

**Bidding Document for Engagement of Insurance Broker for All Insurance Policies for the Period from 01.07.2025 to 30.06.2026**



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

**RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED**  
**(A Joint Venture Company of NFL, EIL & FCIL)**  
**CORPORATE OFFICE- 4TH FLOOR, WING-A, KRIBHCO BHAWAN,**  
**SECTOR-1, NOIDA, UP**  
**201301**

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**ENGAGEMENT OF INSURANCE BROKER**  
**FOR**  
**ALL INSURANCE POLICIES FOR THE PERIOD**  
**FROM 01.07.2025 TO 30.06.2026**

**Tender No. RFCL/Insurance Broker/2025-26**

**E-Tender ID: RFCL- 140**

**No. RFCL/Insurance Broker/2025-26**

**Date: 11/6/2025**

**E-Tender Notice**

*Ramagundam Fertilizers And Chemicals Limited (RFCL) invites proposals for engagement of Insurance Brokers to provide support services for all our insurance requirements for the period 01.07.2025 to 30.06.2026 in respect of Comprehensive Operational Policies/ Miscellaneous Insurance policies and to manage the insurance portfolio of RFCL and assist in various insurance-related matters including claims, if any, at no cost to the RFCL.*

*Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb 2015 for setting up Gas based Urea manufacturing plant at Ramagundam, District-Pedapally, Telangana with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant.*

*RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL) with 26% equity each by NFL & EIL. FCIL has been granted 11% equity in terms of CCEA approval. State Government of Telangana has subscribed for equity participation of 11%. With the signing of Share Subscription Cum Shareholders Agreement (SSSHA) on 18th August 2018 amongst RFCL, its Promoters and Investors, leading to Equity participation of 14.3% of Equity Capital by GAIL (India) Ltd. and 11.7% of Equity Capital by HTAS Consortium (consisting of HT Ramagundam A/S, IFU and Danish Agribusiness Fund, Denmark), the Company had achieved 100% Financial Closure for the Project.*

*The company has set up a Mega Capacity Green Field Gas based Ammonia Urea Complex at Ramagundam, District Pedapally in the state of Telangana with annual production of 12.70 Lakh MT of Urea. The complex comprises of Ammonia Plant of 2200 MTPD capacity and Urea Plant of 3850 MTPD capacity. In addition, the company has also set up Gas Based Captive Power Plant which will meet the power requirement of ammonia urea complex at Ramagundam.*

**Request for Proposal**

*The proposal needs to be downloaded from <https://www.tenderwizard.in/RFCL> and the tender needs to be uploaded on the mentioned website by procuring a digital ID. Only detailed complete proposals in the form indicated received prior to the closing time and date of the proposal shall be taken as valid.*

*The intending participants are required to submit their proposal giving full particulars about their organization, competence, and experience in this line of business along with the information, documents indicated in the attached Annexure, and the declaration, signed by the authorized signatory with the Seal of the company. All pages are required to be numbered and signed by an authorized signatory.*

## **IMPORTANT INFORMATION FOR ONLINE E-TENDERING PARTICIPATION**

### **SPECIAL INSTRUCTIONS TO TENDERERS FOR E-TENDERING**

#### **1. Mode of Tendering:**

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL & FCIL intends to appoint Insurance Broker to provide support services for all insurance requirements for the period 01.07.2025 to 30.06.2026 through e-tendering. The NIT will be posted on website [www.tenderwizard.com/RFCL](http://www.tenderwizard.com/RFCL) from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e, [www.rfcl.co.in](http://www.rfcl.co.in)

RFCL has appointed M/s. Antares Systems Limited, Bangalore as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

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

#### **a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-**

1) Mr. Praveen Gupta, CM (F&A) RFCL, Corporate Office, 4 <sup>th</sup> Floor, Wing-A, KRIBHCO Building, Sector-1, NOIDA-201 301 Mob No. 9560003438 E mail: <a href="mailto:praveengupta@rfcl.co.in">praveengupta@rfcl.co.in</a>	2) Mr. Shashi Prakash, CM (C&P) RFCL, Corporate Office, 4 <sup>th</sup> Floor, Wing-A, KRIBHCO Building, Sector-1, NOIDA-201 301 Mob No. 9717731580 E mail: <a href="mailto:sprakash@rfcl.co.in">sprakash@rfcl.co.in</a>
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#### **b) M/s. Antares Systems Limited, Bangalore**

1	e-Tendering Registration/ Sign Up Queries	Registration Help Desk	080-45811365	<a href="mailto:twregdelhi@etenderwizard.com">twregdelhi@etenderwizard.com</a>
2	DSC Queries	Help Desk	080-45811365	<a href="mailto:dscdelhi@etenderwizard.com">dscdelhi@etenderwizard.com</a>
3	For e- Tendering Support	Help Desk	080-45811365	<a href="mailto:rfcleproc@etenderwizard.com">rfcleproc@etenderwizard.com</a>
4		Mr. Saurabh Parashar (Delhi)	8800378607	<a href="mailto:saurabh.k@etenderwizard.com">saurabh.k@etenderwizard.com</a>
		Mr. Rajesh Kumar (Delhi)	987039814	<a href="mailto:rajeshkumar1023@antaressystems.com">rajeshkumar1023@antaressystems.com</a>
		Mr. Ramesh Kumar (Telangana)	8971299009	<a href="mailto:rfcleproc@etenderwizard.com">rfcleproc@etenderwizard.com</a>

2. 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 be mapped with their User Id once they Login first time.

3. 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

Note - For more details, refer User Manual section on Home Page of e-procurement portal i.e. [www.tenderwizard.in/RFCL](http://www.tenderwizard.in/RFCL)

4. 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
5. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
6. 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.
7. 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.
8. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
9. 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.

10. **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 the bidders separately by emails/letter message. The same is also available on the above-mentioned website against this tender.

Tender Schedule:

<b>Sr. No.</b>	<b>Tender Stage</b>	<b>Date &amp; Time</b>
1	Start Tender Document Download	<b>11.06.2025 at 11:00 hrs.</b>
2	End Tender Document Download	<b>25.06.2025 at 14:00 hrs.</b>
3	Due/ last date of submission Bids	<b>25.06.2025 at 14:30 hrs.</b>
4	Techno-commercial Bids Opening	<b>25.06.2025 at 15:00 hrs.</b>

**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.

11. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids.
12. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

13. **Tender Opening:**

The tenders will be opened electronically by us from our Noida office. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

14. RFCL reserves the right to reject or accept any tender without giving any reason.

15. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

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

1.	<i>Tender is prepared and released but vendors are not able to submit their bids.</i>	<i>The due date of closing/opening shall be extended suitably.</i>
2.	<i>Bids have been submitted but the same cannot be opened by RFCL.</i>	<i>The due date of opening shall be extended suitably.</i>

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading. Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e- tender portal.
- ii) Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

**Proposal for Appointment of Insurance Broker for all Insurance Policies at no cost to RFCL**

**A. The Scope of work of the Insurance Broker will be as detailed below :-**

**1. Pre-Placement and Placement Services:**

- a) Review of all existing Insurance Policies
- b) Carrying out Risk Inspections and surveys required to understand RFCL is end-to-end Insurance/re-insurance requirements.
- c) Critical examination of the existing policies which are due for renewal in terms of
  - i) Risk Coverage
  - ii) Providing basis of valuation
  - iii) Rating
  - iv) Clauses, Warranties, Conditions, Excess, etc.
- d) Suggesting improvement thereon and executing the same during the renewal of Insurance Policies.
- e) Preparing risk notes and framing insurance tendering documents and finalizing the terms & conditions thereof including but not limited to
  - i) Coverage, including add-on coverage
  - ii) Excess (Monetary/Time)
  - iii) Period of indemnity
  - iv) Policy wordings,
  - v) Policy clauses and warranties.

*This should be in line with laid down procedures of the company including applicable CVC guidelines.*

- f) Inviting bids on behalf of RFCL from General insurance companies licensed to operate in India.
- g) Negotiation and finalizing the terms & conditions of insurance optimizing cost, cover, security, and quality of service in accordance with laid down procedures of RFCL.
- h) Scrutinizing the wordings of the final policy documents to protect RFCL interests with regard to claim settlement.
- i) Preparing a comparative financial statement of bids-both Technical and Commercial.
- j) Assisting in other insurance-related services like issuance of the policy wording, endorsement, addition/ deletions of SI, the speedy realization of premium refund, etc.
- k) Assisting RFCL in the placement of insurance of policies with optimized premium and required cover.
- l) Provide servicing support and design the service level agreements to be signed between the broker, insurance company, and RFCL, highlighting the scope of services and timelines.

**2. Claims Management**

- a) Coordinating and assisting in the realization of claims as per provisions and guidelines laid down by IRDAI.
- b) Coordinating with insurers for immediate intimation and survey.
- c) Coordinating with Insurance companies, surveyors, etc. for prompt settlement of claims.
- d) Documentation of claims: The broker has to assist RFCL on documentation from RFCL's Offices for lodging claims.
- e) Assist in resolving various queries of insurers, surveyors during claim processing.
- f) Guidance in relation to the interpretation of policy wordings/Conditions, Warranties, Deductibles, etc. during claim processing.

- g) To arrange for submission of the monthly report on claim settlement position and pending issues.*
- h) Assisting in the speedy realization of premium refunds/claims.*
- i) Training of RFCL's Officials on claims/insurance-related issues from time to time.*
- j) The Broker may assist the surveyor during survey of incident places, before submission of Final Claim to the Insurance Company, the Broker as well as the Nodal Officer of RFCL may verify the documentation and no direct document will be called from the RFCL Plant.*
- k) Appointed Broker shall continue to work for the claim(s), if any, occurred during the contractual period till final settlement.*

**3. Miscellaneous Services.**

- a) Assisting RFCL in taking any new Insurance Policies.*
- b) Technical assistance and Placement of Project Insurance Policies.*
- c) Keeping informed of the latest IRDAI/TAC regulations and guidelines.*
- d) Any other matter relating to insurance and Risk management, irrespective of the location of the insurable assets including insurance matters related to RFCL's employees.*
- e) Advising RFCL from time to time on developments in the insurance industry having an impact on the company.*
- f) Broker must deploy experience team to RFCL's sites for solving problems pertaining to insurance policies/claims as and when required.*
- g) Assisting RFCL in relation to Risk Management including identifying, assessing, and mitigating risks.*
- h) Insurance broker should assist RFCL in Risk Management and Risk mitigation activities of the RFCL.*



## **1.0 Pre-Qualifying Criteria**

### **1.1 TECHNICAL EXPERIENCE**

- i) *The Bidder must be an insurance broker and must have a valid Composite and/or Direct Broker License for the last three (3) years continuously ending on the last day of previous month in which tender is being issued.*
- ii) *The Bidder should have been appointed as an insurance broker for at least three (3) Mega Operational Policy with Business Interruption with sum insured more than Rs. 2000 Crores (Rupees Two Thousand Crores) (for Property damage and Business Interruption) during the last three (3) years ending on the last day of previous month in which tender is being issued.*
- iii) *The Bidder must have handled at least Rs.20 (Twenty) Crores of premium from a single client as an insurance broker in any of the last three (3) years ending on the last day of previous month in which tender is being issued.*

### **1.2 FINANCIAL POSITION**

- i) *Net worth of the company must be positive from their **Indian operations** consecutively for the three financial years 2021-22, 2022-23, 2023-24.*
- ii) *The Insurance Broking Firm should have minimum average annual revenue/ turnover of INR 25 Crores from their **Indian operations** during the three financial years 2021-22, 2022-23, 2023-24.*

*Certified copies of financial statement to be submitted. Certificate of Net Worth and Turnover in monetary terms from **Indian operations** from Statutory Auditor/Chartered Accountant also to be submitted. **All Audit Reports/Certificates should bear UDIN Number.***

**Note: Valid documentary evidence in support of the above duly attested by the principal officer/ Authorized signatory needs to be submitted, failing which the offer shall be summarily rejected.**

### **1.3 Bids from Joint Venture / Consortium**

*Bids submitted by the Joint Venture or Consortium of insurance brokers will not be considered.*

### **1.4 One Bid per Bidder**

*One broker company is expected to submit only one Bid.*

### **1.5 Cost of Bidding**

*The Bidder will have to bear all costs associated with the preparation and submission of Bid, and the RFCL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.*

## **1.6 Disqualifications:**

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- c) Failed to provide related clarifications when sought.
- d) Declared ineligible by the Govt. of India/State/PSUs/Cooperatives for corrupt and fraudulent practices or blacklisted in the last 3 years.
- e) Temporary/Permanent disqualification by IRDAI during last three (3) years ending on last day of previous month in which tender is being issued.

## **2.0 Bidding Document:**

### **2.1 Contents of Bidding Document**

The Bidders are expected to go through the instructions, terms & conditions, forms and the specifications contained in the bidding document. The bidding document for Invitation for Bids together with all its attachments shall be considered to have been read, understood and accepted by the bidders. Failure of the bidder in furnishing any information sought to be furnished in the bidding document may render the Bid liable for rejection.

### **2.2 Clarification of Bidding Document**

Any prospective bidder desirous of seeking any clarification with regard to the contents of the bidding documents, the same may be sought in the Pre-bid meeting. Clarification, if any, as deemed fit by RFCL, shall be provided through email, however RFCL reserves the right for providing any clarification. Thereafter no query will be entertained and no clarification shall be furnished.

The Bidder may note that no change/modification in the bid would be entertained after the due date of submission of the Bids.

### **2.3 Amendment of Bidding Document**

The RFCL reserves the right to add, alter, amend, delete or modify any clause of the bidding document of its own or in pursuance to any query received from any prospective bidder and amendment so made, by RFCL shall be duly notified in writing by uploading at **RFCL website only** for information to all the prospective bidders and the same shall be binding on all of the prospective bidders. No separate communication will be issued. Bidders are requested to visit RFCL website on regular basis.

## **3.0 Preparation of Bid:**

### **3.1 Technical Bid**

Technical Bid should contain all the documents mentioned against each item in form F-3 and shall be uploaded and submitted by authorized signatory, only in electronic format on the website <https://www.tenderwizard.in/RFCL> . Authorized Signatory should sign form F-1 to F-4 and uploaded on the website <https://www.tenderwizard.in/RFCL>.

### **3.2 Evaluation of the Bids**

- 3.2.1** *Selection of Insurance Broker shall be on a competitive bidding basis among the insurance brokers licensed by IRDAI based on detailed evaluation criteria given in **Table – I**.*
- 3.2.2** *Points against each criterion will be awarded to the bidder having the figures against each criterion submitted by the bidder in **Form F-3** which shall be verified and evaluated by RFCL. RFCL shall take due diligence in evaluation of submitted documents and based on documents submitted, the respective scores shall be tabulated in Table-I to arrive out final score of the bidder(s).*
- 3.2.3** *Documentary evidence in support of the above-mentioned selection criteria is to be submitted with the bid document, duly attested by the Principal Officer/ Authorized Signatory/ Leader of Department of the Broker failing which the offer shall be liable for rejection.*
- 3.2.4** *In case any declaration made is found to be incorrect, the agreement will be terminated forthwith without prejudice to any other legal/penal action.*
- 3.2.5** *Experience of the Participating bidder with the name mentioned in their License Issued by I.R.D.A.I will only be considered. In case a new company is formed due to the split of the old company, failure of the Joint Venture (JV) Company or withdrawal of equity share in Joint Venture (JV), the new company cannot claim the experience of the old JV Company. Such bidder(s) shall be summarily rejected.*
- 3.2.6** *Job executed by a bidder for its parent company/group company/subsidiary/JV company cannot be considered as experience for meeting the requirement of the above assessment criteria.*
- 3.2.7** *The bidder having the highest Final score shall be selected.*
- 3.2.8** *In case of a tie in the final scores, the bidder having settled high value of Single Claim of more than Rs. 50 Crores within the shortest period as broker in the last Six (6) years ending on last day of previous month in which tender is being issued, will be selected as Insurance Broker of RFCL. Occurrence as well as settlement of claim, both should happen within the period of last 6 years as mentioned above.*
- 3.2.9** *In case evaluation cannot be carried out as per the provisions stipulated at 3.2.7 & 3.2.8 above, the bidder having highest average annual financial turnover/revenue from their Indian operations during the three (3) financial years, 2021-22, 2022-23 & 2023-24 will be selected as Insurance Broker of RFCL.*

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**Table: I**

<b>S. NO</b>	<b>Parameter (Final)</b>	<b>Points</b>	<b>Maximum Points</b>	<b>Details Required</b>
1.	<i>Number of completed Years since Composite and/or Direct Broking License given by IRDAI as on last day of previous month in which tender is being issued.</i>		10	<i>Copy of license from IRDAI countersigned by Principal Officer/ authorized signatory</i>
	<i>Between 3 to 5 years</i>	2		
	<i>Between 6 to 8 years</i>	4		
	<i>Between 9 to 11 years</i>	6		
	<i>Between 11 to 13 years</i>	8		
	<i>More than 13 years</i>	10		
2	<i>Total numbers of PSUs companies/ Central Government/State Government Organisations served for General Insurance policies (excl. Agriculture and Motor) portfolio as insurance broker during last three (3) years ending on last day of previous month in which tender is being issued.</i>  <i>(Experience from 1 PSU/State/Central Government Organisation shall be counted 1 time only, even if the PSU entity has been served for multiple years)</i>		10	<i>Copy of LoAs /Engagement Letter/ Mandate letter from Client/ Policy Copy mentioning the name of Broker. To be countersigned by Principal Officer/ Authorized signatory</i>
	<i>1 such organisation</i>	2		
	<i>2 such organisations</i>	4		
	<i>3 such organisations</i>	6		
	<i>4 such organisations</i>	8		
	<i>More than 4 such organisations</i>	10		

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3	No. of appointments as direct insurance broker for Mega Operational Policies with Property Damage & Business Interruption/ Standard Fire policy with sum insured more than Rs. 2000 (Two Thousand) Crores during the last three (3) years ending on last day of previous month in which tender is being issued.  (Experience from 1 company shall be counted 1 time only, even if the company has been served for multiple years)		10	Copies of policies mentioning the bidder as direct insurance broker countersigned by Principal officer/ authorized signatory
	3 to 4 policies	2		
	5 to 6 policies	4		
	7 to 8 policies	6		
	8 to 9 policies	8		
	More than 9 policies	10		
4	Number of appointments as Direct Insurance Broker for Fertilizer Companies/ Fertilizer Cooperatives for lining up their respective Mega Operational Policies with Property Damage & Business Interruption/ Standard Fire Policy in the last 3 years ending on last day of previous month in which tender is being issued.  (Experience from 1 Company shall be counted 1 time only, even if the company has been served for multiple years)		10	Copies of policies mentioning bidder as Direct Broker or Appointment letter issued.
	1 such appointment	2		
	2 such appointments	4		
	3 such appointments	6		
	4 such appointments	8		
	5 such appointments & above	10		

5	Number of high-value claims (greater than Rs. 10 Crores upto Rs. 20 Crores) handled (settled/on account payment received) as a direct broker in the last Six (6) years ending on last day of the previous month in which tender is being issued.		5	Documentary Evidence from the client or Copies of Discharge Voucher countersigned by Principal Officer/ Authorized signatory
	1 such Claim	1		
	2 such Claims	2		
	3 such Claims	3		
	4 such Claims & above	5		
6	Number of high-value claims (greater than Rs. 20 Crores upto Rs. 50 Crores) handled (settled/on account payment received) as a direct broker in the last six (6) years ending on last day of the previous month in which tender is being issued.		10	Documentary Evidence from the client or Copies of Discharge Voucher countersigned by Principal Officer/ Authorized signatory
	1 such Claim	4		
	2 such Claims	6		
	3 such Claims	8		
	4 such Claims & above	10		
7	Number of high-value claims (greater than Rs. 50 Crores) handled (settled/on account payment received) as a direct broker in the last Six (6) years ending on last day of the previous month in which tender is being issued.		15	Documentary Evidence from the client or Copies of Discharge Voucher countersigned by Principal Officer/ Authorized signatory
	1 such Claim	5		
	2 such Claims	10		
	3 such Claims & above	15		

**\* Occurrence of claim, as mentioned at Sr. No. 5 through 7, as well as settlement should fall within last 6 years ending on last day of the previous month in which tender is being issued.**

8	Average annual revenue/ turnover of the company from their Indian operations during the three (3) years 2021-22, 2022-23 & 2023-24		10	Certified copies of financial statement to be submitted along with certificate of turnover from statutory auditor/ Chartered Accountant.
	Between Rs. 25 crores to Rs. 50 crores	2		
	Exceeding Rs. 50 crores upto Rs. 75 crores	4		
	Exceeding Rs. 75 crores upto Rs. 100 crores	6		
	Exceeding Rs. 100 crores upto Rs. 125 crores	8		
	Exceeding Rs. 125 crores	10		
9	Number of appointments as direct broker from clients with premium of Rs. 20 crores and above (Excluding GST) in any of the last three (3) years ending on last day of previous month in which tender is being issued.  (Experience from 1 company shall be counted 1 time only, even if the company has been served for multiple years)  (In case of multiple policies during the same financial year for the same Client/ Organization, all the policies shall be clubbed for calculation of premium handled)		10	Relevant documentary evidence/ Letter of Appointment of Client(s)/ Policy schedule confirming the premium along with self-declaration by authorized signatory / principal officer
	1 such Appointment	2		
	2 such Appointments	4		
	3 such Appointments	6		
	4 such Appointments	8		
	More than 4 such Appointments	10		

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10.	Average Net worth of the company from their <b>Indian operations</b> during the three (3) financial years, 2021-22, 2022-23 & 2023-24		10	Certified copies of financial statement to be submitted along with certificate of net worth from statutory auditor/ Chartered Accountant.
	Between Rs. 5 Crores to Rs. 10 crores	2		
	Exceeding Rs. 10 crores upto Rs. 15 crores	4		
	Exceeding Rs. 15 crores upto Rs. 20 crores	6		
	Exceeding Rs. 20 crores upto Rs. 25 crores	8		
	Exceeding Rs. 25 crores	10		
	<b>Total</b>		<b>100</b>	
<p><b>Note: 1.</b> For the purpose of evaluation only general insurance, excluding Agriculture production/Motor/Health/Group policies, shall be considered for the criteria mentioned at Sr. No. 1 to 10 of Table- I.</p>				



#### **4.0 Instructions to Bidders**

##### **4.1 Period of contract**

*The tenure of the selected Insurance Broking firm would be initially for one year i.e. 01.07.2025 to 30.06.2026 and may be extended thereafter for another 3 months at the same terms and conditions of the existing order depending on the performance and compliance of the terms and conditions of the contract, however in case of any insurance claim(s) occur(s) during the contractual period, selected bidder shall continue to provide services till final settlement.*

##### **4.1.1. Termination of contract**

*RFCL may terminate the appointment at any time at its sole discretion by giving a notice of 30 days. The bidder shall have no right for any claim for any kind of compensation damages etc. due to such earlier termination of the appointment or non-extension of the same after the date of natural expiry of the appointment.*

*RFCL also reserves the right to terminate the contract for non-satisfactory performance or breach of any terms and conditions of the tender document.*

##### **4.2 Remuneration of the insurance Broker**

*RFCL shall not pay any fee/expenses/remuneration to the broker for any activity carried out by them in connection with scope of work defined at Sl. No. A of bid document, during or after the period of engagement. Thus, there shall be no direct cost to RFCL.*

##### **4.3 Bid preparation and submission.**

*The bidder shall provide all the information required to be provided as per the Eligibility Criteria and Assessment criteria stated above. Bidders are advised to submit documents as mentioned without fail at the time of submission of bid.*

##### **4.4 Conditional Bid**

*Conditional bids will not be entertained and shall be summarily rejected.*

##### **4.5 Bid Validity**

*All the Bidders shall keep their Bids valid for a period of 60 days from the date of opening of Technical Bids, and the Bid valid for a shorter period would be liable to be rejected as non-responsive. Validity of Bid can be extended further for another 15 days, if required at sole discretion of RFCL.*

##### **4.6 Format & Signing of Bid**

*The authorized signatory on behalf of the Bidder, duly supported by documents, shall digitally sign bid.*

#### **4.7 Zero Deviation**

*The Bidders should note that this is a Zero Deviation Bid and the Bids submitted by them should be based on the terms & conditions indicated in the bid document. RFCL shall be evaluating the bids based on documents furnished at the time of first submission and no further correspondence/communications will be made/entertained.*

#### **4.8 Submission of Bid:**

- 4.8.1.** *Bidders who wish to participate in the e tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency.*
- 4.8.2.** *The Bid document for this Bid is available only in electronic format which bidder can download free of cost from the website <https://www.tenderwizard.in/RFCL>.*
- 4.8.3.** *Tenderer shall submit their Bids (Technical Bid) only in electronic format on the [www.tenderwizard.in/RFCL](https://www.tenderwizard.in/RFCL) website on or before the scheduled date and time as mentioned in E-Tender Notice inviting online E-Tenders, digitally signed by the authorized signatory. Bids in physical form will not be accepted and any such bid, if received will be out rightly rejected.*
- 4.8.4.** *Scanned copy of the supporting documents (relevant pages) as stated in format for technical information i.e. Form-F-4 is to be submitted by the bidder(s) along with the format. In case it is found that false documents/information has been given in form F-4, such bid will be rejected and it will be treated as a false/forged bid and appropriate action as stated in para 4.8.6 shall be taken by the RFCL.*
- 4.8.5.** *Bidder's authorized signatory must use his/her digital signatures to upload all required documents in support of their bid.*
- 4.8.6.** *If any bidder submits any false/forged information/document or if any bidder backs out from its offer or alters / modifies the bid after the time and date of submission of the bids, the same will not be considered and their bid would be summarily rejected and RFCL reserves the right to debar/blacklist the bidder from participating in similar bids for the next two years. Further, RFCL may inform IRDAI in such eventuality for taking appropriate action by them against such defaulting broker company.*
- 4.8.7.** *In case the date of opening of bid is subsequently declared as holiday, the Bids will be opened on the next working day at the appointed time.*

#### **4.8.8. Deadline for Submission of Bids**

*All Bids must be received by RFCL only through online e-tender mode after digitally signed by authorized signatory on or before the date and time fixed for the submission of bids.*

#### **4.8.9. Modification & Withdrawal of Bids**

*No Bid would be permitted either to be modified or withdrawn after the expiry of date and time for submission of bids or allowed to be withdrawn during the intermittent period between the date & time for submission of bids and the expiry of the bid validity period as specified in the bidding document. Such bids will be rejected.*

**5. Opening & Evaluation of Bids:**

**5.1 Process of Opening & Evaluation**

*Technical Bids of all the bidders shall be opened on the date and time mentioned in the e-tender notice.*

**5.2 Process to be Confidential**

*Any effort by any bidder to influence the RFCL's bidding process or the award decisions, in any manner, shall render the Bid submitted by such bidder liable to rejection.*

**5.3** *It is reiterated that any effort on the part of any bidder to influence the RFCL either in the matter of comparison or in the matter of evaluation of bids or the award of contract, may render the Bid submitted by such bidder liable to rejection.*

**5.4 Examination of Bids and Determination of Responsiveness**

*Prior to the detailed evaluation of Bids, RFCL will determine whether the Bids are substantially responsive to the requirements of the bidding document. Any Bid submitted by a bidder shall be considered as non-responsive and rejected, if material deviations are observed.*

**5.5 Further evaluation of Technical Bid**

- (a) RFCL shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.*
- (b) RFCL can waive any minor infirmity, non-conformity, or irregularity like spelling mistake, which does not constitute a material deviation.*

**6. Award of Contract**

**6.1 Award and Signing of Contract**

*Subject to clause 6.2, the RFCL shall award the contract of its all work to the successful bidder for 100% business, whose Technical Bid has been found to be substantially responsive with maximum points as per Table I.*

**6.2 RFCL's Right to accept or reject any or All Bids**

*RFCL reserves the right either to accept or to reject any of the Bids, at any time prior to the award of contract, without assigning any reason whatsoever, and shall not incur any liability to the affected bidder(s).*

**6.3 Notification of Award**

*Prior to the expiry of the bid validity period, RFCL would notify the successful bidder in writing that his Bid has been accepted. The notification of award of contract will constitute the formation of the contract.*

### **Miscellaneous Provisions**

- a. *Competitive bidding is being undertaken amongst broker companies with a view to solicit the least possible premium with the best possible working arrangements.*
- b. *In case of any dispute with regard to the evaluation of Bids or the appointment of Broker of RFCL, the decision of the CEO of RFCL shall be final and binding on all concerned.*

### **7.0 Arbitration**

*Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the parties. A "Notice of dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:*

*A written notice shall be given by the contractor invoking arbitration to CEO, RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD through designated Authority.*

*Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed INR Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of sole arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996. Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds INR five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fail to nominate presiding arbitrator, appointment of arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation act, 1996.*

*The Arbitration proceedings shall be governed by the Arbitration & Conciliation act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder. It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/differences arising out of the contract by and between the parties hereto, the arbitrator shall not award interest on the awarded amount more than the rate SBI/PLR/base rate applicable to RFCL on date of award of the contract.*

*The seat and venue of arbitration shall be at Ramagundam, Telangana.*

*The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final & binding on all parties.*

**8.0.** *Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at **Delhi/New Delhi** and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.*

**9.0. 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.*

**10.0. FORMS & FORMATS**

*Form F-1: Format of Covering Letter of Bid*

*Form F-2: Format of Bidder's General Information*

*Form F-3: Format of Technical Bid*

*Form F-4: Format of Pre-Contract Integrity Pact*

**(Arvind Pal)**  
**Manager (C&P)**

***Form F-1: Format of Covering Letter of Bid***

***The Chief Manager (F&A)  
Ramagundam Fertilizers And Chemicals Limited  
Kribhco Bhawan, 4<sup>th</sup> Floor, Sector-1,  
Noida-201 301***

*Sub: Bid document No RFCL/Insurance Broker/2025-26*

*Dear Sir,*

*Having gone through the Bidding Document for undertaking proposals for engagement of Insurance Brokers to provide support services for all our insurance requirements for the period 01.07.2025 to 30.06.2026 in respect of Comprehensive Operational Policies/ Miscellaneous Insurance policies and to manage the insurance portfolio of the company and assist in various insurance-related matters at no cost to the company (RFCL)., including the Technical Qualifications, General Bid Conditions and the Technical bid etc., the Receipt of which is hereby confirmed, I, \_\_\_\_\_(Name & Designation of Authorized Signatory), of the \_\_\_\_\_(Name of the company), am pleased to offer our Bid containing both our Technical Bid with a view to undertake and execute the whole range of Insurance Policies, sought for by the RFCL against various perils and in conformity with the said Bidding Document.*

*We confirm and declare that we are registered with the Insurance Regulatory Development Authority (IRDAI) for the purpose of providing Insurance Brokers to provide support services for all insurance requirements and not debarred or black listed by any PSUs'/State Government Organisations/ Central Government Organisations/ Cooperatives during the last 3 years and ending on the date of submission of the bid.*

*We further confirm and declare that we are meeting the eligibility criteria laid down by the RFCL in conformity with the guidelines issued by IRDAI from time to time and there is no deviation in the terms & conditions offered by us with reference to the IRDAI guidelines, whatsoever. We also confirm that all the terms & conditions of bid document are acceptable to us and this confirmation should be considered as all the pages of bid document have been signed by me, the authorized signatory. Further, we also agree to sign the Integrity Pact as given in Format F-4.*

*We further confirm and declare that this bid shall be valid for a period of 60 days from the date of opening of Technical Bid, and shall remain binding upon us if the same is accepted by RFCL at any time before the expiry of 60 days period. We also agree to extend the validity period for another 15 days, if extension is sought by RFCL.*

**Bidding Document for Engagement of Insurance Broker for All Insurance Policies for the Period from 01.07.2025 to 30.06.2026**

*The bid together with our written acceptance thereof in your notification of award shall constitute a binding agreement between us.*

*Date:*

*Signature of Bidder's Authorized Signatory:* \_\_\_\_\_

*Name & Designation of Authorized Signatory:* \_\_\_\_\_

*Note: This document must be inked signed by authorized signatory and uploaded through his/her digital signature.*



**Form F-2: Format of Bidder's General Information**

**A. General Details:**

1. Bidder Name:	
2. Registered or Corporate Office Address:	
3. Year of Incorporation:	
4. Number of Years in Operation:	
5. Address for communication (If not same as in 2 above):	
6. Telephone Numbers:	
7. E-mail Address for communication:	
8. Name of Contact Person:	
9. His/her Mobile Number:	

**B. Financial Details:**

**(Amounts in Crore Rupees)**

S. No.	Parameter	2021-22	2022-23	2023-24
1.	Net Worth (From Indian operations) during the three financial years, 2021-22, 2022-23 & 2023-24.			
2.	Annual revenue/ turnover from Indian operations during the three financial years, 2021-22, 2022-23 & 2023-24.			

Place: New Delhi

Date:

Signature of Authorized Signatory

**Bidding Document for Engagement of Insurance Broker for All Insurance Policies for the Period from 01.07.2025 to 30.06.2026**

**Form F-3: Format of Technical Information/Bid:**

<b>S. NO</b>	<b>Parameter (Final)</b>	<b>Basis of evaluation</b>	<b>Details Submitted</b>
1.	Number of completed Years since Composite and/or Direct Broking License given by IRDAI as on last day of previous month in which tender is being issued.	Experience of Insurance Broker	No. of completed years : _____
2	<p>Total numbers of PSUs companies/ Central Government/State Government Organisations served for General Insurance policies (excl. Agriculture and Motor) portfolio on as direct broker during last three (3) years ending on last day of previous month in which tender is being issued.</p> <p>(Experience from 1 PSU/State/Central Government Organisation shall be counted 1 time only, even if the PSU entity has been served for multiple years)</p>	Experience in servicing PSUs / Central Government /State Government Organizations (in numbers) in general insurance	No. of PSUs/ Government Organizations: _____

**Bidding Document for Engagement of Insurance Broker for All Insurance Policies for the Period from 01.07.2025 to 30.06.2026**

3	<p><i>No. of appointments as direct insurance broker for Mega Operational Policies with Property Damage &amp; Business Interruption/ Standard Fire policy with sum insured more than Rs. 2000 (Two Thousand) Crores during the last three (3) years ending on last day of previous month in which tender is being issued.</i></p> <p><i>(Experience from 1 company shall be counted 1 time only, even if the company has been served for multiple years)</i></p>	<p><i>No. of appointments as direct broker from clients with sum insured more than Rs. 2000 (Two Thousand) Crores during last three years.</i></p>	<p><i>No. of clients:</i></p> <p>_____</p>
4	<p><i>Number of appointments as Direct Insurance Broker for Fertilizer Companies/ Fertilizer Cooperatives for lining up their respective Mega Operational Policies with Property Damage &amp; Business Interruption/ Standard Fire Policy in the last 3 years ending on last day of previous month in which tender is being issued.</i></p> <p><i>(Experience from 1 Company shall be counted 1 time only, even if the company has been served for multiple years)</i></p>	<p><i>No. of appointments as direct broker from clients</i></p>	<p><i>No. of clients:</i></p> <p>_____</p>

5	Number of high-value claims (greater than Rs. 10 Crores upto Rs. 20 Crores) handled (settled/on account payment received) as a direct broker in the last Six (6) years ending on last day of previous month in which tender is being issued.	Experience in handling high-value claims	No. of Claims: _____
6	Number of high-value claims (greater than Rs. 20 Crores upto Rs. 50 Crores) handled (settled/on account payment received) as a direct broker in the last Six (6) years ending on last day of previous month in which tender is being issued.	Experience in handling high-value claims	No. of Claims: _____
7	Number of high-value claims (greater than Rs. 50 Crores) handled (settled/on account payment received) as a direct broker in the last Six (6) years ending on last day of previous month in which tender is being issued.	Experience in handling high-value claims	No. of Claims: _____
8	Average annual revenue/ turnover of the company from their Indian operations during the three (3) financial years, 2021-22, 2022-23 & 2023-24.	Average turnover during preceding three years.	Annual revenue/ Turnover (Rs. In crore):  FY2021-22: _____  FY2022-23: _____  FY2023-24: _____  Total: _____  Average: _____

**Bidding Document for Engagement of Insurance Broker for All Insurance Policies for the Period from 01.07.2025 to 30.06.2026**

9	<p><i>Number of appointments as direct broker from clients with premium of Rs. 20 crores and above (Excluding GST) in any of the last three (3) years ending on last day of previous month in which tender is being issued.</i></p> <p><i>(Experience from 1 company shall be counted 1 time only, even if the company has been served for multiple years)</i></p> <p><i>(In case of multiple policies during the same financial year for the same Client/ Organization, all the policies shall be clubbed for calculation of premium handled)</i></p>	<p><i>No. of Clients having experience in handling large property policies with premium in excess of INR 20 Crores</i></p>	<p><i>No. of Clients:</i></p> <p>_____</p>
10	<p><i>Average Net worth of the company from their Indian operations during the three (3) financial years, 2021-22, 2022-23 &amp; 2023-24</i></p>	<p><i>Average net worth during last three years.</i></p>	<p><i>Net Worth (Rs. In crore):</i></p> <p><i>FY2021-22:_____</i></p> <p><i>FY2022-23:_____</i></p> <p><i>FY2023-24:_____</i></p> <p><i>Total: _____</i></p> <p><i>Average:_____</i></p>

*(Signature of Authorised Signatory)*

***Note:- Bidders are advised to fill the format duly supported with documents as required under Table-I. In case there is variation in the information provided in this format and documents submitted, such bid(s) shall be summarily rejected.***

***RFCL shall evaluate the submitted documentary evidences and shall assign scores based on evidences submitted against each category and shall not entertain any communication once the bids are evaluated.***

***Form F-4: Format of Pre- Contract Integrity Pact:***

## **PRE CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "Buyer".

AND

\_\_\_\_\_ herein after referred to as "The Bidder/Contractor".

which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Tender ID: \_\_\_\_\_ and \_\_\_\_\_ Tender Description: \_\_\_\_\_) and the BIDDER/Seller is willing to offer/has offered the stores and / or to undertake the work as per the Tender.

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU or its subordinate offices/Organisations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the



contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima-facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.



- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section – 6 of the Companies Act 2013.

- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

- 2.14 The Bidder signing this Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 2.15 The Integrity Pact document should be duly signed and uploaded by the Buyer (RFCL) as part of the Tender Documents. The Bidders shall download this IP document, sign it at the designated place and upload the same as part of their submission documents in bids.

In Works contracts, where contract agreement is signed on a non-judicial stamp paper, the IP shall form part of the contract agreement.

In Procurement of Goods and Services (Consultancy/Non-Consultancy), where signing of a contract agreement may not be a requirement, the IP may be obtained on a non-judicial stamp paper from the bidders after opening of the Technical Bids.

### 3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in Request For Proposal i.e. RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to



forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 4.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR (London Interbank Offered Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Bhartiya Nyaya Sanhita 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed (details in clause 7.1) for the purposes of this Pact.

## **6. Fall Clause**

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent External Monitors (IEMs)**

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission, Details of IEMs are as follows:

- a) Sh. Vishwanath Giriraj, IAS (Retd.)  
A Wing, Flat 1001, Landmark Towers, GD Ambedkar marg,  
Opp. Wadala Telephone Exchange, Naigaon  
Dadar East, Mumbai – 400014; Email: [vgiriraj@rediffmail.com](mailto:vgiriraj@rediffmail.com)
- b) Sh. Ranvir Singh, IFS (Retd.)  
Email: [iem1@rfcl.co.in](mailto:iem1@rfcl.co.in)



- 7.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM's, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the IEM 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 parties. The parties will offer to the IEMs the option to participate in such meetings.
- 7.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for purpose of such examination.

**9. Law & Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

# 11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up-to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. This Integrity Pact is deemed as part of the Contract/Tender documents and all concerned bidders are bound by its provisions.

(For & on behalf of the Buyer)

(For & on behalf of Bidder/Contractor)



(Office Seal)

Place: New Delhi  
Date: \_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address)

Witness 1 : \_\_\_\_\_  
(Name & Address)

SANDEEP KUMAR GUPTA  
RFCL

Witness 2 : \_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address)

(Name & Address)

Arvind P  
RFCL, Udaipur