Bank sha  | all be forfeited and Bank shall |
| be relieved and d   | lischarged from a   | ll the liabilities he | reunder.          |                       |                  |                                 |
| 5. Any notice by    | way of request,     | demand or otherw      | vise hereunder    | may be sent by po     | ost to the Bank  | , addressed as aforesaid, and   |
| if sent by post, i  | t shall be deeme    | ed to have been g     | iven at the tim   | ne when it would      | be delivered i   | n due course of post, and in    |
| proving such not    | ice, when given b   | y post, it shall be   | sufficient to pro | ove that the envel    | lope containing  | g the notice was posted and a   |
| certificate, signed | d by an officer of  | the owners, to the    | e effect that the | e envelope was so     | posted, shall b  | e conclusive.                   |
| 6. The Security D   | eposit-cum-Perfo    | ormance Bank Gua      | rantee is to be   | returned to the E     | Bank after its e | xpiry in terms of Paragraph 4   |
| above.              |                     |                       |                   |                       |                  |                                 |
| 7. The Bank decla   | ares that it has th | e power to issue t    | nis guarantee ai  | nd the undersigne     | ed have full pov | ver to do so.                   |
| Dated               | this                |                       | day of            | ·                     |                  |                                 |
|                     |                     |                       |                   |                       |                  |                                 |
|                     |                     |                       |                   | (Indic                | cate the name (  | of the Bank with stamp)         |

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(A Joint venture company of NFL, EIL & FCIL)
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**ANNEXURE-IX** 

### **INTEGRITY PACT**

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below:

Sh. Vishwanath Giriraj, IAS (Retd)
A Wing, Flat 1001, Landmark Towers
GD Ambedkar marg, Opp. Wadala Telephone Exchange
Naigaon, Dadar East,
Mumbai -- 400014
# 9821937549

Email: vgiriraj@rediffmail.com

Sh. Ranvir Singh, IFS (Retd) Village & Post – Hardas Pur, Tehsil – Phagwara, Distt. -- Kapurthala Punjab – 144 411 # 9711000103

Email: ranvirbains@hotmail.com



(A Joint venture company of NFL, EIL & FCIL)
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### **Integrity Pact**

(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)

| Ramagundam      | Fertilizers  | and Chemicals   | Limited (RFCL)                      | hereinafter  | referred to   | as "The    | ePrincipal". |
|-----------------|--------------|-----------------|-------------------------------------|--------------|---------------|------------|--------------|
|                 |              |                 | AND                                 |              |               |            |              |
|                 |              |                 |                                     |              | _Hereinafter  | referred   | to           |
| As "The Bidde   | r/Contractor | "               |                                     |              |               |            |              |
| <u>PREAMBLE</u> |              |                 |                                     |              |               |            |              |
| The Principal i | ntends to aw | ard, under laid | down organizati                     | onal procedu | ures, contra  | ct for     |              |
|                 |              |                 |                                     |              |               |            |              |
| (Bid Documen    | t No. /RFQ N | lo              |                                     |              |               | )          |              |
| •               |              | •               | all relevant law relations with its |              | d, rules, reg | julations, | economic     |

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.

### **Section 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 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 acriminal 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 caninitiate 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



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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, brokersor any other intermediaries in connection with the award of the contract.
- 2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offencesoutlined 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.

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# RFCL

### Ramagundam Fertilizers & Chemicals Limited

(A Joint venture company of NFL, EIL & FCIL)
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### Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

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

## Section 7: <u>Criminal charges against violation by Bidder(s)/Contractor(s)/Sub-Contractors(s).</u>

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**

- The Principal appoints competent and credible Independent External Monitor for this Pact.
   The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
- 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
- 7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
- 8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word "Monitor" word include both singular and plural.

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### Section 9: Pact Duration

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

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

### Section 10: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdictionis the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made inwriting.
   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.

| 150-2  |  |
|--|--|
| For & on behalf of the Principal)  | (For & on behalf of Bidder/Contractor) |
| PRADEEP VARSHNEY Gener PMicrager (Materials) Ramagundam Fertilizers and Chemicals Limited Ramagundam, Dist. Peddapalli-505210, (T.S) | (Office Seal)                          |
| Place: New Delhi<br>Date: 24.06.2024   | 4                                      |
| Witness 1: Dawy  | Witness 1:                             |
| (Name & Address)   | (Name & Address)                       |
| Ramya.M., DM-Mtls. RFCL, Ramagundam.   |  |
|  |  |
| Witness 2:   | Witness 2:                             |
| (Name & Address)   | (Name & Address)                       |
| R. Ramadonh, AM (MH)   |  |
| BFCL, Ranagundan   |  |
|  |  |



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Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana

**ANNEXURE-A** 

## TECHNICAL SPECIFICATIONS FOR

### LOW TEMPERATURE CO-SHIFT GAURD CATALYST

### 1.0 General

The Low temperature CO-Shift Guard converter catalyst, Copper/Zinc/ Aluminium Oxide shall be supplied for using in the M/S HTAS designed NG based Ammonia Plant in RFCL.

Ammonia Plant in RFCL is a single stream Ammonia & Urea complex, Ammonia plant has capacity of 2200 MTPD and is designed for NG feed only. LTG reactor acts as a guard for the downstream LTS converter by protecting it from Chlorine, poisoning, moisture, etc.

LTG reactor is designed for total catalyst volume of 19.2 m<sup>3</sup>. Catalyst supplied to be used in the above-mentioned reactor. Being higher capacity plant, all parameters given in this document are referred from PFD (Process Flow Diagram).

### 2.0 Scope of Catalyst supply

- 2.1 The Scope of supply will be manufacturing, testing, supplying and rendering technical assistance during loading and reduction of catalyst. The catalyst must be able to perform for continuous run with respect to mechanical strength, activity, ability to withstand process conditions at 110% plant load.
- 2.2 The offered catalyst must be in service for a period of at least **1** year in a similar service plant. Use of catalyst in Ammonia Plants or hydrogen plants shall be considered similar service.
- 2.3 Complete catalyst charge to reach at site within maximum 45 days from date of issuance of LOI. No extra cost on this account is admissible. The Party has to confirm to abide by delivery schedule and no deviation is acceptable.
- 2.4 Designed volume of loaded catalyst is 19.2 M<sup>3</sup>,
- 2.5 LTG Converter Top Layer of bed: Loaded Volume 4.2 M<sup>3</sup> LTG Converter Remaining Bed: Loaded Volume 15 M<sup>3</sup>

### 3.0 The operating parameters and process gas composition.

### Inlet operating conditions

Pressure =  $33.0 \text{ kg/cm}^2\text{g} (34.8 \text{ kg/cm}^2\text{g PFD value})$ 

Temperature = 195°C-210°C (EOR),



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### Inlet Gas composition

|                      | Gas                       | (Vol.% dry) |
|----------------------|---------------------------|-------------|
| uo                   | H <sub>2</sub>            | 59.45       |
| composition          | N <sub>2</sub>            | 21.52       |
| dwo                  | СО                        | 3.25        |
| Gas c                | CO <sub>2</sub>           | 15.21       |
|                      | Ar                        | 0.26        |
|                      | CH <sub>4</sub>           | 0.31        |
| Gas flow dry basis N | m3/hr                     | 349747      |
| Steam flow with gas  | 119307                    |             |
| Operating pressure   | 33.0 kg/cm <sup>2</sup> g |             |
| Temperature          |                           | 195ºcelcius |

### 4.0 <u>Information and services to be provided by Vendor.</u>

- 4.1 Catalyst Supplier shall be providing complete technical assistance including half yearly catalyst performance evaluation free of cost during entire life of catalyst.
- 4.2 Catalyst Specifications indicating Composition, size and shape, Trade Name, crushing strength, etc to be provided.
- 4.3 The offer must be submitted along with detailed justification/write up for achieving performance considering available volume in the reactor (R-205). GA drawing attached.
- 4.4 R-205 converter is loaded with 25mm Ceramic ball at bottom of 150 mm height + Catalyst + top layer of 25mm Ceramic balls of 100 mm height. The pressure drop across Guard converter is measured at 100-PDI-2150 indicating drop across both Ceramic balls and catalyst. The value indicated by 100-PDI-2150 shall be used for guarantee purpose.
- 4.5 The detailed reference list including year of catalyst charge loading, Plant Capacity and life achieved per charge in Indian Natural gas Reforming based plants is to be provided.
- 4.6 The expected outlet gas composition, temperature profile and pressure drop across the converter over a period of **2 years** of catalyst life (year wise) for 100% and 110% Plant load to be provided separately. The operating pressure shall be in range 30 kg/cm²g to 35 kg/cm²g and inlet temperature 190-195°C at SOR conditions. However depending upon upstream boiler conditions and control system limitations temperatures may go up to 210 °C for limited period. Similar conditions are to be used for offering guaranteed values.
- 4.7 The vendor must submit Catalyst Reduction procedure, details of by-products formation during normal operation and catalyst poisons and their limits in ppm vol/vol (also permissible duration of exposure) in the LT Shift Guard Converter inlet feed gas.

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### 5.0 **Shelf life of the catalyst**

5.1 Shelf life of the catalyst shall be min 4 (four) years. However, the warranty of the catalyst starts when the catalyst comes in contact with the process gas. RFCL shall ensure storage of the catalyst as per the recommendations of the vendor.

5.2 Catalyst shall be minimum life 2 years' service from the date of contact of the catalyst with process gas and as conditions mentioned in clause 3.0.

### 6.0 **Catalyst reduction**

- 6.1 Catalyst reduction shall be carried out either separately while main plant is running or during startup of the plant, after catalyst replacement. The supplier shall clearly indicate in their technical offer and provide following services.
- 6.2 Catalyst reduction and start up procedure to be provided. The catalyst loading and reduction activity to be carried out in presence of Vendor specialists. Minimum and Maximum H<sub>2</sub> Flow requirement for LTG catalyst reduction shall be mentioned by the vendor.
- 6.3 Normal reduction time shall be specified by the vendor based on recirculation N2 flow rate of 75000 Nm3/h.
- 6.4 Reduction will be deemed complete once the reduction hydrogen gas percentage at the outlet is within 95% of inlet hydrogen flow. Reactor will be taken on line depending on other plant conditions and this will not impact the performance of the catalyst.
- 6.5 Catalyst reduction shall be carried out under the close supervision of expert of catalyst supplier at site on free of cost basis during catalyst reduction at start-up of the plant after catalyst replacement. Party will be intimated seven days in before the charging of the catalyst.

### 7.0 **Guarantees**

- 7.1 Chlorine slip shall not be higher than **0.50** ppbv during guaranteed life in any case for max of 0.1 ppmv at the inlet of LTG i.e. SOR and EOR of the LTG catalyst during the service life of catalyst.
- 7.2 CO slip at the end of 1 year shall not be more than 2.95 dry mol %. However the catalyst should continue to guard the main catalyst for chloride poison for the remaining life up to 2 years.
- 7.3 Pressure drop across the LTG catalyst bed during guaranteed life of the catalyst shall not be more than 0.29 kg/cm<sup>2</sup>g.
- 7.4 The catalyst must be able to meet the performance guarantees @ 100% of Plant load.

### 8.0 Liabilities.

If the performance of the catalyst fails to prove the guarantee as specified in the guarantee clause 7, and if after thorough investigation jointly by RFCL & vendor, it is established beyond doubt that the observed failure is attributable to deficiency of catalyst then supplier shall be held responsible for such failure. In such condition vendor shall either replace the catalyst or issue credit note on the purchased value on linear pro-rata basis for the remaining guaranteed life as per below formula:

# RFCL

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8.1

Pro-rata replacement or reimbursement of PO value for the guaranteed life of 1 year if Pressure drop is more than  $0.29 \text{ kg/cm}^2\text{g}$  or CO slip > 2.95 drymol% as per the formula given here under as per Clause no. 7.2

Replacement Volume = ((G-P)/G)\*Invoice quantity.

- G = Guaranteed Life in months (12 Months)
- P = Period from initial start up to the actual date of discharge

If, the vendor fails to comply with the above liability clause, RFCL shall have the right to forfeit the PBG.

- **9.0 Penalty for late delivery:** Complete Catalyst charge delivery at site to be made within 45 days time from date of issue of LOI. Delay in delivery shall attract penalty @ 0.5 % of contract value per week or part thereof subject to maximum penalty of 5.0 % of contract value (within ten weeks).
- 10.0 The vendor shall submit a security deposit Cum- performance bank guarantee within 10 days of issue of purchase order. SD cum PBG will be @5% of order value. Same shall be valid for a period covering the Delivery Period + Catalyst Guarantee/Warranty period + 3 months claim period. SD cum PBG may have to be extended suitably if required to cover the guaranteed life period from the date of contact of gas with catalyst+3 months claim period. Otherwise, you will have to submit another bank guarantee @5% of PO value covering guaranteed life period from the date of gas contact with catalyst + 3 months claim period within 15 days of actual start of catalyst operation or start of reduction.

### 11.0 Performance Test

The measure of catalyst performance will be a 48 hrs test period. During this time period the unit under test will be operated at Front end Plant Load Capacity of 2200 MTPD. At the end to this period, samples will be taken from the effluent stream of the unit under test. The guarantee will apply to the analytical results obtained from these samples as stated in the performance specifications. If any time during the guaranteed period the catalyst user feels that the catalyst is not delivering performance as guaranteed, 48 hrs test will be applied as measure of performance in the presence of catalyst vendor. Party will submit a report comprising all relevant process parameter, lab results etc. duly signed by party and RFCL with conclusion for review of RFCL.

### 12.0 Documents to be submitted by Vendor

- 12.1 Material handling and storage recommendations.
- 12.2 MSDS of the offered catalyst.
- 12.3 Year wise expected performance for 2 years period at 100% and 110% load in terms of inlet and outlet temperature, pressure drop, CO Slip separately etc. However vendor has to give and prove guarantee for 100% load as asked under clause 7.



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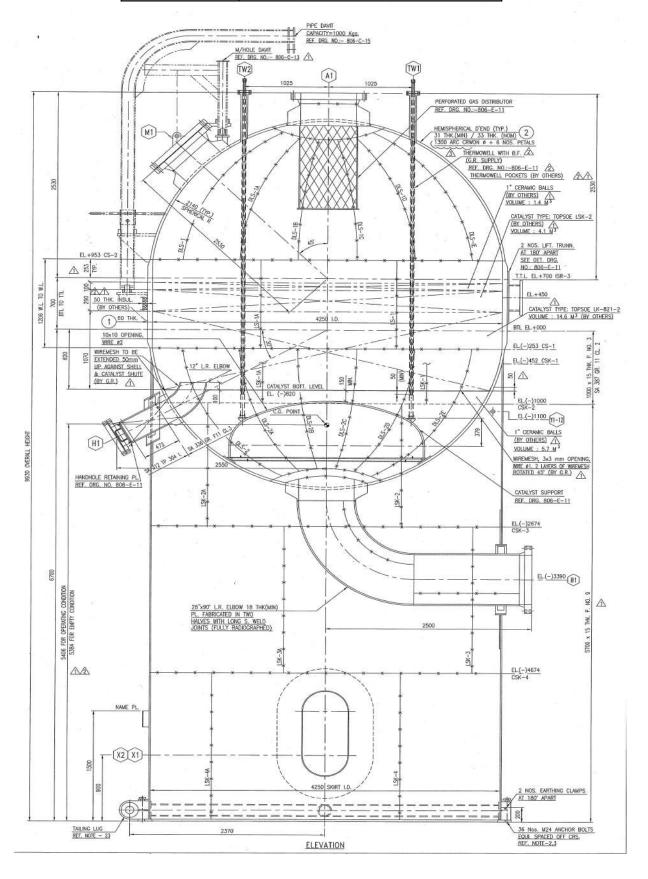
- 12.4 Catalyst loading and unloading procedures.
- 12.5 Special precautions to be taken during loading and reduction of the catalyst.
- 12.6 Detail write up of catalyst reduction procedure to be submitted with technical bid.
- 12.7 Test certificates in respect of mechanical strength of catalyst, quality of catalyst manufacturing confirmation etc. to be submitted at the time of dispatch.
- 12.8 Reference list of users of the offered catalyst for similar duty.
- 12.9 Analytical procedures, charts/curves or any other technical information may be necessary for the operation of the catalyst or to verify the catalyst activity during operation.
- 12.10 Document mentioning Max. Allowable Sulphur & Chloride content in the inlet gas, Sulphur & Chloride content in fresh catalyst, Maximum quantity of Sulfur and Chloride that catalyst can take without affecting its strength.
- 12.11 Document mentioning the expected outlet gas composition, temperature profile and pressure drop across the converter over a period of catalysts guaranteed life (year wise) for 100% and 110% plant load to be provided separately.

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| RAMAGUNDAM FERTILIZERS AND CHEMICALS Ltd, RAMAGUNDAM |   |  |  |  |  |
|--|---|--|--|--|--|
| PLANT  | AMMONIA   |  |  |  |  |
| DRWAING  | LOW TEMPERATURE CO SHIFT CONVETER<br>GUARD, R-205 GA DRAWING. |  |  |  |  |





| Α | Gas Inlet  | 1 | 28"    |
|---|------------|---|--------|
| В | Gas Outlet | 1 | 28"    |
|   |            |   |        |
| Н | Hand Hole  | 1 | 12"    |
| М | Man Hole   | 1 | 24"    |
| Р | Thermowell | 2 | 2", 2" |
|   |            |   |        |
|   |            |   |        |