

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

NOTICE INVITING TENDER

BIDS ARE INVITED FOR SUPPLY OF VALVES

<u>e-Tender No</u>: 56659

June-2024



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

Date: 07.06.2024

NIT Ref. No. RFCL/2024-25/AN/Mech/CMO240097/89

SUPPLY OF VALVES

SPECIAL INSTRUCTIONS TO TENDERERS

1. Mode of Tendering:

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

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

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

a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-

1)	Mr. Pradeep Varshney	2)	Mr. Ashish Negi,
	GM (Materials)		Assistant Manager (Materials)
	RFCL, Fertilizers City,		RFCL, Fertilizers City,
	Ramagundam		Ramagundam
	E mail: pvarshney@rfcl.co.in.		Mob No: 7417130472
			Email: ashish.negi@rfcl.co.in

b) M/s. e-Procurement Technologies Limited

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

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RFCL

Ramagundam Fertilizers & Chemicals Limited

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

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:

- (b) 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.
- (c) 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.

(d) Pre-Requisites for DSC Registration:

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

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site 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, 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.
- As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

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- 5. Corrigendum/amendment, if any, shall be notified on the site https://rfcl.abcprocure.com . In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- **6.** Vendors are required to complete the entire process online on or before the due date/time of closing of the tender
- **7.** Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (https://rfcl.abcprocure.com) and arrange to register themselves at the earliest
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again (if this feature "Bid Withdraw" is enabled in e-tender event). However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (v) Once the entire process of submission of online bid is complete, they will get an automail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.
- **8.** No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay

due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before thedue date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please bereassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service

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provider as well as RFCL officials.

- 9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
- 10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- 11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
- 12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

13. Tender Schedule:

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

Tender Schedule for Supply of Valves is:

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	07.06.2024, 10:00 hrs.
2	End Tender Document Download	21.06.2024, 10:00 hrs.
3	Due/ last date of submission Bids	21.06.2024, 10:30 hrs.
4	Techno-commercial Bids Opening	21.06.2024, 11:00 hrs onwards
5.	Price Bid Opening	To be intimated Separately

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

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

15. Tender Opening:

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

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- **16.** RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand. The bids not accompanied with the requisite Earnest Money may not be opened.
- 17. RFCL reserves the right to reject or accept any tender without giving any reason.
- 18. 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.	including price bid have been opened reverse auctioning could not start.	Under such eventuality, the reverse auction ever shall be rescheduled and the new schedule shall k informed to all the bidders who have participated the tender & submitted their bids online.

19. Name & Address of Consignee:

Manager (Stores),

Ramagundam Fertilizers and Chemicals Limited (RFCL),

Fertilizers City - 505210.

Ramagundam (Mandal), Peddapalli (District),

Telangana state, India.

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

20. GST Nos.

Unit	GST NO.	
Ramagundam, Telangana	36AAHCR2335P1ZY	M

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

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

Pradeep Varshney GM (Materials)

PRADEEP VARSHNEY

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

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ANNEXURES

Sr. No.	Annexures	Particulars
1	Annexure- I	Bidder Qualification Criteria (BQC)
2	Annexure- II	List of Items
3	Annexure- III	Special Terms & Conditions
4	Annexure- IV	Price Bid Format
5	Annexure- V	Tenderer Details
6	Annexure- VI	General Terms & Conditions
7	Annexure- VII	Benefits to Micro and Small Enterprises (MSEs)
8	Annexure- VIII	BG Format for EMD
9	Annexure- IX	BG Format for SD

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ANNEXURE-I

BIDDER QUALIFICATION CRITERIA

Offers of only those participating parties/Bidders will be considered for price bid opening/ evaluation who meets the following qualification criteria:

C N				Documents Required
S. No.	conditions			(To be Submitted/Uploaded along with technical bid)
1	/ supplier h two (2) yea Note: "The last 2 :	aving successful rs. years shall be cour	facturer / Authorized dealer experience during the last nted from last date of the der has been Issued."	i) Bidder must submit the copy of valid industrial
2	respect to e executed at the last two Sr. No.	xperience of havi least one order of years. Description	ocumentary evidence with ng successfully completed / f the following items during PO Executed Value (Incl GST) 50.52Lakh	i) Documentary evidence (Relevant P.O. and Copies of Invoices Or Delivery Orders) should be enclosed from respective customer(s). ii) The contact details of Customer(s) may be mentioned in order to verify the antecedents.
	Note: "The last 2 years shall be counted from last date of the preceding month in which tender has been Issued."			
	than mentio	oned as below in ding financial yea	ial turnover shall not be less any one of the immediate rs as on the date of issuance	
	Sr. No.	Description	Minimum Annual Turnover	financial years. (FY 2021-22 & 2022-23, 2023-24)
3	Note: In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years			* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by
				practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).



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	immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.) • In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited.							
	Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.							
			should be positive for a 31st March'2024*.	the	A Copy of Audited* Balance Sheet should be submitted in support of your claim.			
4					* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).			
5	mentioned a 2023-2024.	as below as per Au	um working capital dited Financial result of I	FY	Copy of audited balance sheet for the Financial year 2023-24 ending 31st March'2024 should be submitted. Or, Requisite document issued either from any Indian			
	Sr. No.	Description	Minimum Working Capital		scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs 5.052 Lakhs as per quote as on			
	1	Supply of Valves	5.052 Lakh		preceding month in which tender has been issued.			
6	I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit. II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.				Self-certification(s) for both should be submitted on Party's letterhead for the same.			
	III. Bidder must not be on the Holiday list of RFCL.							

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ANNEXURE-II

List of Items

S. No	Item Code	Description of Item	Qty	Uo M	Tenderer's Confirmation
1	723112805	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB, TRIM- 13% CR.STEEL, FLGD, 150, AWWAC207,FF/125AARH, Size: 28.00"", WORM GEAR OPERATED	3	NO	
2	723411605	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B-16.5, WAF/125AARH, Size: 16.00"", WORM GEAR OPERATED	4	NO	
3	723412405	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B-16.5, WAF/125AARH, Size: 24.00"", WORM GEAR OPERATED	7	NO	
4	725110305	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 3.00 inch	35	NO	
5	725111006	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 10.00 inch	2	NO	
6	725295503	Gate Valve, API 602/ ISO 15761, BODY-ASTM A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch	15	NO	

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ANNEXURE-III

SPECIAL TERMS & CONDITIONS

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

Sr. No	Terms and Conditions						
1	Scope Of Work: Supply of Valves as per the details mentioned at Annexure-II on FOR RFCL Site, Ramagundam basis.	n					
2	Terms of Price: Tenderer shall quote rates on FOR RFCL Ramagundam basis.						
3	Delivery Period: Supplier has to supply the material within from the date of PO/LOA.						
4	Payment Terms: 30 Days (As per Clause No. 16 of General Terms & Conditions – Annexure-VI).						
5	PRS: As per Clause No. 15 of General Terms & Conditions – Annexure-VI.						
6	Offer Validity: The offer must be valid for acceptance for 120 days from Tender Opening date/Due date (As per per Clause No. 02 of General Terms & Conditions – Annexure-VI).						
7	SUBMISSION OF TENDERS: Bids are invited under Two Part bid system. Tenderers must submit Bids in electronic form. The tenders duly accompanied with bids, offered product catalogue / all necessary documents (As applicable) should be submitted Online at: https://rfcl.abcprocure.com within the Bid Closing Date and time stipulated in the e-Tender. All letters/ Correspondences are addressed to:						
	GM (Materials) Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam 505210, Dist-Peddapalli, Telangana.						
8	Guarantee: supplier will guarantee/warrantee the supplied items against manufacturing defects/ poor workmanship for a period of 24 months from the date of supply or 12 months from date of commissioning whichever is earlier. Defects, damages reported during guarantee/warrantee period shall be replaced within 2 weeks from the date of intimation. A certificate in this regard shall be submitted along with supply of material.						
9	Hydrostatic Test Pressure certificate: Supplier will submit Hydrostatic Test Pressure Certificate along with despatch documents, as per standard API 598 of supplied valve, at No Extra cost to RFCL.						
10	Materials Test Certificate (MTC): Supplier will submit Materials Test Certificate (MTC) along with despatch documents, at No Extra cost to RFCL.						
11	Vendor shall ensure that QAP is as per manufacturers Standard						
12	The tenderer shall quote price strictly in accordance with the terms & conditions of tender document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.						
13	Complete Catalogue/Literature as applicable, if any, should be sent along with the quotation.						
14	The Material must be securely packed before dispatch so as to avoid any damage during transit.						
15	The Material shall be inspected and checked thoroughly at RFCL site before acceptance of the Material.						
16	<u>Bid Rejection Criteria</u> : The Bid shall conform generally to the specifications and terms & conditions given in the NIT Document. Bids may be rejected on following points at the discretion of RFCL:						

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- 1. Any Deviations w.r.t submission of EMD or MSME Certificate or equivalent (If applicable).
- 2. Any Deviations w.r.t Delivery Terms: Prices to be quoted on FOR, RFCL Ramagundam basis.
- 3. Any Deviations w.r.t Payment Terms: Advance payment or any other payment terms not Accepted.
- 4. Any Deviations w.r.t PRS (Price Reduction Schedule) Clause: No Deviations is acceptable.
- 5. Any Deviations w.r.t Bid Validity: Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing.
- 6. Any Deviations w.r.t Warranty / Guarantee clause (if Applicable) is not acceptable.
- 7. Any Deviations w.r.t SD-cum-PBG Clause is not acceptable.
- 8. Tenderers must quote rates in accordance with the price schedule outlined in PRICEBID format. Prices/Rates should be quoted in Indian Rupees and must be maintained in the "PRICEBID format" only. The rates quoted in the "PRICEBID" format will only be considered and prices submitted in any other format/form/document/mode shall lead to rejection of bid.
- 9. Bids received in any other form except, online digitally signed bids uploaded in RFCL's e-Tender Portal https://rfcl.abcprocure.com, will be summarily rejected.
- 17 The bids after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below.

i) TECHNICAL EVALUATION:

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

ii) PRICE EVALUATION:

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

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

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

19 **EARNEST MONEY DEPOSIT (EMD):**

Tenderers must submit Earnest Money Deposit of Rs. $\frac{1,00,000}{-}$ (Rupees One Lakh Only).

The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Gaurantee Format of EMD-BG as per **Annexure-VIII**. The charges,

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if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should received by RFCL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

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

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

Beneficiary Name: Ramagundam Fertilizers and Chemicals Limited

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

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

Earnest Money Deposit will not bear any interest.

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

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.

20 Security Deposit (SD):

- (a) Successful Tenderer, for faithfull performance of the contract, will furnish Security Deposit within 10 days of issue of Purhase Order. The Security Deposit will be @ 10% of Order value. The same shall be valid for a period covering the Delivery Period + 3 Month's Claim Period.
- (b) If SD is made in the form of Crossed A/c Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. D.D. payable at locations other than above will not be accepted.
- (c) The tenderer will also have the option to furnish SD by way of Bank Guarantee from any of the Scheduled Indian Banks excluding Rural and Co-operative Banks, in the prescribed format (as per Annexure-VII enclosed).
- (d) Cheques will not be accepted in any case.
- (e) The SD will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.
- (f) The above SD will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- (g) The amount so drawn will not in any way effect any remedy, to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.
- (h) In the event of the forfeiture of whole or part of the SD, the tenderer will deposit further sum /sums, so as to maintain the full SD amount as mentioned above.
- (i) The SD will be refunded after complete execution of contract. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD or any portion

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Ramagundam Fertilizers & Chemicals Limited (A Joint venture company of NFL, EIL & FCIL)

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	thereof which may be due for release until such difference and dispute had been finally	
	settled or adjusted.	
	The SD amount will not bear any interest.	
21	All information sought by RFCL during tender evaluation shall be provided within the time	
	set out in the communication on the subject. Failure of the tenderer to comply with	
	requirements of RFCL within stipulated time may make the offers as unresponsive & shall	
	entitle RFCL to proceed further with the tenders.	
22	Tenderers 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 tenderer on their letter	
	head, will not be allowed on the ground that offer was not signed by authorized person.	
23	The tenderers must submit/upload online, one set of the tender document duly signed as	
	token of acceptance of all the tender conditions alongwith their techno- commercial bid	
	failing which their tender may not be considered.	
24	The word "Standard Terms and Conditions" under Clause No: 20 of General Terms &	
	Conditions should be read as "Special Terms and Conditions".	
25	During the validity period of the offer, the extension of validity of Bank Guarantee	
	submitted towards the EMD will be arranged and provided by the tenderer in case the	
	same is desired by RFCL.	

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ANNEXURE - IV

PRICE BID

To,

GM (Materials), RFCL, Ramagundam

Sub.: Tender for Supply of Valves

RFCL Tender No.: RFCL/2024-25/AN/Mech/CMO240097/89 Dated. 07.06.2024

With reference to above mentioned tender, we hereby submit our Price Bid as under: -

Sr. No.	Item Code	Description of Items:	Qty	UOM	Unit Rate (₹) including P&F, Insurance & Frt up to RFCL, Ramagundam	Amount (₹) including P&F, Insurance & Frt up to RFCL, Ramagundam	GST Rate (%)	GST Amount (₹)	Total Amount (₹) All inclusive of GST, P&F, Insurance & Frt up to RFCL, Ramagundam	Total Amount all inclusive (Rs. in words)
Α	В	С	D	E	F	G=D*F	Н	I=G*H/100	J=G+I	K
1	723112805	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB, TRIM- 13% CR.STEEL, FLGD, 150, AWWAC207,FF/125AARH, Size: 28.00"", WORM GEAR OPERATED	3	NO						
2	723411605	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B- 16.5, WAF/125AARH, Size: 16.00"", WORM GEAR OPERATED	4	NO						
3	723412405	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B- 16.5, WAF/125AARH, Size: 24.00"", WORM GEAR OPERATED	7	NO						
4	725110305	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 3.00 inch	35	NO						
5	725111006	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 10.00 inch	2	NO						

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725295503	Gate Valve, API 602/ ISO 15761, BODY-ASTM A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch	15	NO					
d Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL	, Ramagu	ındam):			1		
d Total (In Wo	ords):							
	-			o and agree to accep	ot and abide by	the same i	n toto. The above	quotation has been
Dated: Place:								
	nd Total (Rs.) (nd Total (In Wo nave read all the red after taking	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL) ad Total (In Words): have read all the terms and conditions of the Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and red after taking into account all the terms and conditions of Notice Inviting Tender and the terms and the terms and the terms and the tender and the te	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL, Ramagual Total (In Words): have read all the terms and conditions of the Notice Inviting Tender and the Annual Total (In Words) into account all the terms and conditions of Notice Inviting Tender	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL, Ramagundam): ad Total (In Words): ave read all the terms and conditions of the Notice Inviting Tender and the Annexures hereta after taking into account all the terms and conditions of Notice Inviting Tender in toto.	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL, Ramagundam): ad Total (In Words): ave read all the terms and conditions of the Notice Inviting Tender and the Annexures hereto and agree to accepted after taking into account all the terms and conditions of Notice Inviting Tender in toto. Digital Signatur	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL, Ramagundam): ad Total (In Words): ave read all the terms and conditions of the Notice Inviting Tender and the Annexures hereto and agree to accept and abide by red after taking into account all the terms and conditions of Notice Inviting Tender in toto. Digital Signature (or) Signature	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL, Ramagundam): ad Total (In Words): ave read all the terms and conditions of the Notice Inviting Tender and the Annexures hereto and agree to accept and abide by the same red after taking into account all the terms and conditions of Notice Inviting Tender in toto. Digital Signature (or) Signature & Seal of Tender and Tender and Tender and Tender In toto.	725295503 A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch ad Total (Rs.) (including GST, P&F, Insurance & Freight upto RFCL, Ramagundam): ad Total (In Words): ave 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 red after taking into account all the terms and conditions of Notice Inviting Tender in toto. Digital Signature (or) Signature & Seal of Tenderer or

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ANNEXURE-V

TENDERER DETAILS

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

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

Name, Seal & Signature of Authorised Signatory

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Annexure-VI

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

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

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

16 PAYMENT TERM & MODE:

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

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

- 20 **GÚARANTEE** / **WARRANTY**: The supplier will take full responsibility for the satisfactory performance of the equipment/item from the date of supply or commissioning at RFCL, as applicable. Supplier will provide warranty for the supplied items against manufacturing defects/ poor workmanship as per Scope of Work /Standard Terms and Conditions of the tender document. Tenderer to Specify OEM warranty on each item. In case of supplier not confirmed warranty of products, supplier will warranty the supplied items against manufacturing defects/ poor workmanship for a period of 18 months from the date of supply or 12 months from date of commissioning whichever is earlier and supplier will submit Warranty Certificate to this effect along with despatch documents Tenderer.
 - However, Defects, damages reported during guarantee/warantee period shall be attended & rectified within 2 weeks from the date of intimation.
- 21 If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Service Engineer/s for technical supervision during installation. The charges for the same are to be included in the quoted price.
- The material must be securely packed before dispatch so as to avoid any damage during transit. In case of dispatch of material, consignment shall be consigned to 'RFCL, Ramagundam and not on 'SELF' basis. Each packing/bundle/item must be prominently marked with Order No. and packing No. The equipment/items should be dispatched by road through associated transporter on Door Delivery basis. The freight charges are to be included in the quoted prices. The transit insurance of the consignments should be arranged by the supplier covering all transit risks upto the destination RFCL. The insurance charges are to be included in the quoted prices. All goods shall be consigned to Officer- In- Charge (Stores), RFCL. Any expenditure and or demurrage incurred in respect or wrong consignment of goods by road shall be recovered from the supplier.
- 23 Withdrawal of the quotation by the tenderer within offer validity period after tender opening will entail to EMD forfeit and/or delisting.
- 24 If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) delay the tendering process (or)resorts to canvassing/rigging/influencing the tendering process, RFCL reserves the right to debar such tenderers from participation in the present/future tenders up to a period of 2 years.
- 25 INDEPENDENT CONTRACT: In the event of an order, the same shall be treated as an independent contract, exclusive of any other contract awarded by RFCL and in no case supplier shall have any general lien towards the items/material supplied in pursuance of Purchase Order.
- NON-ASSIGNABILITY OF CONTRACT: The successful Tenderer shall not transfer or assign the contract or any part of it without obtaining the written permission of RFCL in advance. In the event of the successful tenderer's transferring or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contract and to purchase the goods elsewhere. Successful Tenderer shall be liable to the RFCL for any loss or damage which RFCL may sustain in consequence or arising out of such purchases. Even in case RFCL permits transferring or assigning the contract or any part of it, it shall not create any contractual obligation between RFCL and the person or party to whom the purchase order has been transferred or assigned and shall hold the Tenderer responsible for satisfactory and due & proper fulfilment of the contract.
- 27 FORCE MAJEURE :Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion,fire, riots, earthquake,

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

- 28 CONFIDENTIALITY: Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of RFCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
- 29 INDEMNITY: In the event of issue of purchase order, the Tenderer shall indemnify and save harmless RFCL from all claims, losses, demands, causes of action arising out of the services, labour, equipment and material supplied.
- **DISPUTES Resolution**: "Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved /settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereinafter.

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

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

The language of Arbitration shall be English.

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

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

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

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

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ANNEXURE-VII

Benefits to Micro and Small Enterprises (MSEs):

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

Reservation of Specific items for Procurement from Micro & Small Enterprises (MSEs)

To enable wider dispersal of enterprises in the country, particularly in rural areas, the Central Government Ministries or Departments or Public Sector Undertakings shall continue to procure items reserved for procurement exclusively from MSE (present 358 (three hundred and fifty eight) items including eight items of Handicrafts) from Micro and Small Enterprises, which have been reserved for exclusive purchase from them. The latest list may be seen from the website of Ministry of MSME¹. Ministry of MSME has clarified that the laminated paper Gr. I, II & II are NIT covered under the paper conversion product (SI. No. 202) of the Public Procurement Policy². For locating the sourcesof such reserved items, NSIC may be contacted.

Public Procurement Policy for Micro and Small Enterprises (MSEs)

- i) From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society . The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website³.
- ii) Micro and Small Enterprises (MSE) registered under Udyam Registration are eligible to avail the benefits under the policy.
- iii) The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/PSUs.
- 1) To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit (EMD), and adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications.

"However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities"

- 2) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.
- 3) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty five) per cent of total tendered value. The 25(twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 4) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement

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uned by SC/ST entrepreneurs and three (3) percent earmarked to women owned by SC/ ST

earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- c) In case of Private Limited Companies. at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- iv) If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- v) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering the spirit of thePolicy for enhancing Govt. Procurement from MSEs.
- vi) To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries / Departments /PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:
- a) Special Vendor Development Programmes / Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
- b) Outreach programmes will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation: and
- c) NSIC would open a special window for SCs/STs under its Single Point Registration Scheme (SPRS).
- d) A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated / implemented by the NSIC under this Ministry.
- vii) Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- viii) This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors' sole agent/ Works Contract are excluded from the purview of the policy.
- ix) **Exemptions from the policy:** Given their unique nature, Defence armament imports shall not be included in computing 25(twenty five) per cent goal for Ministry of Defence.

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ANNEXURE-VIII

BID SECURITY (EMD) FORMAT

DRAFT OF BANK GUARANTEE FOR EMD

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT	Scope
Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003 (HEREINAFTER CALLED RFCL	WHICH
EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) H	AVING
AGREED TO EXEMPT(HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION	SHALL
UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DE	
UNDER THE TERMS AND CONDITIONS OF TENDER NOFORHEREIN	IAFTER
CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERE	
THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDERFORON PRODUCTI	
BANK GUARANTEE FOR RS(RUPEES /USDONLY).	
1. WEBANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO	O RFCL
AN AMOUNT NOT EXCEEDING RS (RUPEESONLY) AGAINST ANY LO	SS OR
DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE	
AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH H	
BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.	
2. WE BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDE	R THIS
GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED	
BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREA	
THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON (
SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONC	
AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY	
THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING	
(RSONLY).	
(NOONET).	
3. WEBANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL	FORCE
AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND T	
SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED O	
SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVI	
fully paid and its claims satisfied or discharged or till a duly authorised officer of recl certified	
THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY TH	
TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUAR	
IS MADE ON US IN WRITING ON OR BEFORE THETO INCLUDE 3 MONTHS CLAIM OVER AND ABO	
PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SH	
	ALL BE
DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.	
4. WEBANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURI	
CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED	DAY
OF20	
CORPORATE SEAL FOR BANK	

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ANNEXURE-IX

BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT (To be prepared on Stamp paper of Rs. 500/- issued in the name of Bank)

This BANK GUARANTEE	No		made t	his day of			between
			a bank incorp	orated and	having its	s registered	office at
	(hereina	after called BANK)	which express	ion shall unl	ess repugn	ant to the	context or
contrary to the meaning th	nereof include its	successors and ass	signs on the o	ne part and i	RAMAGUN	DAM FERTILI	ZERS AND
CHEMICALS LIMITED, a Con	mpany	registered in India	under Compar	nies Act, 2013	and having	g its registere	d office at
Scope Complex, Core No.	III 7, Institutiona	l Area, Lodhi Road	, New Delhi-1:	10003 , India	to the con	text or contr	ary to the
meaning thereof include its	successors and as	signs on the other p	art.				
WHEREAS in pursuance to	o the agreement	dated			(hereinaf	ter called C	ONTRACT)
entered into between							
			a Compan	y incorporate	ed in		
(hereinafter called CONTRA	CTOR) which exp	ression shall unless	repugnant to t	the context o	r contrary t	to the meani	ng thereof
include its	successors	and	assigns,	fo	or	supply	of
				as envisag	ed in the C	ontract, Cont	ractor has
CONTRACTOR accordingly a fulfilment of all of its obligated	_		erformance Bai	nk Guarantee	as hereina	fter containe	d towards
NOW THIS DEED WITNESSES	S AS FOLLOWS:						
1. In pursuance of the Cont	ract, the Bank he	reby guarantees as	a direct respor	nsibility to OW	/NER that t	he BANK is h	olding the
amount of Rs		at Ov	vner's disposal	and hereby p	romises an	d shall be bo	und to pay
to OWNER, forthwith at Ow	ner's written not	ice stating that the	contractor has	failed to fulfil	its obligati	ions under th	e contract
for reasons for which conti	ractor is liable and	d without any prote	est or demur a	nd without re	course to	contractor ar	nd without
asking for any reasons as to	whether the amo	ount if lawfully asked	for by Owner	or not, the en	tire amoun	t or the porti	on thereof
as mentioned by Owner in t	he notice.						
The decision of the Owner	as to whether the	e terms and condition	ons of this Secu	urity Deposit	cum-Perfor	mance Bank	Guarantee
have been observed or not	shall be final and	d binding on the BA	NK. In any cas	e, however th	ne Bank's r	esponsibility	under this
Security Deposit-cum Perfor	rmance Bank Guar	antee is limited to R	s				



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2. This Security Deposit-cum-Performance Bank Guarantee shall		
months from the date of this Bank Guarantee No.	aatea	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 me	ntioned certificate of commission	ing / erection / completion
certificate, the Security Deposit-cum-Performance Bank Guarantee	shall become null and void.	
3. This Security Deposit-cum-Performance Bank Guarantee shall be	e 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 0	Owner at its discretion and
without any further consent from the Bank, and without affecting	its rights against the Bank, may co	ompound with, give time or
other indulgence to or make any other arrangement with Contr	actor and nothing done or omitte	ed to be done by Owner in
pursuance of any authority or permission contained in this guarant	ee, shall effect discharge of the lia	bility of the Bank.
4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security E	Deposit-cum-Performance Bank Gu	uarantee will remain in force
initially upto months from the effective	e date of Bank Guarantee No.	dated
given by the Bank to the Owner and subject to prov	isions of paragraph 2 above will st	and automatically cancelled
on the expiry of the said period. Unless demand or claim under	this Bank Guarantee is made on E	Bank in writing within three
months from the date of expiry of this Bank Guarantee, all the righ	nts of Owner against the Bank shal	l 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 tin	ne when it would be delivered in	due course of post, and in
proving such notice, when given by post, it shall be sufficient to pr	ove that the envelope containing t	the notice was posted and a
certificate, signed by an officer of the owners, to the effect that the	e envelope was so posted, shall be	conclusive.
6. The Security Deposit-cum-Performance Bank Guarantee is to be	e returned to the Bank after its ex	piry in terms of Paragraph 4
above.		
7. The Bank declares that it has the power to issue this guarantee a	and the undersigned have full pow	er to do so.
Dated this day of	·	
	(Indicate the name o	f the Bank with stamp)

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