



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

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

BIDS ARE INVITED

FOR

Supply of "Sulphuric Acid"

E-Tender No: 54350

01-Dec-2022

NIT Ref. No.: RFCL/2022-23/DS/Prod/DUP220769/185

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 "**Supply of Sulphuric Acid**" 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

Mr. Pradeep Varshney, DGM (Materials) RFCL, Fertilizers City, Ramagundam E mail: pvarshney@rfcl.co.in	Mr. Durgesh Kumar Sharma Assistant Manager (Materials), RFCL, Fertilizers City, Ramagundam Mob No: 9918888256 E mail: durgesh.sharma@rfcl.co.in
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b) M/s. e-Procurement Technologies Limited

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

2.

a) Pre-Requisites for System using e-Procurement sites:

- 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.abcpocure.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.abcpocure.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@abcpocure.com, dsc@abcpocure.com, Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
5. Corrigendum/amendment, if any, shall be notified on the site <https://rfcl.abcpocure.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.abcpocure.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/revise 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 the due 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 be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.
9. RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
10. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
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 "Supply of Sulphuric Acid"

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	02.12.2022 at 10:00 hrs.
2	End Tender Document Download	12.12.2022 at 10:00 hrs.
3	Due/ last date of submission Bids	12.12.2022 at 10:30 hrs.
4	Technical Bids Opening	12.12.2022 at 11:00 hrs.
5	Price Bids Opening	Shall be intimated later

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.

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.

14. 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.

15. 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.

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

17. SYSTEM FAILURES AND REMEDIAL MEASURES THERE OF/COURSE OF ACTION TO BE FOLLOWED

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

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

		the bidders who have participated in the tender & submitted their bids online.
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18. Name & Adresse & Address of Consignee:

Manager (Stores),
Ramagundam Fertilizers And Chemicals Ltd
Ramagundam-505210, Distt-Pedapalli, Telangana

19. GST Nos.:

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

- 20.** 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**

P.V.S

**(Pradeep Varshney)
DGM (Materials)**

PRADEEP VARSHNEY
Pradeep DGM (Materials)
Ramagundam Fertilizers and Chemicals Limited
Ramagundam, Dist. Peddapalli - 505 210, (T.S.)

ANNEXURES

Sr. No.	Annexures	Particulars
1	Annexure- I	List of Items & Technical Specifications
2	Annexure- II	Special Terms & Conditions
3	Annexure- III	Eligibility Criteria
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

ANNEXURE-I

List of Items & Technical Specifications

Sr. No.	Item Description	Qty & U.O.M
1	Sulphuric Acid, Technical Grade with Purity of 98% confirming to IS-266/1997	300 MT

Technical Specifications

Sr. No.	RFCL Requirement	(Tenderers to Comment/Confirm)
1	Specifications: Sulphuric Acid should be technical grade with purity of 98% conforming to IS-266/ 1997	confirmation
2	QUALITY ANALYSIS REPORT: In the event of placement of Order, Successful Tenderer shall have to submit the Material Test Certificate and MSDS along with the supply at no extra cost to RFCL. However, the material shall be tested at RFCL Laboratory on receipt and its Report shall be final and binding.	confirmation
3	QUANTITY OF SULPHURIC ACID: Quantity of 300 MT is our estimated requirement for 6 months and shall be taken in staggered manner as per our requirement from time to time against issuance of delivery orders. The actual quantity may increase by 20% at the sole option of RFCL during validity period of PO. Minimum order quantity against each Delivery Order (DO) per moth shall be 25 MT to 30MT and 2 (Two) delivery Order shall be issued per month.Hence monthly requirement of H2SO4 will be 50 to 60MT. However, RFCL does not guarantee to take any minimum quantity. and may short close the contract at any point of time during the validity of contract at its sole discretion.	confirmation
4	ACCEPTANCE/REJECTION OF MATERIAL The material will be tested in our Laboratory after receipt and its report shall be final and binding on the supplier.	confirmation
5	LOCATION OF PLANT/PLACE OF SUPPLY Tenderers shall indicate the location of their Plant/Place of supply.	Tenderers confirmation

Response not to be filled here. To be filled in online portal.

SPECIAL TERMS & CONDITIONS

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

Sr. No	Terms and Conditions	Tenderer's Confirmation												
1	SCOPE OF WORK: Supply of Sulphuric Acid as per the specifications mentioned at Annexure-I in road tankers delivered up to RFCL Site, Ramagundam basis.													
2	CONTRACT VALIDITY: The contract shall be valid for the period of 6 months from the date of issuance of purchase order. RFCL at its sole option can extend the period of contract by two months. If delivery order is placed within validity period, then the contract will be valid to the extent of validity of delivery order or validity of contract whichever is later.													
3	DELIVERY PERIOD: Supplier has to supply material in staggered manner as per RFCL requirement against issue of delivery order by RFCL. Minimum order quantity against each Delivery Order (DO) per moth shall be 25 MT to 30MT and 2 (Two) delivery Order shall be issued per month.Hence monthly requirement of H2SO4 will be 50 to 60MT. Supplier has to supply the material within 10 days from the date of issuance of Delivery order.													
4	VARIATION IN WEIGHMENT: Weighment at weigh-bridge of RFCL will be final and binding on the supplier. Weigh- bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities. We shall put in our best efforts to unload the material on priority on working days. But in case of delay, No Detention charges for the detention of Tanker will be paid.													
5	Payment Terms: <u>Payment terms are inline with the General Terms & Conditions (At Annexure VI)</u> a) The processing of payment is subject to submission of bills by the supplier for supplies made as per delivery schedule. b) The documents which shall be enclosed while submitting Invoices are as under: <table border="1"> <tr> <td>1.</td><td>GST Compliant Invoice</td><td>Original + 2 Copies</td></tr> <tr> <td>2.</td><td>Test Certificate</td><td>Original</td></tr> <tr> <td>3.</td><td>Bank Mandate Form</td><td>Original</td></tr> <tr> <td>4.</td><td>Consignee Copy of GR/LR</td><td>Original</td></tr> </table> c) Payment shall be subject to applicable GST TDS. In case 'Security Deposit' is not submitted by the supplier then payment will be released after deducting equivalent amount of Security Deposit from their Invoice(s).	1.	GST Compliant Invoice	Original + 2 Copies	2.	Test Certificate	Original	3.	Bank Mandate Form	Original	4.	Consignee Copy of GR/LR	Original	
1.	GST Compliant Invoice	Original + 2 Copies												
2.	Test Certificate	Original												
3.	Bank Mandate Form	Original												
4.	Consignee Copy of GR/LR	Original												
6	PRS: As per Clause No. 15 of General Terms & Conditions – Annexure-VI.													
7	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).													

8	SUBMISSION OF TENDERS: Bids are invited under Two Part bid system. Tenderers must submit both “Technical” and “Commercial” 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.abcpocure.com within the Bid Closing Date and time stipulated in the e-Tender. All letters/ Correspondence are addressed to: DGM (Materials) Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam-505210, Dist-Peddapalli, Telangana.	
9	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.	
10	Deleted	
11	EARNEST MONEY DEPOSIT (EMD) – Tenderers must submit Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand 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 Guarantee Format of EMD-BG as per Annexure-VIII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should be 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. Tenders without earnest money deposit shall be summarily rejected. Note: Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG details immediately to pvarshney@rfcl.co.in and durgesh.sharma@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.	
12	Security Deposit (SD): (a) Successful Tenderer, for faithful performance of the contract, will furnish Security Deposit within 10 days of issue of Purchase Order. The SD-cum-PBG will be @ 3% of Order value. The same shall be valid for a period covering the Contract Period + 3 Month's Claim Period. "However, the reduced %age of SD-cum-PBG shall be applicable only upto 31.03.2023 and beyond 31.03.2023, the same shall be dealt in accordance with Government Guidelines, in vogue, in this regard, at that time". (b) If SD-cum-PBG is made in the form of Crossed A/c Demand Draft in favour of Ramagundam Fertilizers And Chemicals Limited payable at Ramagundam. D.D. payable at locations other than above will not be accepted. (c) The tenderer will also have the option to furnish SD-cum-PBG by way of Bank Guarantee from any of the Scheduled Indian Banks excluding Rural and Co-operative Banks, in the prescribed format (as per Annexure-IX enclosed). (d) Cheques will not be accepted in any case. (e) The SD-cum-PBG will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee. (f) The above SD-cum-PBG will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD-cum-PBG either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD-cum-PBG to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect. (g) The amount so drawn will not in any way effect any remedy, to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon. (h) In the event of the forfeiture of whole or part of the SD-cum-PBG, the tenderer will deposit further sum /sums, so as to maintain the full SD-cum-PBG amount as mentioned above. (i) The SD will be refunded after complete execution of contract. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD-cum-PBG or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted. The SD-cum-PBG amount will not bear any interest.	
13	<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:	

	- Any Deviations w.r.t Delivery Terms: Prices to be quoted on FOR, RFCL Ramagundam basis. - Any Deviations w.r.t Payment Terms: Advance payment or any other payment terms not Accepted. - Any Deviations w.r.t PRS (Price Reduction Schedule) Clause: No Deviations is acceptable. - 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. - Any Deviations w.r.t Warranty / Guarantee clause is not acceptable. - Any Deviations w.r.t SD cum Performance Bank Guarantee Clause is not acceptable. - 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. - Bids received in any other form except, online digitally signed bids uploaded in RFCL's e-Tender Portal / https://rfcl.abceprocure.com, will be summarily rejected.	
14	Evaluation Criteria: The bids after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below. <u>TECHNICAL EVALUATION:</u> - All Offers have to conform to Technical specifications mentioned in Technical Specifications (Annexure-I). - Technical bids of all participating tenderes shall be evaluated considering Bidder eligibility criteria, Technical specifications and special terms and conditions mentioned in NIT. <u>PRICE EVALUATION:</u> - Price bids of only those tenderes shall be evaluated who qualifies Technical bid evaluation as mentioned above and based on the following: - Evaluation of bids shall be done on overall net landed value at RFCL site, Ramagundam basis including GST, Packing & Forwarding, Insurance & Freight and all charges leviable to RFCL upto RFCL site. RFCL at its sole discretion may vary quantities, if so, required at the time of PO placement. The benefit due to set-off of GST if any, shall be taken by RFCL and the same shall not be considered while evaluation of bids.	
15	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 .	
16	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.	
17	The tenderers must submit/upload online, one set of the tender document duly digitally signed by using digital certificates as token of acceptance of all the tender conditions alongwith their techno- commercial bid failing which their tender may not be considered.	
18	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.	
19	Tenderers shall give self certification on their letterhead that they have not been blacklisted by any govt dept/Public Sector Undertaking/Co-operative Unit. Offer of such blacklisted Tenderers shall not be considered.	
20	The word "Standard Terms and Conditions" under Clause No: 20 of General Terms & Conditions should be read as "Special Terms and Conditions".	
21	Successful Tenderers shall be required to submit security deposit for purchase order value Rs. 10 Lakhs and above. No security deposite shall be required for purchase order value less than Rs. 10 Lakhs.	
22	Bidder shall submit copy of PO issued by any PSU/other company for the same/similar item along with offer/bid.	
23	Bidder shall submit published price list of spares from OEM along with offer/bid.	
24	MODE OF DESPATCH: BY MS TANKER Please ensure the following while dispatching the material as these are the statutory requirements. i. As requested under Rule 134 of OMV RULES 1989, emergency information panel (EIP) in prescribed format should be available at 3 locations i.e. on both sides plus rear side of the tankers. ii. Transport emergency cards (Term Cards) should be available with the Drivers of the Tankers as required under the Law. iii. As per Rule 9 of OVM, Drivers of the Tankers carrying Hazardous materials should get their licenses endorsed from Licensing Authority after successful completion of training for 3 days. Such endorsements are not available on the licenses of Number of Drivers coming with Tankers, which must be avoided. iv. Mufflers/flame arrestor must be provided on the Exhausts of Tankers entering inside the Hazardous areas like our factory.	
25	The supplier shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
26	The supplier shall indemnify and legally protect RFCL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in	

	performance of his/its obligations under the contract. If the RFCL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, RFCL shall be entitled to recover the said amount from any due payment / security or other guarantee available with the RFCL under the contract.	
27	The supplier shall ensure that the tankers used for transportation of Sulphuric acid are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Deptt. And comply all statutory requirement prescribed under Safety Act and/or any other law/regulations, whatever be applicable, for the time being in force for safe transportation of Sulphuric acid	
28	It is the sole responsibility of seller to ensure safe movement of product and delivery of the same in sound condition to RFCL, Ramagundam Site. The liability of the seller, driver and transporter(s) of tanker is not absolved till the tanker is unloaded safely at the consignee's premises.	
29	The supplier is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of driver, cleaner/employees during working hours or outside, the seller shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket. RFCL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to seller or his driver/cleaner/ employees. The seller shall be liable to RFCL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to RFCL.	
30	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.	

ANNEXURE-III

ELIGIBILITY CRITERIA FOR TENDERER

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

Sr. No.	Criteria	Documents Required (To be Uploaded)
1	Bidder should be either manufacturer / Authorized dealer / supplier having successful experience during the last two (2) years. Note: “The last 2 years shall be counted from last date of the preceding month in which tender has been Issued.”	i) Bidder must submit the copy of valid industrial Licence issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate. ii) In case the manufacturer wants to quote through their authorized dealer/distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization certificate should be issued for specific tender/enquiry. iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest) v) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted
2	The bidder shall submit documentary evidence with respect to experience of having successfully completed / executed at least one Order of Value Rs 58,70,382 / Qty 300 MT of sulphuric acid during the last two years. Note: “The last 2 years shall be counted from last date of the preceding month in which tender has been Issued.”	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.

3	The Minimum Annual financial turnover shall not be less than Rs 58,70,382/- in at least one of the immediate Three preceding financial years as on the date of issuance of this Tender/Enquiry. Note: - In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise ,it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report 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.	Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2021-22, 2020-21 & 2019-20) * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
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4	The net worth of the bidders should be positive for the financial year 2021-22 ending 31st March'2022*.	A Copy of Audited* Balance Sheet should be submitted in support of your claim. * Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
5	Bidder should have minimum working capital of Rs 5,87,038 /- as per Audited Financial result of FY 2021-2022. "Working capital should be current assets minus current liabilities.	Copy of audited balance sheet for the financial year ending 31st March'2022 should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs 5,87,038 /- as on 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. II. Bidder must not be on the Holiday list of RFCL.	Self-certification(s) for both should be submitted on Party's letterhead for the same.



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

ANNEXURE - IV

PRICE BID

To,
DGM (Materials),
RFCL, Ramagundam

Sub.: Tender for Supply of Sulphuric Acid.
RFCL Tender No.: RFCL/2022-23/DS/Prod/DUP220769/185 dated: 01.12.2022.
With reference to above mentioned tender, we hereby submit our Price Bid as under: -

Sr. No	Item Code	Description of Item	UOM	Qty	HSN Code	Unit Rate (₹) including P&F, Frt. & Insurance up to RFCL, Ramagundam	Amount (₹) including P&F, Frt & Insurance up to RFCL, Ramagundam	GST Rate (%)	GST Amount (₹)	Total Amount (₹) All inclusive of GST, P&F, Frt & Insurance up to RFCL, Ramagundam	Total Amount (₹) All All inclusive of GST, P&F, Frt & Insurance up to RFCL, Ramagundam (In words)
A	B	C	D	E	F	G	H=E*G	I	J=H*I/100	K=H+J	L
1	371178500	Sulphuric Acid, Technical Grade with Purity of 98% conforming to IS-266/1997 as per the specifications mentioned at Annexure-I.	MT	300							

Note:

Note:

- a) * Unit Rate without GST FOR Door Delivery basis = Basic Rate – Discount+P&F Charges+ Insurance & Freight upto RFCL, Ramagundam.
- b) Evaluation of bids shall be done on overall net landed value basis at RFCL site, Ramagundam basis including all taxes, Duties, freight and all charges leviable to RFCL upto RFCL site.

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



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

Dated: _____

Place: _____

Signature & Seal of Tenderer or
their Authorized Representative _____

ANNEXURE-V

TENDERER DETAILS

Sr.	Description							
1.	Name of Company/Firm							
2.	legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. Specify)							
3.	Trade Name of the Company/Firm							
4.	Registration Number of Firm/Company							
5.	Complete Registered/Branch Address							
6.	Name of Proprietor/Partners/Directors							
7.	Contact/Authorized Person name and Designation							
8.	Land line Tel No							
9.	Mobile number							
10.	Email Id							
11.	PAN No. to be intimated along with Documentary Proof thereof.							
12.	GST Registration No. with Documentary Proof.							
13.	HSN/SAC No.							
14.	If the Tenderer is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the Tenderer and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the Tenderer is not registered as per MSMED Act, 2006. <i>Registration month & Year should be prior to bid submission due date.</i>							
15.	Bank Account Details:							
	Name of Beneficiary/Account holder							
	Complete Bank Account No:							
	Account type (SB/Current/CC/OD) Pl. Specify							
	Name of Bank and Branch Address:							
	IFSC Code:							
16.	Name of Beneficiary							
17.	If a Tenderer has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Tenderer 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.	YES / NO (If Yes, give the following details) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Name & Designation of the Employee</th><th style="width: 33%;">Place of Posting</th><th style="width: 33%;">Relation with the Employee</th></tr> <tr> <td> </td><td> </td><td> </td></tr> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee			
Name & Designation of the Employee	Place of Posting	Relation with the Employee						
18.	Other information if any							

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



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'.
- 2 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.
- 3 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.**
- 4 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.
- 5 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. In case, 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.

- 13 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.
- 15 **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 its 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, statutory 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.
 - The Tax 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.
- 17 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 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 **GUARANTEE / WARRANTY:** The supplier will take full responsibility for the satisfactory performance of the equipment/item from the date of supply or

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

However, Defects, damages reported during guarantee/warranty 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.
- 22 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.

- 26 **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.
- 30 **Dispute 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 of 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.

ANNEXURE-VII

Benefits to Micro and Small Enterprises (MSEs):

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

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

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

(b) Purchase Preference for MSE :

In tenders, where the L1 (evaluated price) Tenderer is a non-MSE, up to 20% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying Tenderers have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe Entrepreneurs and a share of 3% out of 20% shall be allowed to MSEs owned by Women. In the case of an SC/ST owned MSE or Women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% / 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) Tenderers shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. Where the MSE is SC/ST owned / women owned, they shall be exclusively awarded a share of 4% / 3% respectively of the above 20% in addition to equally sharing the balance part with other non-SC/ST MSEs.

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

(c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

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



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) HAVING 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 DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEES /USD _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING _____ (RS _____ ONLY).

3. WE _____ BANK 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 THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED _____ DAY OF _____ 20____

CORPORATE SEAL

FOR BANK.



ANNEXURE-IX

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and **RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**, a Company registered in India under Companies Act, 2013 and having its registered office at **Scope Complex, Core No. III, 7, Institutional Area, Lodhi Road, New Delhi-110003**, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACT) entered into between RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (hereinafter called OWNER and _____ a Company incorporated in _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply of _____ as envisaged in the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for Rs. _____.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. _____ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this Security Deposit cum-Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this Security Deposit-cum Performance Bank Guarantee is limited to Rs. _____.



2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of _____ months from the date of this Bank Guarantee No. _____ dated _____ given by the Bank to Owner become effective.

Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time CMM-08 or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

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

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

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

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

Dated _____ this _____ day of _____.

(Indicate the name of the Bank with stamp)