



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

**RAMAGUNDAM FERTILIZERS AND
CHEMICALS LTD**
4th FLOOR, KRIBHCO BUILDING,
NOIDA, SECTOR-1
GAUTAM BUDH NAGAR – 201301 (U.P.)

Tender For Golden Yellow colour HDPE Bags

JANUARY - 2023

E-Tender ID: RFCL- 54505



RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD
CORPORATE OFFICE: NEW DELHI

TENDER NO. RFCL/C&P/HDPE_BAGS/2023/1

DATE: 10.01.2023

SPECIAL INSTRUCTIONS TO TENDERERS

1. Mode of Tendering:

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to do procurement of Golden Yellow colour HDPE Bags, for packing of 45 kg Neem Coated Urea against this tender through e-tendering and reverse auctioning. The NIT will be posted on website <https://rfcl.abcprocure.com> from where the registered vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. Subsequent to Price Bid opening, online reverse auction will take place.

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. Shashi Prakash,**
Sr. Manager (Contracts & Procurement)
RFCL, Corporate Office,
4th Floor, KRIBHCO Building, Wing-A, SECTOR-1, NOIDA-201301
Contact No. 0120-2553614
E mail: sprakash@rfcl.co.in

b) M/s. E-Procurement Technologies,

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

2. (a) Pre-Requisites for System using e-Procurement sites:
- Windows 7, 8, 10 professional

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

(b) Pre-Requisites for DSC Registration:

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

(c) Pre-Requisites for Login Credentials:

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate.
- 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 info@abcprocure.com , dsc@abcprocure.com , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.



3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
5. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
6. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
7. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

8. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, reverse auction and subsequent clarification/amendment in schedule etc. shall be communicated to registered vendors separately by emails/letter message. The same is also available on the above mentioned website against this tender.

Tender Schedule for Golden Yellow Colour HDPE Bag is –

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	10.01.2023 at 11:00 hrs.
2	End Tender Document Download	20.01.2023 at 16:00 hrs.
3	Due/ last date of submission Bids	20.01.2023 at 16:30 hrs.
4	Techno-commercial Bids Opening	20.01.2023 at 16:45 hrs.
5.	Price Bid Opening	To be intimated
6	Reverse Auction	To be intimated

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

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

11. **Tender Opening:**

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

Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.

12. **Place for conducting Reverse Auction:**

The eligible bidders can participate in the online reverse auction from any place of their choice and need not to visit our NOIDA office for this purpose. The reverse auction shall however be done on website <https://rfcl.abcprocure.com>. The password and User ID for this activity shall be allotted to eligible bidders later on before start of reverse auction

Though a vendor need not visit RFCL's office for participating in this tender but in case RFCL opts to have negotiations with the R1 bidder (Lowest bidder after conclusion of Reverse Auction) as per clause no.17 given below, such negotiations shall be held at RFCL's NEW DELHI office only. Prior intimation shall be given for the same.

13. **Starting/Base Price for Reverse Auctioning:**

The Opening Price/base price for Reverse Auction will be informed after the Opening of Financial/Price Bids. This shall be the lowest landed (FOR Destination) rate received against the initial price bids submitted by participating vendors.

The Duration for the Event would be for 45 min. The Bid Decrement would be 2 paisa for first 30 min. and 1 paisa for the last 15 min. If any supplier tries to bid in the last 3 minutes then the Bid Duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 3 minutes. RFCL would be given one Buyer Login Id to view the event.

Availability of Internet connectivity is the responsibility of the bidders. Non availability of Internet connectivity/proper band width, electricity failure, virus attack, problem with PC, any unforeseen circumstances at bidders end etc before or during the auction event will not be accepted as reason for nonparticipation in the E-Reverse Auction. Further, merely login into the system during e-Reverse Auction shall not be treated as participation in e-Reverse Auction process.

14. **Matching of Prices:**

After conclusion of Reverse Auction, all the participant bidders (except the lowest bidder after Reverse auction) shall be required to give their consent to match the final R1/negotiated R1 price or otherwise. If the vendor accepts the final R1 /negotiated R1 price, then he will give the Quantity which can be supplied by him at final R-1/negotiated R1 price. If the vendor does not accept the price then he will give the confirmation for non-acceptance. The rate for matching purpose shall also be the landed (FOR Destination) rate.

All the vendors whose price bids were opened initially shall be given the option of matching the final R-1 price (i.e. lowest price received after Reverse Auctioning)/negotiated R1 after closing of Reverse Auctioning event in case of the required quantity is not covered from the quantity

offered by the participating bidders in the reverse auctioning.

15. The contract shall be finalized on unit rate basis. Rates to be quoted should be based on the **Ex-Depot Delhi** for HDPE and LDPE Grade. Basic Polymer prices (HDPE Raffia Grade-E52009 and LDPE 24FS040) prevailing as on **01.01.2023 i.e. HDPE @ Rs. 110300/- PMT & LDPE@ Rs. 112670/- PMT.**

16. For calculating the break-up of price of a particular vendor for the purpose of determining the component of GST and forwarding & freight charges etc. at the time of placement of P.O, back working of price from the final R-1/ matched landed price shall be done by keeping the absolute value of forwarding & freight charges, percentage of GST as fixed as quoted by the vendor in his initial price bid. No separate confirmation shall be taken for the same from the vendors.

17. RFCL reserves the right to negotiate with R1 bidder after conclusion of reverse auction at its sole option. In such case, the negotiations shall be held with R1 bidder only at RFCL's NEW DELHI office and prior intimation shall be given by RFCL to such bidder. The Contracts may be awarded to multiple vendors out of those bidders who agree to match the final R-1/negotiated R1 price.
18. For the distribution of order quantity among the successful vendors, as per sr. no. 17 above, priority shall be given in accordance with the hierarchy after reverse auction instead of the initial price bid hierarchy i.e. the criteria of distribution shall be based on rates of R1, R2, R3 bidders and so on subject to their matching of R1/negotiated R1 rates. In case the complete quantity does not get covered as per the above-proposed arrangement, then the original hierarchy shall be taken into consideration.
19. The quantity indicated herein is our estimated requirement for 3 months, which may vary as mentioned at Sr. No. 26 below. The order shall however be considered & finalized on the basis of quantity offered per month by a vendor. Accordingly, vendors are to quote maximum offered quantity per month for 3 months.
20. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.
21. RFCL reserves the right to reject or accept any tender without giving any reason.
22. The bids not accompanied with the requisite Earnest Money may not be opened.
23. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

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

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.
4.	Reverse Auctioning (RA) started but failure occurred at RFCL end before completion.	The reverse auction event shall be suitable extended / shall be restarted again after rectification by giving a new schedule for the same, which shall cover the left over time period as per the original schedule subject to minimum of 15 minutes . On restart of reverse auction, the last R1 price received during reverse auction at which the reverse auction event got terminated, shall be the starting price.
5.	Matching of final R1/negotiated R1 price could not start.	Under such circumstances, all the bidders (except final R1 bidder) who have participated in the tender & submitted their bids online shall be requested by letter/email to submit their acceptance to match the final R1/negotiated R1 price or otherwise. This can be done by vendors by email message

		followed by signed original registered/speed post lettered letter.
6.	Matching of Price event started but could not be completed.	The bidders who were not able to submit their response during Matching of price event shall be requested by letter/email to submit their acceptance to match the final R1/negotiated R1 price or otherwise. This can be done by vendors by letter message followed by signed original registered/speed post letter.

24. **Name & Address of Consignees/Unit:**

CGM (Proj), Ramagundam Fertilizers And Chemicals Ltd Distt- Pedapalli, Telangana
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25. **Payment Mode:**

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

26. **Approximate Quantity: 82.80 lakhs**

The approximate required quantity of Golden Yellow colour HDPE Circular bags, for packing of 45 kg Neem Coated Urea, bag size 930 x 570 mm (Inside) is 82.80 lakh bags, over a period of 3 months at Ramagundam Plant site.

If during the currency of contract, there is changes in requirement of size of 45 kg HDPE bags, the supplier shall have to supply such bags as per size, weight & printing matter and other specifications of NIT at pro-rata rate of Urea bags finalised against this tender, on weight basis.

Presently RFCL does not have any specific requirement at this moment for any other size of bag, however, if during the currency of contract such demand arises, the supplier shall have to supply such bags as per specifications in NIT at pro-rata rate of Urea bags as per contract on weight basis. The quantity is subject to revision upward/downward at the time for placement of order.

The quantity for which the order will be placed on this tender would also be subject to variation by +/- 10% during the period of Contract at sole discretion of RFCL.

Vendors have to quote single FOR destination price for Ramagundam Unit. The above-indicated percentage however can change at the sole option of RFCL depending on the actual requirement. Bidders should quote, quantity offered per month (in lakhs) – MINIMUM QTY. OFFERED SHOULD BE 4.0 LAKH BAGS PER MONTH.

27. **Printing:**

The bags are to be printed on one side in two/three colors as per drawing which will be given with the order. The printing should be bright and scratch proof.

28. **GST Nos.**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY



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

30. **Integrity Pact.**

Bidders will sign the Integrity Pact as per enclosed format which is an integral part of The tender documents, failing, which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: www.rfcl.co.in.

The Name & e-mail addresses of IEMs are as under:

- 1) Sh. Jagdish Prasad Meena, I.A.S (Retd),
e-mail : meenajp@gmail.com
- 2) Sh. Ashok Kumar Garg, ITS (Retd),
e-mail : akgarg1654@gmail.com.

Kindly upload duly signed copy of Integrity pact along with other documents.

(Shashi Prakash)
Senior Manager (Contracts & Procurement)

Qualifying Criteria for participation in this Tender for supply of HDPE Bags

S.No.	Acceptance Criteria in the present tender for supply of HDPE Bags to RFCL	Requisite documents submitted by bidders.
1.	Only bags manufacturers who are registered / Enlisted with Neem coated Urea Manufacturers in India (PSUs) / Co-Operatives / Large Urea Manufacturers (having annual production capacity- 6 lakh MT/Yr combined capacity of Company) shall apply.	Valid Factory License along with copy of valid enlistment letter of Large Urea Manufacturer(s) may be submitted.
2.	The vendors should have minimum manufacturing capacity of 8 lakh bags per month.	Undertaking to this effect should be submitted by bidder(s) on their Letter head.
3.	The applicant vendor should submit an undertaking (On their letterhead) to be able to supply minimum 4 lakhs HDPE Bags per month to RFCL, if given such Order / requirement.	Undertaking to this effect should be submitted by bidder(s) on their Letter head.
4.	Bidder must not be blacklisted, Delisted, on negative list, Holiday list by any government department, public sector undertaking Co-operative company.	Self-certification for this stipulation on Party's letter head should be submitted.
5.	The prospective HDPE Bag suppliers should be in the business of supplying bags for the last 2 years w.e.f. 01.11.2020 to 31.10.2022.	Copies of Purchase Orders and their corresponding Invoice(s) / Delivery Order(s) may be submitted in support of your claim.
6.	Vendors who confirm unconditional acceptance to participate in E-procurement and Reverse Auctioning Tenders shall only be considered.	Self-certification for this stipulation on Party's letter head should be submitted.
7.	RFCL has signed Memorandum of understanding (MOU) for implementation of Integrity Pact with Transparency International India. Only those vendors/bidders who enter in to such Integrity Pact with RFCL, qualifies to participate in the bidding process. Vendors who confirm unconditional acceptance to sign the Integrity Pact Agreement (Format enclosed) shall only be considered for evaluation.	Signed copy of Integrity Pact may be submitted by prospective bidder(s).
8.	The annual turnover of the bidder shall not be less than 18 Crores (in any of the last two years).	Audited balance sheet in support of this stipulation for the financial year 2020-21 and 2021-22 should be submitted by the party.

Tender for supply of Golden Yellow colour HDPE Bags (Terms & conditions)

1.00 SUBMISSION OF TENDERS

- 1.01 The tenders will be submitted on line on the web site <https://rfcl.abcprocure.com>. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 1.02 All tenders should be submitted online digitally signed and sealed by using digital certificate.
- 1.03 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.
- 1.05 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

2.00 COMPENSATION FOR SUBMISSION OF TENDERS:

The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though RFCL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

3.00 CHANGES IN TENDER SCHEDULE:

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

4.00 ACCEPTANCE/REJECTION OF BIDS:

RFCL reserves the right to accept or reject, at their sole discretion, any bid/all bids in whole or in part without assigning any reasons thereof.

5.00 VALIDITY OF TENDERS:

The tenders must be valid for acceptance for 120 (One Twenty) days from the techno-commercial bid opening date.

6.00 EARNEST MONEY:

- 6.01 Tenderers must submit Earnest money deposit of Rs. 1,00,000/- (Rupees One Lakh Only). The tenderers will have the option of submitting 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 in New Delhi (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 by online payment mode. The charges, if any, for online payment or for DD for submission of EMD will be borne by bidder. Tenders without earnest money deposit are liable to be rejected. In case of submission of EMD by DD, it should be ensured by the vendor that the original DD is received by RFCL

before opening time of techno-commercial bids for verification of the details of DD given online by the vendors.

EMD can be deposited in RFCL's account through RTGS/NEFT & details of this transaction with UTR No. To be submitted along with technical bid for verification. RFCL's Bank details for RTGS/NEFT are as follows:

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

6.02 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.

6.03 Earnest money of the successful tenderers shall be returned on submission of security deposit.

6.04 Earnest money deposited by unsuccessful tenderers shall be returned as early as possible.

6.05 No interest will be paid on the Earnest Money Deposit.

6.06 Parties can opt for electronic refund of EMD. Under this option, charges if any shall be borne by the vendor.

7.00 **CLARIFICATION:**

For any clarification against this invitation of bid, please contact **Sr. Mgr (C&P)** RFCL NOIDA on 0120-2553614, E mail: sprakash@rfcl.co.in

8.00 **SECURITY DEPOSIT:**

8.01 Security Deposit will be paid by every successful tenderer irrespective of the fact whether he is registered as SSI etc. **The security deposit to be furnished by the successful tenderer for the faithful and proper fulfilment of the contract shall be 3 % of the basic value of the Purchase Order.** The security deposit for the entire order value (excluding taxes) will be deposited by supplier with RFCL, C.O. NEW DELHI .In case of default, the entire S.D. shall be liable for forfeiture under Purchase Order.

8.02 A period of 10 days from the date of issue of P.O for depositing security money direct to RFCL C.O. NEW DELHI will be allowed.

8.03 The tenderer have the option to submit security deposit through Bank Guarantee. The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by RFCL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 6 months after the expiry of the contract. **The Bank Guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through supplier. The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to "State Bank of India, RFCL, Ramagundam, Telangana - 505210. (Branch Code: 061777), RTGS/IFSC Code: SBIN0061777,"**



- 8.04 The security deposit shall be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. RFCL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 8.05 The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- 8.06 In the event of any breach of any terms and conditions of the contract, RFCL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer shall make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- 8.07 The amount so drawn shall not in any way effect any remedy to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.
- 8.08 The security deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by RFCL. It shall be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 8.09 The security deposit shall not carry any interest.
- 8.10 No payment will be released until receipt of SD or receipt and confirmation of BG in lieu of submission of 'Security Deposit'.
- 9.00 THE TENDERERS MUST SUBMIT/UPLOAD ONLINE, ONE SET OF THE TENDER DOCUMENT DULY DIGITALLY SIGNED BY USING DIGITAL CERTIFICATES IN TOKEN OF ACCEPTANCE OF ALL THE TENDER CONDITIONS ALONGWITH THEIR TECHNO-COMMERCIAL BID FAILING WHICH THEIR TENDER MAY NOT BE CONSIDERED.
- 9.01 **CLEAR UNDERSTANDING:**
- When a tenderer submits his tender in response to this tender, he will be deemed to have understood fully all requirements, terms and conditions. No extra payment will be made on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
- 9.02 **AWARD OF CONTRACT:**
- Award of contract is at the sole and absolute discretion of RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD, which shall not be disputed. Purchase Order issued on the basis of this tender will be called the contract.
- 9.03 The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other term and condition that might have been indicated in the tender submitted by the tenderer. The general conditions printed on the back of the Purchase Order/proforma will be applicable except where these are expressly waived/modified in the Purchase Order.

10.00 **PERIOD OF CONTRACT:**

The Purchase Order will remain in force for a period of THREE months from the date of issuance of LOI/order and is extendable for a further period of THREE months on mutual consent of Parties & RFCL.

11.00 **DIVIDING THE QUANTITIES BETWEEN SUPPLIERS:**

Since packing Material is a vital input required for maintaining dispatches of the products in an uninterrupted manner without causing any constraints on the production of our plants, orders will be placed on multiple suppliers out of those bidders who agree to match the final R-1/negotiated R1 price after the Reverse Auctioning.

11.01 The allocation of quantity among bidders other than R-1 (who matches the final lowest price) shall be based on the hierarchy of comparative position after reverse auction instead of the initial price bid hierarchy i.e. the criteria of distribution shall be based on rates of R1, R2, R3 bidders and so on subject to their matching of R1/negotiated R1 rates. In case the complete quantity does not get covered as per the above-proposed arrangement, then the original hierarchy shall be taken into consideration.

11.02 **Considering the requirement of Golden Yellow colour HDPE bags quantities will be allocated to SIX (6) parties.** However, If total quantity offered by these parties (at matched rates) or total requirement ,as per NIT, cannot be met from these parties after taking into account clause no 11.03 of NIT, RFCL at its sole option can increase the no. of parties as per distribution pattern as under:

In case distribution between	Ratio in Percentage
Five Parties (R-1 to R-5)	35 : 20 : 15 : 15 : 15
Six Parties (R-1 to R-6)	30 : 20 : 15 : 15 : 10 : 10
Seven Parties (R-1 to (R-7)	30 : 20 : 15 : 15 : 10 : 5 : 5

11.03 The distribution pattern for splitting the orders at matched rate will be broadly as Indicated above, depending upon the number of parties, who matched rates.

a) The distribution of quantities will be done among parties indicated in clause no 11.02. However, in case number of parties matching R-1/Negotiated R-1 rate is less than stipulated in clause no 11.02 of tender documents, the eligible quantity of parties, shall be calculated based on ratio of distribution as above pertaining to number of parties who matched R-1/Negotiated R-1 rate. :

In case distribution between	Ratio in Percentage
Two Parties (R-1 to R-2)	60 : 40
Three Parties (R-1 to R-3)	45 : 30 : 25
Four Parties (R-1 to R-4)	40 : 25 : 20 : 15

Any shortfall in quantity ,for covering the total requirement of bags against the tender ,shall be met by increasing one truck lot size Quantity of bags for each party in their Eligible Quantity ,subject to maximum of their offered quantity ,as per the hierarchy after reverse auction (i.e. R1, R2, R3 and so on) till the total requirement of bags against the tender is covered.

The above process of increasing one truck lot size quantities of bags for each party in their Eligible Quantity shall be repeated as per their hierarchy after reverse auction, on completion of one cycle of allotment of quantities, till the total requirement of bags against the tender is covered.

b) In case number of bidders agreed for matching R-1/Negotiated R-1 rate, is equal to the number of bidders specified in the tender clause no. 11.02, however, the complete

quantity could not be distributed because of less quantity offered by one or more of eligible parties.

The shortfall in quantity for covering the total requirement of bags against the tender, shall be met by increasing one truck lot size Quantity of bags for each party in their Eligible Quantity, subject to maximum of their offered quantity, as per the hierarchy after reverse auction (i.e. R1, R2, R3 and so on) till the total requirement of bags against the tender is covered.

The above process of increasing one truck lot size quantities of bags for each party in their Eligible Quantity shall be repeated as per their hierarchy after reverse auction, on completion of one cycle of allotment of quantities, till the total requirement of bags against the tender is covered.

- c) If number of bidders agreed for matching R-1/Negotiated R-1 rate, is more than the number of bidders specified in the tender clause no. 11.02. However, and total requirement could not be met by requisite number of parties specified in the clause no 11.02 or due to lesser quantities offered by bidders as compared with their entitlement.

- i) In case, leftover quantity after distribution among requisite parties is more than 3.00 lakhs bags (rounded off to truck lot size) per month, Leftover requirement after allocation to stipulated number of parties as per NIT may be met by increasing the number of parties for ordering based on the hierarchy after reverse auction till the total requirement of bags against the tender is covered.

Additional parties than stipulated in clause no. 11.02 of NIT may be allocated quantity in order of their hierarchy after reverse auction, for minimum quantity of 3.00 lakhs bags per month subject to adjustment of quantity as per truck lot size.

- ii) However, in case leftover quantity is less than 3.0 lakhs (rounded off to truck lot size) per month or in case the total requirement of bags against the tender still does not get covered up with above arrangement as indicated in clause no. 11.03 (c) (i), then the shortfall quantity may be met by increasing one truck lot size Quantity of bags for each party (including additional parties) in their Eligible Quantity, subject to maximum of their offered quantity, as per the hierarchy after reverse auction (i.e. R1, R2, R3 and so on) till the total requirement of bags against the tender is covered.
- iii) The above process of increasing one truck lot size Quantities of bags for each party may be repeated as per their hierarchy (after reverse auction) on completion of one cycle of allotment of quantities till the total requirement of bags against the tender is covered.

- d) The above distribution will be subject to variation at RFCL's sole option and adjustment in quantity shall be made to make the truck lot size, as offered by party, subject to maximum of 1.20 lakh Bags per truck lot size.

11.04 In any case none of the parties shall be allocated less than 3.00 lakh bags per month.

11.05 In case of new vendors pre-qualified recently (*All those vendors who shall be qualifying for placement of P O for supply to RFCL Unit for the first time shall be considered as new vendors irrespective of the fact that earlier such vendors had participated in RFCL tenders but had not got orders as they had not matched the final /negotiated R-1 price.*), the maximum quantity to be allocated shall not in any case exceed 10% of RFCL's total requirement irrespective of their hierarchy. However, in case RFCL's requirement is not being met due to lesser quantity offered by other vendors; higher quantities may be allocated to such new vendors to meet the requirement of RFCL.



12.00 **ARBITRATION:**

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute still persists, the arbitration proceedings will follow.

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to CEO, RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD for appointment of Arbitrator.

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

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

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

13.00 **JURISDICTION:**

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof shall be instituted in a court of competent jurisdiction in the state of Telangana.

14.00 **DELIVERIES/DESPATCHES:**

Timely delivery will be considered as the essence of the purchase order. The actual date of receipt of the bags at the consignee's place will be considered as the date of delivery, as the terms of the Purchase Order are on F.O.R. destination basis. A period of **30 days** will be allowed for completion of supplies against D.O., which will commence from the date of issue of Letter / e-mail D.O. The suppliers will have to complete the quantity meant for one month preferably on **3-4 weekly** instalments basis. However, PRS for delay in supplies would be chargeable from the next day after due date of completion of the supplies against the particular D.O.

Delivery due date for bags supplied as replacement for rejected bags:

In case of rejection of bags, if the replacement is received within 30 days of the notice of final rejection of initially rejected bags, the date of supply of original lot which was rejected shall be treated as actual date of supply for the purpose of determining the PRS, if applicable. In case the replacement is received after 30 days of the notice of final rejection of original lot, then the actual date of receipt of replacement shall be considered as the actual date of supply for the purpose of determining the Penalty for delay, if applicable.

- 14.01 In case of delay in delivery beyond the contractual delivery date, Seller shall claim payment against any despatches, after reducing the invoice value on account of price reduction schedule due to delay in delivery (@ half percent (1/2%) of the delayed

supply of that particular Delivery Order Value only (DOV) (Supply) for every week of delay or part thereof, limited to a maximum of Five percent (5%) of the delayed supply of that particular Delivery Order Value only (DOV) (Supply). The delivery Order value shall be excluding GST.

14.02 The supplies shall be made in chronological order i.e. the delivery order issued first shall be completed first. This however does not apply to replacement of rejected bags.

14.03 If the delivery of instalment(s) is delayed by the successful tenderer beyond 15 days from date(s) stipulated, RFCL can also notify the concerned successful tenderer by letter/email, confirmed by a letter that the goods have not been delivered. RFCL shall thereupon have the right to exercise the following option, seven days after such letter/ email intimation of default to the concerned successful tenderer:

"To treat the default as a breach of contract and to terminate the contract forthwith forfeiting security deposit and taking other action against the tenderer within the provisions of the contract."

14.04 **NOTIFICATION OF DESPATCH:**

Notification of dispatch in regard to each and every consignment shall be made to the consignee as well as other officials (to be specified in the Purchase Order) of the RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD. Immediately on dispatch, the successful tenderer shall simultaneously supply to the consignee and also the Chief Manager (F & A) of RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD, Ramagundam a priced invoice and packing list of all the bags dispatched. Full details of the quantity of materials dispatched shall be given to enable the consignee to check the bags on arrival at destination and the document specified shall be presented to the Chief Manager (F & A) of the RFCL, Ramagundam to enable him to arrange payment.

15.0 **FORCE MAJEURE:**

Neither party shall 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 riot, earthquake, drought, floods, epidemics, 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 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 shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

15.01 **EXTENSION OF TIME OF DELIVERY:**

If failure as aforesaid in clause 15.00 shall have arisen from any cause which RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD may admit as reasonable ground for extension of time, RFCL will allow such additional time as it considers to be justified by circumstances of the case and will forgo the whole, or such part of the penalty as it may consider reasonable, or applicable by successful tenderer. Same will apply to force majeure invoked by RFCL also.

16.00 **SUBLETTING OF CONTRACT:**

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of the RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD in advance. In the event of the successful tenderer's subletting or assigning the contract or any part thereof without such permission. RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD shall be entitled to cancel the **Contract & forfeit the Security**



Deposit. Even in case, subletting is permitted. RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD shall not recognize any contractual obligations with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory, due and proper fulfilment of the contract.

17.00 REJECTION OF SUPPLIES:

- 17.01 Bags rupturing or giving way during bagging and loading operations will be rejected at the supplier(s) risk and cost. RFCL shall recover from supplier landed cost of such bags plus penalty of Rs.1.50 per bag up to rupturing of 0.3% from future bills of supplier(s).

Rupturing above 0.3%, during bagging & loading operations, will be termed as excessive rupturing & RFCL shall recover from supplier, landed cost of bag plus of Rs. 4.00 per bag for total ruptured bags.

The penalty for rupturing will apply for total ruptured quantity for each lot separately.

The supplier will have to arrange lifting of ruptured bags from the RFCL Units within 30 days of sending information to this effect failing which RFCL will dispose off the ruptured bags in whatever manner it deems fit and without any liability or compensation to the supplier.

- 17.02 Bags not conforming to specifications shall be rejected by RFCL and shall be replaced by the suppliers immediately. The rejected bags which shall lie with RFCL at the risk and cost of the suppliers and shall be defaced by the supplier by putting "X" mark across full face of bag in the presence of RFCL's representative and removed within 15 days from the date of notification of rejection, failing which RFCL shall have the right to exercise one or more of the following options:

- (i) To return the rejected bags (duly defaced by RFCL) on "freight to pay" basis at suppliers risk and cost including cost of defacing.
- (ii) To dispose of such bags at the supplier's risk and cost and the suppliers in such cases shall be deemed to have not supplied the rejected quantity of bags and shall be liable to the penalty in terms of the contract.

- 17.03 If any supplier supplies sub-standard bags, they would be liable to be delisted and debarred from participating in future tenders of RFCL. If debarred the suppliers would be notified of the same.

18.01 PAYMENT TERMS:

- a) *"100% payment would be made, subject to acceptance of bags, within 14 days of receipt of bags by the consignee on production of bills with supporting documents by the supplier for supplies made as per delivery schedule"*

In case of delayed supplies, RFCL reserves the right to release 90% adhoc payment pending re-fixation of prices as per Annexure-V (e). Any amount becoming recoverable on account of Price Reduction Schedule (PRS) in supply or on any other account against the previous supplies made against various delivery orders under a particular PO shall be adjusted before release of payment. The balance payment due to supplier in such cases (i.e. for delayed supplies) shall be released after re-fixation of prices. The bank guarantee/security deposit shall be released only after settlement of all the dues by the supplier.

- In case of delay in delivery beyond the contractual delivery date, Seller shall claim payment against any despatches, after reducing the invoice value on account of price reduction schedule due to delay in delivery (@ half percent (1/2%) of the delayed supply of that particular Delivery Order Value only (DOV) (Supply) for every week of delay or part thereof, limited to a

maximum of Five percent (5%) of the delayed supply of that particular Delivery Order Value only (DOV) (Supply).

- The delivery Order value shall be excluding GST.
- Delivery period shall be as defined in Delivery Order (D.O.)
- In case, while raising the invoices, the seller does not reduce the invoice value in the above manner, such deduction shall be effected from the seller invoices by purchaser while releasing the payment and Credit Note (GST compliant) for price reduction is required to be raised and submitted by the supplier.
- No payment shall be released in case credit note is not received by RFCL, in case of applicability of PRS.

b) **In case of supply of Urea bags at unit**, all documents for payment must be submitted direct to unit of RFCL, for payment. No document will be accepted through Bank.

c) It is the responsibility of the suppliers to send the dispatch documents immediately after dispatch and any demurrage incurred by RFCL on account of late receipt of document will be to supplier's account.

d) This will, however, be without prejudice to RFCL's right to withhold payment if the bags supplied against the order prove to be unsatisfactory and/or not in accordance with RFCL's ordering instructions.

The following document should be forwarded along with the invoice immediately after dispatch.

(i) **Every lot of bags supplied under PO/DO will be accompanied with Manufacturer's certificate stating that bags have been manufactured strictly as per specifications laid down in the NIT/PO/DO.**

18.02 Where supplies are not according to the specifications and are found to be sub-standard quality, these shall be rejected, further, in case of rejection of materials, the supplier shall refund payment made, if any, to them on this account immediately, such a rejection being brought to their notice by RFCL. If this is not done, the same will be recovered from outstanding bills and/or security deposit.

19.00 **RESEARCH AND DEVELOPMENT:**

The supplier shall render all assistance and facilities to RFCL with regard to research and development work relating to the modification of the quality and design specifications of the bags and shall also render all possible assistance to RFCL in carrying out manufacturing trials if any, when required by RFCL.

20.00 **SECRECY:**

Any information derived 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.

21.00 **LAWS GOVERNING PURCHASE ORDER:**

The purchase orders placed against this NIT shall be governed by the Indian laws.

22.00 RFCL shall mean and include Administrative and Executive Officers of the Ramagundam Unit (RFCL) who is authorized to deal with all matters relating to these presents on its behalf.

RFCL shall be entitled to retain the amount of any of its claim against the successful tenderer, whether liquidated or unliquidated arising out of the contract under reference or otherwise, however and set off the same prorata against any amount payable to the successful tenderer under the contract under reference, without prejudice and in addition to the other rights of RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD or recover the amount of any such claim by other remedies legally available.

24.00 RFCL reserves the right to examine and call for supplier's book of accounts and other related records to ascertain the correctness of price and its variation, specification of Materials used etc.

25.00 **GST (GOODS & SERVICE TAX):**

- (a) RFCL unit is registered under the GST ACT. The Goods & service tax as applicable will be paid by us.
- (b) The current rate of GST on the finished bags as on the date of quotation are to be indicated by the tenderers.
- (c) In case of any statutory increase/decrease in the GST beyond the rates prevalent on the date of tendering but within the contractual period for HDPE Bags, the Suppliers will give a certificate quoting the number and date of the notification and the effective date for the change and furnish a copy of the notification for any such increase/ decrease. Any such increase in the GST or any statutory new imposition of GST will be to RFCL's account within the Contractual period. Similarly any benefit of statutory decrease in the rate of GST would be passed on to RFCL by the suppliers within the Contractual period.

The benefit due to Set-off of GST if any, shall be taken by RFCL and the same shall not be considered while evaluation of bids.

26.00 **REIMBURSEMENT OF STATUTORY LEVIES IN CASE OF VARIATIONS (For Finished Bags):**

- (a) For increase in statutory levies (GST etc.)-

In case of increase in statutory levies, the reimbursement for the increase in statutory levies shall be made to the supplier who actually pay the increased statutory levies within the contractual delivery period only. Their maximum reimbursement due to such increase shall not exceed the differential amount (actually paid by the supplier- levies mentioned in PO). However, the total order rate shall be accordingly reworked considering increased rate of levy for arriving at revised landed price of bag.

- Any Increase in statutory levies is applicable for supplies made during the contractual delivery schedule only.
- However, such increase shall not be allowed to those suppliers who are exempted from paying such statutory levies.

- (b) For decrease in statutory levies (GST etc.)-

In case of decrease in statutory levies, the total order rate shall be reduced considering the impact of the actual reduction of statutory levies. The reduction due to decrease in statutory levies shall apply to all the suppliers i.e. to those who are actually paying such levies and to those who are either fully or partly exempted from paying such statutory levies. In case of fully or

partly exempted suppliers, their basic price shall be reduced by back calculations so as to bring their landed price at par with those suppliers who are not exempted from such levies.

- In the case of decrease in statutory levies, the same will be passed on to RFCL by suppliers in cases of delayed supplies also.

27.00 **EFFECTIVE DATE IN CASE OF CHANGE IN STATUTORY LEVIES:**

- In case of any change in statutory levies on finished bags like (GST) the changed levies shall be payable for all supplies made from suppliers factory on & after the date from which such change has come into effect. Date of receipt at RFCL's site shall NOT be considered for payment of changed statutory levies, considering the stipulated delivery schedule mentioned in respective Delivery Orders.
- For material dispatched after the expiry of scheduled delivery date, the lower of the rates of statutory levies (amongst existing and changed rates as on date of dispatch) shall be considered for the payment/reimbursement.

"This shall be applicable for parties actually paying such levies and not for those who are exempted fully from such levies."

28.00 **TRANSIT INSURANCE AND DEDUCTION OF STATUTORY LEVIES FROM TRANSPORTERS**

Since it will be supplier's responsibility to deliver the material at destination. RFCL will not take any transit insurance. In other words the supplier is responsible for safe arrival of the material at site. Responsibility of deduction of statutory levies like TDS from transporters will be that of supplier

29.00 **MODE OF DESPATCH:**

The bags may be dispatched by road or by rail at the option of supplier.

30.00 **PRICE ESCALATION/DESCALATION FORMULA:**

The price quoted by tenderers will be subject to Escalation/Descalation as per the formula given in Annexure V. The tenderers should therefore carefully go through the formula before submission of offers.

31.00 **DELISTING AND BLACKLISTING OF SUPPLIERS/VENDORS**

- The lot of bags found deficient in specifications will be rejected. The supplier whose **25%** of the total ordered quantity is rejected as per NIT terms, will be de-listed for one year. In case similar deficiencies in the quality standard are observed in subsequent order also, the supplier will be de-listed from participating in RFCL's tender for a period of two years.
- In case, a supplier repeatedly fails to perform, causes abnormal delays, supplies sub-standard material, fails to rectify/settle discrepancies in the supplies within a reasonable time, the particular supplier should be delisted from the approved list of suppliers for a limited period of 1 to 2 years. However, such suppliers shall be allowed to execute existing order(s) which was/were issued prior to delisting.
- In case, a supplier is found guilty of bribery, corruption, dishonesty, malpractice, submission of forged documents, mis-representation, spurious supplies, fails to return the material issued for reprocessing/manufacturing, such supplier will be blacklisted.

32.00 **TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Contractor:

- 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- 2) makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- 3) abandons the work; or
- 4) persistently disregards the instructions of RFCL; or
- 5) fails to adhere to the agreed schedule of work; or
- 6) assigns or sublets the work in whole or in part thereof without prior written consent of RFCL; or
- 7) defaults in the performance of the contract; or
- 8) At any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by RFCL; or
- 9) If the contractor obtains the contract with RFCL as a result of ring tendering, or with illegal measures;
- 10) Information submitted by the contractor is found to be incorrect.

Such termination shall be by 15 days notice in writing and no claim/compensation shall be payable by RFCL as a result of such termination.

CONSEQUENCES OF TERMINATION

If the contract is terminated by RFCL for the reasons detailed above or for any other reasons whatsoever:

- i) Performance Guarantee Bond/Security in any form submitted by the contractor shall stand as forfeited.
- ii) The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of work or on account of loss of expected profits.
- iii) All the dues payable to the contractor for the supplies executed by him before and upto termination shall only be released after making adjustments for the expenses, charges, demands etc. incurred by the owner as a consequence of termination of the contract.

Action for procurement of cancelled quantity of Orders.

- a) In case one or more parties whom order/orders have been issued for supply of bags are not in a position to supply the bags & the order/orders are cancelled, the unexecuted quantity ordered on those parties/party may be distributed to remaining parties on whom orders were issued, subject to their consent, proportionally but not exceeding their **80%** of their manufacturing capacity.
- b) In such cases where quantity of particular DO which has been distributed among other vendors, that DO shall be cancelled and 10% value of DO shall be recovered from the SD-cum-PBG of that party whose DO has been cancelled.
- c) For calculation of penalty, the delivery Order value shall be treated as reference and excluding GST.

- 33.0 The prospective tenderers having any common partners/ Directors/managing Partners, etc. or having other common criteria (*i.e., similar companies managed by immediate family, ex: managed by either Father/Son/daughter/wife*) shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participation in the tender. Tenderers has to submit a declaration along with the technical bid that:
- No other Firm/Sister concern/Associate belonging to the same group is participating /submitting this tender.
 - That the bidders, their associates, Sister Concern, etc. have not been black listed by any institutional agency/Govt. Deptt./Public Sector Undertaking in the last two years.
 - In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealings with RFCL.
- 34.0 One person will be allowed to represent only one company during discussions/negotiations with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company and accordingly called for negotiations.
- 35.0 Bidders should ensure that the tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non-acceptance of orders placed based on the offers submitted by bidders on their letter head; will not be allowed on the ground that offer was not signed by authorized person.
- 36.0 The tenderer shall quote the price strictly as per the Proforma provided in NIT. The tenderer should quote one rate for specific quantity quoted by them. Tenders with any deviations including quotations of different rate for different quantities shall be rejected without any further reference.
- 37.0 The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the HSN code of item and applicable category of GST (*i.e.* whether IGST, CGST, SGST, UGST).
- A proper invoice in the form and manner prescribed under relevant section of GST Act shall be provided by the supplier along with the supplies.
- 38.0 Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable RFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.
- 39.0 If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 40.0 **Short-closure of Contract:** RFCL reserves the right to short-close the P.O. (having left-over quantity) for which Delivery Orders have NOT been issued at Sole-discretion of RFCL in case of change in existing Govt Policy / Implementation of ONE NATION-ONE FERTILIZER-SCHEME

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UNDERTAKING FOR DISPOSAL OF RUPTURED BAGS

In terms of Clause 17.01 of the tender documents, we hereby consent that if we fail to lift the ruptured bags within the stipulated time, RFCL may dispose off these bags in whatever manner it deems fit without any liability or compensation to us.

Signature & Name of Authorised Signatory

Seal of the Company with full Name & Address

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

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

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

2. Size of bags :

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

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

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

No negative tolerance on average.

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

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

TABLE - I

Strength requirement of HDPE woven sacks for packing fertilizers:

S. No.	Characteristics	Requirement (Kgf)	Method of Test
i.	Breaking strength of fabric on 5.0 X 20 cm strips		
	a) Width wise	91.8	IS 1930 (Revelled strip test method only)
	b) Length wise	91.8	
	c) Width wise Lamination joint	91.8	
ii.	Seam breaking strength:		
	a) Bottom seam	40.8	IS 9030 - 1979

7. The fabric shall be laminated on one side with LDPE film on a lamination plant. The LDPE film of Virgin granules should be free from pin holes, porosity, batches, tear, blisters or any other visible defects. The uniform thickness of the lamination shall be 100 gauge (25 microns) minimum. The lamination will cover the entire inner area of the fabric used for manufacture of bags with minimum overlap/overhang of 5 mm. Test for lamination thickness may/may not be carried at the sole discretion of RFCL.

8. STITCHING:

The bags will be bottom stitched and stitching shall be in two rows and lock/chain stitched with a tape of denier 20% higher than the denier of tape used for manufacture of bags. Number of stitches shall be 14 ± 4 per decimetre. The stitching shall be uniform without any lift thread or knot. Others details will be as per IS 9755:2016.

9. BRANDING

- 9.1 The bags will be branded by flexo printing method.
- 9.2 The HDPE bags shall be branded by printing in two/three colours on one side only as per the design furnished by RFCL from time to time. The shade of the ink should not vary from sack to sack.
- 9.3 The ink and ingredients to be used for printing shall be smudge free, bright in colour, should not smear in contact with water, harmless to fabric and should be of sack branding quality manufactured by reputed firms like Hindustan Ink/ Coats of India. The ink used for printing should be polyamide resin base and the printing should have abrasion and scratch resistance. The branding must with stand a 24 hrs exposure to 50% Alkali solution and 50% Urea solution each separately as per the test procedure given below: -
 1. Prepare 50% Alkali solution by dissolving 250 gms of Sodium Hydroxide (Caustic Soda) in 1/2, litre water (preferably distilled water). This is solution "A".
 - a. Prepare a 50% Urea Solution by dissolving 250 gms of Urea in 1/2 Litre water (preferably distilled water). This is solution "B".
 2. Cut three strips measuring 3Cm X 15 Cm each from a branded portion of the HDPE bag. Take two glass measuring cylinder with capacity 250 ml. Take solution "A" in one and Solution "B" in another cylinder and dip one strip in each. Let these strips be dipped for 24 Hrs. Keep the third strip in air for reference.

After 24 Hrs. the strips are to be removed from the solutions, thoroughly washed with water and dried in air, the colour of the strips should not be faded as compared to the original strip kept in air.

- 9.4 Further to check the branding ink to be scratch resistant, the same will be checked by rubbing with HDPE bag of size 6" X 4" filled with Urea.

In case the lot does not pass branding test the vendor would be issued warning letter advising to improve upon the quality failing which action will be taken on the rejection of future lots.

10. Ash Content Limit:

Maximum limit of Ash Content allowed is 6%. In case test result exceeds Ash Content limit of 6%, the lot shall be rejected.

Testing will be done as per IS 13360 part 8/section. 82004. The samples shall be taken from the available samples drawn for mechanical parameter testing as mentioned under clause no. 13.

- 11.01 COLOUR OF BAG : **GOLDEN YELLOW COLOUR**
"Pantone 101U (C0 M0 Y65 K0)"

11.02 PACKING:

500 HDPE bags will be packed to constitute one bale. Packing of each bale will be done with HDPE fabric or Hessian of 6 OZ/7 OZ cloth and stitched properly to withstand hazards of transportation and so as to ensure that the contents are protected from shocks, or any other damage in handling. Bags should not stick one another and should be freely separable. Each trust will have the following marking.

- I Name of Supplier
- II Type of bags - size
- III Serial no. of Truss
- IV Weight of Truss and
- V Number of bag in the Truss

In addition each bag will have an identification mark of the supplier on the bottom left side, the identity of a specific lot, each bag of that lot shall marked with party logo, last four digit of order No. and lot No on the bottom left hand corner. Example: If party logo is "@" order No is RFCL/C&P/1/114/Urea_bags/2020/1111 and supply 5 lots, it should be printed as:

- For 1st lot against order: - @/1111/01
- For 2nd lot against order: - @/1111/02
- For 3rd lot against order: - @/1111/03
-
- For 5th lot against order: - @/1111/05

NOTE — Each sack shall be compulsorily marked with visible recycling logo as given below at a space on bottom of the bag compatible with the art work of the buyer for printing the sack and on the bale.



- 12 All other specification not specified in the foregoing paragraphs will be as per IS 9755: 2016 as revised up to date.

13 SAMPLING AND CRITERIA FOR CONFORMITY :

- 13.01 Prior to test, the specimen shall be conditioned to moisture equilibrium from dry side in the standard atmosphere of $65 \pm 2\%$ relative humidity & $27 \pm 2^\circ\text{C}$ temp. as laid-down in IS:6359.
- 13.02 In any consignment of the HDPE woven sacks packed in bales of the same construction produced under similar conditions of production shall be grouped together to constitute a lot. One consignment received in one vehicle will be considered at least one lot.
- 13.03 The conformity of the lot of the requirement of the specifications shall be determined on the basis of tests carried out on samples located from it.
- 13.04 The number of samples to be selected will depend on the size of the lot and ***the number of bales to be sampled*** shall be in accordance with column 2 of Table 2 below. Also the number of sacks to be selected from the bale selected shall be in accordance with column 3 of table 2 below for visual & dimensional requirement and shall be in accordance with column 4 of table 2 for breaking load requirement. The samples should be selected in accordance with col 5 of Table 2 for determination of ash content.

TABLE 2 SAMPLE SIZE AND CRITERIA FOR CONFORMITY

No. of HDPE Sacks in a Lot	No. of Bales to be sampled	Sample size for visual & Dimensional & Mesh requirements.	Sample size for Breaking load of fabric & seam	No. of bags sample/s to be tested for Ash Content
(1)	(2)	(3)	(4)	(5)
Upto 25000	3	12	8	1
25001 to 50000	5	20	10	2
50001 to 100000	8	32	13	3
100001 & 250000	12	48	18	4

NOTE — If the number of the bales in a consignment exceeds 500, the same shall be split into number of lots each comprising maximum of 500 bales (1 Bale = 500 sacks).

13.05 Criteria of conformity:

The lot shall be considered as confirming to the requirements if the following conditions are satisfied: -

- (a) Maximum limit of Ash Content allowed is 6%. In case test result exceeds Ash Content limit of 6%, the lot shall be rejected as stated at clause no. 10 above.
- (b) The number of defective sacks in case of visual & Mesh requirements is up to 10% of the sample size after rounding off the fraction to next higher integer.
- (c) (i) None of the individual sample sack has width wise breaking strength below 90% of the specified value and also the average breaking load of fabric width wise for sample lot is not less than the value specified in Table – I.
- (ii) None of the individual sample sack has lengthwise breaking strength below 90% of the specified value and also the average breaking load of fabric lengthwise for sample lot is not less than the value specified in Table – I.
- (iii) None of the individual sample sack has width wise lamination joint breaking strength below 90% of the specified value and also the average breaking load of fabric width wise lamination joint for sample lot is not less than the value specified in Table – I.
- (iv) None of the individual sample sack has bottom seam breaking strength below 90% of the specified value and also the average bottom seam breaking strength of sample lot is not less than the value specified in Table-I.
- (d) (i) The number of defective sacks having dimensions below and/or over the specified value after allowing the tolerance is upto 10% of sample size after rounding off the fraction to next higher integer and
- (ii) None of the sample sacks is having length below 910 mm and/or width below 556mm **for urea bag**.

OR

- (iii) The number of defective sacks having dimensions below and/ or over the specified value after allowing the tolerance is more than 10% but upto 20% of sample size and fulfils the following conditions also:
 - 1) The total defective sacks having dimensions less than the specified values after allowing tolerance is not more than 10% of sample size and
 - 2) The sample meets the weight criteria on individual as well as average sample lot weight basis after taking into account the derived weight for oversize bags on pro-rata basis for specified standard size without allowing tolerance e.g. 930 x 570mm for 45kg urea bag and

- 3) None of the sample sacks is having length below 910 mm and/or width below 556mm for urea bag.

13.06 The lot of bags found deficient in specifications would be rejected. In the event of rejection of the lot the supplier will be intimate through Letter/e-mail by the consignee unit and the supplier may if so desire exercises its right of retesting as per clause no. 14.

14.0 The supplier will have right to retest in case a lot of bags is rejected by consignee on grounds including weight parameters. The re-testing will be done in the presence of supplier's representative and at their cost at any of the consignee's sister unit laboratory. The supplier shall deposit an amount of Rs.5000/- (Rupees Five Thousand Only) non-refundable along with their request for retesting. The Party will have to pay these re-testing charges irrespective of whether the consignment fails/passes on retesting:

- a) Width wise Strength
- b) Lengthwise Strength
- c) Width wise Lamination Joint Strength
- d) Bottom Seam Strength
- e) Weight
- f) Dimensions

In case a lot doesn't meet the criteria of conformity requirements either in individual bag or in average sample lot or in both for respective parameter, then after retesting, the test result values shall be recorded for both individual bag as well as for average of sample lot. The lot shall be considered for acceptance only if the test result values for both i.e individual bag and average of sample lot are as per criteria of conformity specified at Sr. No. 13.05 above.

In case the lot is referred for retesting due to failure in over dimensional requirements, the weight measurement shall also be done for all bags of sample lot and weight vis a vis size of respective sack in sample lot shall be recorded.

In case of rejection of lot based on undersize dimension, weight measurement need not be got re-tested in RFCL's unit laboratory. However, in case the sample is referred for retesting of bags due to failure in weight parameter, dimensions of oversize bags of SL-II/SI-III will also be taken will also be taken after allowing tolerance up to 10% of sample size as per clause No. 13.05(d) (i). If oversize bags are found beyond tolerance limit in SL-II/SL-III, the sample will be considered to be meeting weight criteria on individual as well as average weight basis after taking in to account derived weight for oversize bag on prorated basis, for specified standard size without allowing tolerance e.g. 930 x 570 mm **for 45 kg Urea bag**.

14.01 **SAMPLE LOTS FOR TESTING**

- a) From each consignment, Four lots of 48 bags each (or as applicable in terms of Table 2 requirements) shall be drawn at random. Lot -1 shall be for initial testing in the consignee Laboratory, Lot-2 for retesting in consignee Laboratory in the event of failure of Lot-1.

Lot-3 for retesting at any third party lab (other than the consignee lab), if needed and Lot-4 as referee sample to be retained for three months. The retesting of Lot-2 and /or Lot-3, wherever required, shall be only for those parameters in which consignment has failed on testing of Lot-1 and the consignment shall be considered for acceptance only if it meets the criteria of conformity laid down for that parameter (both for individual sack as well as for average of sample lot) under which the Lot-1 failed.

In case Lot-1 fails in more than one parameters, the in house retesting (Lot-2) shall be for all these parameters and if the Lot-2 passes in one or more parameter(s) but fails in other parameter(s) which were tested, then the rejection shall be for all the parameters on the basis of Lot-1 results. The party shall be informed about rejection based on the parameters in which Lot-1 failed and in this case the retesting on the request of supplier shall be for all parameters in which lot-1 failed.

No Charges shall be levied on supplier for testing of sample lot-2 in RFCL's Laboratory.

14 INSPECTION AND TESTING AUTHORITY:

For Bags Supplied at RFCL Unit:

Inspection of bags after receipt at consignee's place will be carried out by RFCL in the consignee's laboratory and test report obtained as a result of inspection by the consignee will be final and binding on the supplier.

RFCL also reserves the right to get the inspection done by Third party Inspection agency of its choice prior to dispatch at supplier's premise or after at the consignee unit.

The procedure for testing and inspection of bags for all destructive and non-Destructive testing shall be as per IS 9755: 2016 as revised up to date for whatever otherwise provided in the NIT or purchase order.

16. COUNTING OF BAGS RECEIVED IN THE LOT

All the bags in the sample bales as per Table-2 above shall be counted. The average number of bags per bale so arrived at will be multiplied with the number of bales contained in the lot of arrive at number of bags received in the particular lot.

ANNEXURE - III

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

This BANK GUARANTEE No. _____ made this day _____ of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD, a Company registered in India under Companies Act, 1956 and having its registered office at 4th Floor, KRIBHCO Building, Sector-1, NOIDA - 201301, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____

_____ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs. _____.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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



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

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

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

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

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)

ANNEXURE-IV

PROFORMA FOR QUOTATION

Tenderers shall quote in the following proforma, and all columns should be filled. Incomplete bid(s) and those not on this proforma are liable to be rejected.

Tenderers to quote only single rate **for 45 kg urea bag** on FOR Ramagundam (Telangana) destination basis or any other place in India. **However the rates for other size of bags will be worked out on prorated of 45 kg urea bag on weight basis.** Tenderers to keep their offer valid for making delivery at Unit of RFCL or any other destination in India.

THE PRICE OF 125 gms GOLDEN YELLOW COLOR HDPE BAG TO BE QUOTED BASED ON THE HDPE Raffia Grade-E52009 and LDPE 24FS040, **Ex-Depot Delhi** Grade prevailing as on **01.01.2023 i.e. HDPE @ Rs.110300/- PMT & LDPE@ Rs. 112670/- PMT; -**

PRICE (Rs.) PER BAG

SN	PARTICULARS	Urea Size	
1	BASIC PRICE		
2	FREIGHT, FORWARDING AND INSURANCE CHARGES		
3	GST, IF ANY (Please indicate %)		
4	TOTAL F.O.R. DESTINATION PRICE (1+2+3) In figures _____ In words _____		

B. The rate for other suitable size bags will be on Pro-rata weight basis of the delivered price.

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.

'SEAL'

Date _____
Place _____

Signature of the Tenderer _____
Name of Signatory _____
(In capital letter)
Designation of Signatory _____
Name and Address of the Firm _____

PRICE ESCALATION/DESCALATION FORMULA

The price of finished bag quoted by Tenderers will be subject to Escalation / De-escalation as per formula given below.

- a. Weight of HDPE & LDPE to be taken as basis for calculation of escalation / descalation.

	HDPE content	LDPE content
Urea Bag size (125 gms)	99gms	26gms

- b. Only basic prices of HDPE granules Raffia Grade E-52009 & LDPE granules Grade 24 FS 040, **Ex-Depot Delhi** of M/s. Reliance Industries will be taken into account for the purpose of working out escalation / descalation. It is fully clarified that GST on granules, if any, freight and any other charges leviable will not be taken into account while working out escalation/descalation. The basic prices of HDPE & LDPE granules as on **01.01.2023** will form basis for working future Escalation / Descalation. The working of impact of increase / decrease of Granules on the HDPE Bag price shall be calculated as under:

Sl.No.	Description	Price, Rs (Example)
1.	Basic price of HDPE Bags	100
2.	Total Impact of increase of HDPE & LDPE Granules (basic price only)	10
3.	Sub- Total-I	110
4.	Freight, P&F and Insurance	5
5.	Sub-Total –II (3+4)	115
6.	GST @ 18% on Sl.5	20.70
7.	Total Price of Bags (5+6)	135.70

Any discount in whatever form offered by M/s Reliance will not be taken into consideration for determining the basic prices. Hence, only listed basic prices of Reliance will be considered.

- c. It is clarified that any increase/decrease on account of GST etc as well as any increase/decrease attributable towards increase / decrease in raw material prices worked out on the basis of above escalation / descalation formula shall be to the buyers account and the impact to be calculated only on basic price of raw material.
- d. For executing supplies as per terms & conditions of NIT, DOs will be issued on the parties as per RFCL's requirement. The Escalation/De-escalation in price of finished bags for the DO quantity will be worked out on the basis of basic prices of raw material as on the date of issue of DO. The increase /decrease in the raw material prices as per Escalation/De-escalation clause will be clubbed with the ordered price as per P.O. These prices will remain firm for entire DO quantity except for 'e' below.
- e. **In case the bags are supplied by the party after the scheduled delivery period and there is reduction of prices of granules subsequent to issue of DO, RFCL will have the right to pay to the suppliers on the de-escalated price applicable during delayed period for the undischarged quantities against the DO.** For this purpose, the lowest price of bag based on the de-escalated prices of granules applicable after scheduled date of completion till date of actual supplies of a particular truck/lot shall be considered and the DO rate or the above descalated rate whichever is lower, shall be payable to supplier for the particular lot which is delayed. Reduction in prices if any, after the actual date of receipt of a particular delayed consignment will not apply to that particular consignment. The rate applicable for delayed supplies is illustrated in the following table.
- f. While working out Price Escalation / descalation, the rounding off upto two decimals only may be considered.

TABLE- Illustration for working out Rate to be applicable for delayed supplies

DO date	Delivery due date	Rate on 01.02.23	Rate on 01.02.23	Rate on 28.02.23	Rate on 29.02.23	Rate applicable for supplies made till 28.02.23	Rate applicable for supply on 26.02.23	Rate applicable for supply on 29.02.23
01.02.23	28.02.23	Say 11.72	Say 11.70	Say 11.68	Say 11.65	11.72	11.70	11.68

The above shall apply for supplies made as replacement for rejected lots also.

f. Example for working out escalation /descalation for reference purpose:

- I. Increase of Rs. 1,000./MT in the price of HDPE granules the price for Urea finished bag will increase as under :

$$\text{Urea Size (125 gms)} \times \frac{1}{1000} \times 99 \times 100 = \text{paise 9.9/bag}$$
- II. For increase of Rs. 1,000 / MT in the price of LDPE granules, the price for Urea finished bag will increase as under :

$$\text{Urea size (125 gms)} \times \frac{1}{1000} \times 26 \times 100 = \text{paise 2.6/bag}$$

Annexure-VI

STATEMENT OF ORDERS IN HAND & STATUS OF SUPPLY ETC.

Qty in lakh bags.

Sr No.	Name of the Organisation	Order Ref No.	Total Order qty.	Duration of supply	Effective date of order	Qty supplied	Balance qty to be supplied

Signature & Name of Authorized

Seal of the company with full Name & address

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. Jagdish Prasad Meena, I.A.S (Retd)
A-1/401, Bharat Apartments,
Plot 8, Sector 18A, Dwarka
New Delhi - 110078
8802334455
Email: meenajp@gmail.com

Sh. Ashok Kumar Garg, ITS (Retd)
E-13, Sector-55
NOIDA – 201301
9868211000
Email: akgarg1654@gmail.com

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 Principal".

AND

_____ hereinafter
referred to as "The Bidder/Contractor"

PREAMBLE

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

(Bid Document No./RFQ No.:.....RFCL - 54505.....)

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

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 to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

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

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

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, 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.

Section 9 : Pact Duration

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

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

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: New Delhi / NOIDA

Date: 09/1/2023

Witness 1 : _____

(Name & Address)

Gaurav Goel
RFCL, Sector 1, Noida
U.P.

Witness 1 : _____

(Name & Address)

Witness 2 : _____

(Name & Address)

Rahul Tyagi
RFCL, Sector 1, Noida
U.P.

Witness 2 : _____

(Name & Address)

