



रामगुंडम फर्टिलाइजर्स एंड 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 RO MEMBRANE

E-Tender No: 55927

28-November-2023

NIT Ref. No.: RFCL/2023-24/BKJ/Prod/CUP230563/282

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 RO MEMBRANE**” 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, GM (Materials) RFCL, Fertilizers City, Ramagundam Mob No: +91 6283174405 E mail: pvarshney@rfcl.co.in	Mr. Bonny K Joseph, Manager (Materials) RFCL, Fertilizers City, Ramagundam Mob No: +91 9502022211 E mail: bonny.joseph@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/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 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:

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	28.11.2023 at 15:00 hrs.
2	End Tender Document Download	19.12.2023 at 13:00 hrs.
3	Due/ last date of submission Bids	19.12.2023 at 15:00 hrs.
4	Technical Bids Opening	19.12.2023 at 15:30 hrs.
5.	Price Bids Opening	to be Intimated separately

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**



**Pradeep Varshney
GM (Materials)**



PRADEEP VARSHNEY
General Manager (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	Bidder Qualification Criteria (BQC)
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
10	Annexure- X	Integrity Pact (IP)

ANNEXURE-I**List of Items & Technical Specifications**

Sr. No.	Item Code	Item Description	Qty (LOM)	Offered Make (Tenderer to Specify)	Offered Model (Tenderer to Specify)	Remarks
1	374404600	RO MEMBRANE	238 NO			

I) Detailed specification of RO membranes**A. REVERSE OSMOSIS SKID-I**

ITEM Code NO of RFCL	:	306-RO-401 A/B/C
SERVICE IONS	:	REMOVAL OF TOTAL DISSOLVED SOLIDS
LIQUID HANDLED	:	WATER/ ANTISCALANT SOLUTION
VISCOSITY OF LIQUID (cP)	:	0.8
VAPOUR PRESSURE(TORR)@ 300 C	:	31.8
LIQUID DENSITY (kg/m ³)	:	1000/1050
OPERATING TEMPERATURE (°C)	:	AMBIENT
DESIGN WATER TEMPERATURE (°C)	:	30
MECHANICAL DESIGN TEMP (°C)	:	65
OPERATING PRESSURE (kg/cm ² . a)	:	10.6 - 12.8 (Note:10)
OPERATING pH	:	6.5-8.5
Total Dissolved Solids I/L (TDS), mg/l	:	1808(Max)
Total Dissolved Solids O/L (TDS), mg/l	:	60(Max)

REVERSE OSMOSIS MEMBRANES

NO. OF RO STREAMS (NOS.)	:	3 X 173 M3 /Hr. (FEED)
AVERAGE FLUX (RATE)	:	17 LMH (MAX.)
CAPACITY OF EACH STREAM (PERMEATE)	:	3 X 147 m3 /hr
NET REJECT CAPACITY (M3 /H)	:	25.93
REJECT STREAM PRESSURE (KG/CM ² a)	:	11.13
NO OF STAGES	:	3
ARRAY CONFIGURATION	:	19/9/6
NO OF ELEMENTS IN EACH PRESSURE TUBE	:	7 MAX
LENGTH OF EACH MEMBRANE (INCH)/ DIA	:	40"/ 8" (Max)
MAX ELEMENT AREA (M ²)	:	37
MAX PRESSURE ACROSS EACH ELEMENT	:	0.11 bar
RO PERMEATE RECOVERY (%)	:	85 (MINIMUM)
FOULING ALLOWANCE (MINIMUM)	:	15 % PER YEAR (TOTAL 45%)
INLET FLOW REQUIRED FOR RATED OUTPUT:	:	173(M3 /H)
SALT REJECTION PERCENTAGE	:	1ST YEAR – 3rd YEAR (MIN) 99.6%- 99.3%
PERMEATE PRESSURE (KG/CM ² a)	:	2.0
MATERIAL OF CONSTRUCTION OF MEMBRANE:	:	POLYAMIDE
TYPE OF MEMBRANE	:	Fouling Resistant Membranes
OVERALL EFFICIENCY (%)	:	85

Notes:

- 1) **INTERCHANGEABILITY CUM FITNESS CERTIFICATE:** The supplier shall submit interchangeability cum fitment certificate with respect to RO-1 skid supplied by M/s Wipro water along supply of material.
- 2) **PERFORMANCE Guarantee:** The performance guarantee of the material is one year from date of installation.
- 3) **Workmanship Guarantee:** The material and workmanship guarantee shall be maintained as 1 year from the date of delivery at site at uninstalled packed condition.
- 4) RO-II reject shall be routed as RO-I feed.
- 5) Vendor to consider the RO-1 membranes operation for 3 years and provide the projections of recovery.
- 6) The upstream cartridge filter is designed for 173 m3/hr. and micron rating of 5 microns (absolute).

- 7) Current RO membrane type is BW30XFR-400/34 R1.
- 8) Attachment -X for RODM feed characteristics.
- 9) Attachment-Y for RO-1 permeate quality.
- 10) Mechanical design pressure is 23 Kg/cm2g.

Detailed specification of the Equipments:

Annexure-B

A. CARTRIDGE FILTER

S. No	Description	Values	Unit
1	Tag No.	306-CF-401 A/B/C	
2	No. of MCF	3	Nos.
3	MOC of MCF	Cartridge - PP Housing - SS316	
4	Feed Flow to MCF	173	m3 /h
5	Flow Per cartridge Filter	4	m3 /h
6	No of Cartridge Per Housing	44	Nos.
7	Micron Rating	5	Micron
8	Length of Cartridge Filter Element	40	inches

B. REVERSE OSMOSIS SKID-I

S. No	Description	Values	Unit
1	Tag No.	306-RO-401 A/B/C	
2	No of Skids	3	Nos.
3	Feed Flow Per RO-I skid	173	m3 /hr.
4	Recovery	85	%
5	Permeate Flow Per RO-I skid	147.03	m3 /hr.
6	Reject Flow Per RO-I skid	25.97	m3 /hr.
7	Average Flux	16.62	LMH
8 (i)	Array for RO-I (Stage-I)	No of Pressure Tubes = 19	Elements / pressure tube = 7
8 (ii)	Array for RO-I (Stage-II)	No of Pressure Tubes = 9	Elements / pressure tube = 7
8 (iii)	Array for RO-I (Stage-III)	No of Pressure Tubes = 6	Elements / pressure tube = 7
9	Total Membranes	238	Nos.

ATTACHMENT-X

RO-DM PLANT FEED WATER CHARACTERISTIC (Design):

S.No.	Parameter	Unit	Value
1	pH	-	6.5-8.5
2	Total Suspended Solids (TSS)	mg/l	10
3	Turbidity	NTU	10
4	TDS	mg/l	1808
5	Total Hardness (as CaCO ₃)	mg/l	817.2
6	Ca Hardness (as CaCO ₃)	mg/l	340
7	Mg Hardness (as CaCO ₃)	mg/l	476
8	MO Alkalinity	mg/l	120
9	Chlorides as Cl ⁻	mg/l	202.8
10	Sulphates as SO ₄ --	mg/l	890
11	Total Iron	mg/l	1
12	Sodium as Na ⁺	mg/l	238.1
13	Colloidal Silica as SiO ₂	mg/l	< 2
14	Reactive Silica as SiO ₂	mg/l	78.4
15	Organic Matter as KMnO ₄	mg/l	16
16	Temperature	Deg.Cel.	35
17	SDI Value	-	< 3

ATTACHMENT-Y

RO-I Permeate Quality (Design):

S.No.	Parameter	Unit	RO Permeate
1	pH	-	5.5-6.5
2	Total Suspended Solids (TSS)	mg/l	Nil
3	Turbidity	NTU	Nil
4	TDS	mg/l	60 (Max)
5	Total Hardness (as CaCO ₃)	mg/l	8.4
6	Ca Hardness (as CaCO ₃)	mg/l	3.475
7	Mg Hardness (as CaCO ₃)	mg/l	4.92
8	MO Alkalinity (as CaCO ₃)	mg/l	6.3
9	Chlorides as Cl ⁻	mg/l	7.35
10	Sulphates as SO ₄ --	mg/l	9.84
11	Total Iron	mg/l	BDL
12	Sodium as Na ⁺	mg/l	8.46
13	Colloidal Silica as SiO ₂	mg/l	BDL
14	Reactive Silica as SiO ₂	mg/l	0.23 (Max)
15	Organic matter as KMnO ₄	mg/l	BDL

II Guarantee / Warrantee:

Bidder to provide a limited warranty to RFCL on the materials, workmanship, and performance of its RO elements under the following terms and conditions:

1. Materials and Workmanship Warranty

Bidder to warrant that its new elements are free from defects in materials and workmanship **effective for one (1) year from the date of receipt at RFCL**. RFCL's exclusive remedy and Bidder's (including authorized agents) total liability to under this Materials and Workmanship Warranty for all claims will be limited to supply of new elements under the same delivery terms as in the original PO.

The replacement of the elements shall be made by RFCL at its costs and expense. To avoid any doubt, this Materials and Workmanship Warranty does not warrant against element defects caused by failure to consistently maintain the design feed water quality.

2. Initial Performance Warranty

Bidder to warrant that the elements offered have the initial permeate Flow Rate and initial Minimum Salt Rejection as specified in the design

Should any element(s) not meet performance specifications, and RFCL notifies bidder of such deficiency, bidder will, upon confirmation of faulty performance, repair or supply the new element(s) for replacement. transportation costs, in such case, will be paid by bidder.

3. Performance Warranty

During the Warranty Period (defined in Section 4 below) when operated under standard conditions as specified in the Design, bidder to warrants performance of element(s) as follows:

- a. The design initial permeate flow rate shall not reduce by 20% and 35% by the end of first year and second year respectively, while maintaining the RO1 permeate quality within the design limits.

4. Warranty Period

Performance Warranty applies for two (2) years from whichever of the following events occurs first (“Warranty Period”);

- a. Pretreated water is fed into the RO unit for the first time.
- b. Three (3) months following arrival of shipment from a manufacturing facility in the India to Ramagundam.

5. Prerequisite Conditions of Performance Warranty

The Performance Warranty set forth in Section 4 above shall be rendered void if any of the following conditions are not respected or met repeatedly:

- a. The element(s) shall be operated within the operating conditions and recommendations of successful Bidders. Operating conditions of the element(s) must not exceed the Operating Limits as specified in the Specification Sheets.
- b. The design parameters including system array and recovery, instrumentation and components of the system in which the element(s) are employed are consistent with sound engineering practice. [Bidder advised to review the system design before bidding]
- c. The element(s) must not be fouled by any kind of precipitates, suspended solids, organic matters, inorganic scale, chemicals, or biological growth influencing the element performance negatively. The feed water entering the element(s) must not contain oil, grease, or other foreign organic or inorganic materials detrimental to the elements. The feed water to the element(s) must not contain strong oxidizing agents such as active chlorine and ozone proven to be harmful to the element(s)'s performance and operating lifetime.
- d. The element(s) shall be protected against any shocks such as load shocks, vibrations, pulsation, air or water hammers at all times during start-up, normal operation and cleaning.
- e. In case of system performance decline (permeate flow, salt rejection or pressure drop), appropriate countermeasures must be performed in a reasonable time.
- f. RFCL shall ensure that frequent and adequate system performance data are routinely recorded, reviewed, filed and documented in a systematic form from initial plant start-up. Operation data such as troubleshooting, maintenance, operation time and chemical dosage shall also be recorded. These data will be made available to successful bidder upon request in case of a warranty claim.

- g. Prior to installation and use, the elements shall be stored in their original shipping bag and containers, at physical conditions advised by the bidder.

6. Remedy for Breach of Performance Warranty

- a. RFCL's exclusive remedy and Bidder's (including authorized agents/dealers) total liability to RFCL for all claims under this Performance Warranty is limited to supply new elements for replacement .
- b. Bidder's liability shall be limited to the extent that the total number of element(s) supplied for replacement will be less than or equal to the number of initial element(s) purchased. The installation of the replacement elements shall be made by RFCL at its cost and expense.
- c. Bidder to, (i) depute its expert for on-site examination within a week of RFCL's claim.

In case the result of such examination proves beyond doubt that

- i. the failure of the element(s) performance is due to a cause other than breach of the Performance Warranty, or
- ii. the performance of the alleged defective elements meets the Performance Warranty, RFCL shall pay to bidder to & Fro third AC expenses for one person from its works to Ramagundam in connection with any inspection and testing of such elements.

Recommendation:

One Year of Antiscalants Supply along with elements may also be made the part of bid.

ANNEXURE-II

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 RO MEMBRANE upto RFCL, Ramagundam on FOR Basis as per specifications at Annexure-I .	
2	DELIVERY PERIOD: Supplier has to deliver the material at RFCL Site, Ramagundam 31 days from the issuance of purchase order.	
3	Payment Terms: 30 Days (As per Clause No. 16 of General Terms & Conditions – Annexure-V).	
3A	PRS: As per Clause No. 15 of General Terms & Conditions – Annexure-V.	
4	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-V).	
5	<p>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:</p> <p>General Manager (Materials) Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam-505210, Dist-Peddapalli, Telangana.</p>	
6	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.	
7	<p>INTERCAHNEBILITY CUM FITNESS CERTIFICATE: The Supplier shall submit the intercahnebility cum fitness certificate with respect to RO-1 skid supplied by M/s Wipro Water along with Supply of material.</p>	
8	Guarantee/Warranty: as per Clause No. 20 of General terms & conditions (Annexure-V)) & as Mentioned in Annexure- 1 Technical Specifications.	
9	<p>EARNEST MONEY DEPOSIT (EMD) –</p> <p>Tenderers must submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh Only).</p> <p>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 received by RFCL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.</p> <p>The details of the transaction with UTR No to be submitted along with technical bid for verification.</p>	

	<p>RFCL's Bank details for RTGS/NEFT are as follows:</p> <p>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</p> <p>Earnest Money Deposit will not bear any interest.</p> <p>Tenders without earnest money deposit shall be summarily rejected.</p> <p>Note: Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG details immediately to pvarshney@rfcl.co.in and bonny.joseph@rfcl.co.in</p> <p>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.</p>	
10	<p>Security Deposit (SD):</p> <ol style="list-style-type: none"> 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 @ 10% of Order value. The same shall be valid for a period covering the Delivery Period + Guarantee/Warranty Period as detailed in annexure separately+ 3 Month's Claim Period. 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. 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). Cheques will not be accepted in any case. 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. 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. 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. 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. 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. <p>The SD-cum-PBG amount will not bear any interest.</p>	
11	<p>Bid Rejection Criteria:</p> <p>The Bid shall conform generally to the specifications and terms & conditions</p>	

given in the NIT Document.

Bids may be rejected on following points at the discretion of RFCL:

1. Any Deviations w.r.t Delivery Terms: Prices to be quoted on FOR, RFCL Ramagundam basis.
2. Any Deviations w.r.t Payment Terms: Advance payment or any other payment terms not Accepted.
3. Any Deviations w.r.t PRS (Price Reduction Schedule) Clause: No Deviations is acceptable.
4. 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.
5. Any Deviations w.r.t Warranty / Guarantee clause is not acceptable.
6. Any Deviations w.r.t SD cum Performance Bank Guarantee Clause is not acceptable.
7. 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.
8. Bids received in any other form except, online digitally signed bids uploaded in RFCL's e-Tender Portal / <https://rfcl.abcpocure.com>, will be summarily rejected.

12

Evaluation Criteria:

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

TECHNICAL EVALUATION:

- 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.

PRICE EVALUATION:

- Price bids of only those tenderes shall be considered 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.

13	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-VI .	
14	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.	
15	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.	
16	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.	
17	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.	
18	The word "Standard Terms and Conditions" under Clause No: 20 of General Terms & Conditions should be read as "Special Terms and Conditions".	
19	Tenderers should ensure that the supplier shall submit the fitment & interchangeability certificate of supplied spares as mentioned in Technical Specifications.	
20	Tenderers should ensure that the supplier shall submit the Testing and inspection Certificate.	
21	Tenderers should ensure that the Supplied material shall be fresh lot and should be securely packed.	

ANNEXURE – III

**BIDDER QUALIFICATION CRITERIA FOR RFCL TENDERS-PURCHASE OF ITEMS
OTHER THAN CAPITAL GOODS / OPERATIONAL ITEMS**

S. N.	Conditions	Documents required(To be submitted along with Technical bid)
1.	<p>Bidder should be either manufacturer / Authorized dealer / supplier having successful experience of RO Membranes during the last two (2) years.</p> <p>Note: “The last 2 years shall be counted from last date of the preceding month in which tender has been Issued.”</p>	<p>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.</p> <p>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.</p> <p>iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid.</p> <p>iv) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest)</p> <p>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</p>
2.	<p>The bidder shall submit documentary evidence with respect to experience of having successfully completed / executed at least one Order of RO Membranes Value: Rs. 98,43,442/ Qty:238 Nos during the last two years.</p> <p>Note:</p> <ul style="list-style-type: none"> • “The last 2 years shall be counted from last date of the preceding month in which tender has been Issued.” • In case where splitting of Order is 	<ul style="list-style-type: none"> • Documentary evidence (Relevant P.O. and Copies of Invoices Or Delivery Orders) should be enclosed from respective customer(s). • The contact details of Customer(s) may be mentioned in order to verify the antecedents.

	<p>envisaged the value & Qty should be corresponding to the highest splitting%</p> <ul style="list-style-type: none"> In case where there is no splitting, envisaged then value & Qty should be corresponding to the 100 % of required qty and estimated value. 	
3.	<p>The Minimum Annual financial turnover shall not be less than Rs 98,43,442 in at least one of the immediate Three preceding financial years as on the date of issuance of this Tender/Enquiry.</p> <p>Note:</p> <ul style="list-style-type: none"> 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. <p>Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a</p>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2022-23, 2021-22 & 2020-21)</p> <p>* 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).</p>

	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.	
4.	<p>The net worth of the bidders should be positive for the Financial year 2022-23 ending March - 2023*.</p> <p>Note: “* date of last Financial year should be mentioned considering the period in which tender is issued”.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* 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).</p>
5.	<p>Bidder should have minimum working capital of Rs 9,84,344/- as per Audited Financial result of FY 2022-23.</p> <p>“Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year ending March-2023 should be submitted.</p> <p>Or,</p> <p>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 9,84,344 as on preceding month in which tender has been issued.</p>
6.	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>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.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>

PRICE BID



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

ANNEXURE - IV

To,
The GM (Materials),
RFCL, Ramagundam

PRICE BID

Sub: Tender for Supply of RO MEMBRANE.

RFCL Tender No.: RFCL/2023-24/BKJ/Prod/CUP230563/282, dtd. 28.11.23

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

Sr. No.	Item Code	Brief Description	UOM	Qty	HSN Code	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)
A	B	C	D	E	F	G	H=E*G	I	J=I*11/100	K=H+J	L
1.	374404600	RO MEMBRANE	NO	238							
Total Amount (₹) All inclusive of GST, P&F, Insurance & Frt up to RFCL, Ramagundam											
Total Amount all inclusive (Rs. in words)											

Note:

- a) Evaluation of lowest bidder will be determined on OVERALL net landed value at RFCL site, Ramagundam basis.
a) Manufacturer/Dealer/Distributor/Stockist under composition scheme can leave the column 'G' and the details should be provided in the tenderer details (Annexure-V) with GST certificate, self certified.



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

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

Dated: _____

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.	<div style="text-align: center;"> YES / NO (If Yes, give the following details) </div> <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

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 scaled 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 receiving/ 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 thereof 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 i.e. 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:

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 & III are not covered under the paper conversion product (Sl. No. 202) of the Public Procurement Policy². For locating the sources of 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 is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) per cent 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 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, be awarded for full/
- vi) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15%
- vii) may complete supply of total tendered value to MSE, considering the spirit of the Policy 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.

Note:

¹<http://dememe.gov.in/schemes/Listof358items> Reserved.pdf

²Policy Circular No. 21(6)/2016-MA, dtd. 26.05.2016

³<http://dememe.gov.in/pppm.htm.aspx>

⁴Notified vide OM No. F.20/2/2014-PPD(Pt.) issued by Department of Expenditure dtd. 29.09.2016

[Buyer is advised to refer latest guidelines, if any, issued by the Ministry/ Corporate Office.]

Other General Points:

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.



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)



ANNEXURE-X

INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/Tender Documents for tenders having a value of Rs. 1 Crore or more. To be signed by the Bidder and RFCL.)

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal"

AND

_____ hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

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

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors.

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

Section 7 - Criminal charges against violation by Bidder(s)/Contractor(s)/Sub-Contractors(s).

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

Section 8 - Independent External Monitor/Monitors

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

Section 9 - Pact Duration

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



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

Section 10 - Other Provisions

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

