

# SUPPLY OF NEW UNGROUND ROCK CONVEYING SYSTEM

## Tender Document (Non-Transferable)

Tender No: DC/NM80609 dated 05.02.2010

### THIS TENDER DOCUMENT CONTAINS:

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**LAST DATE FOR SUBMISSION : 19.04.2010 AT 14.30 Hrs IST**

**TENDER OPENING DATE & TIME : 19.04.2010 AT 15.00 Hrs IST**

**M/S RASHTRIYA CHEMICALS & FERTILIZERS LTD.  
PURCHASE DEPARTMENT, ADMINISTRATIVE BUILDING,  
MAHUL ROAD, CHEMBUR, MUMBAI – 400 074, INDIA.**

**PHONE: +91 (22) 25522261  
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**E-mail – [vdbhat@rcfltd.com](mailto:vdbhat@rcfltd.com) / [vsmehta@rcfltd.com](mailto:vsmehta@rcfltd.com) / [sanjaybharambe@rcfltd.com](mailto:sanjaybharambe@rcfltd.com)**

**RASHTRIYA CHEMICALS & FERTILIZERS LTD.**

(Government of India Undertaking)  
Administrative Building, Purchase Department,  
Ground Floor, Chembur, Mumbai 400074

ENQUIRY

ENQUIRY No DC/NM 80609

DATE – 05.02.2010

To,

Dear Sir,

You are requested to send your quotation in DUPLICATE in two bids system for the supply of the under mentioned materials subject to terms and conditions given in the ANNEXURES enclosed herewith. Please indicate Prices, time of delivery with detailed specifications, relevant drawings, pamphlet and literature wherever applicable.

**Your Quotation should reach to us before 14.30 Hrs IST on due date 19.04.2010**

Sr.No.	Item description	Qty.
1.	Design, Preparation of Drawing. Manufacture, Supply, Erection and commissioning of a New Unground Rock Conveying system as per technical specs given in Technical Annexures	1 No.

Kindly send your offer on or before :

Addressed To

GENERAL MANAGER ( COMMERCIAL),  
RASHTRIYA CHEMICALS & FERTILIZERS LTD.  
PURCHASE DEPARTMENT, ADMINISTRATIVE  
BUILDING,GR.FLOOR,  
MAHUL ROAD, CHEMBUR, MUMBAI- 400 074 , INDIA

PHONE NO. +91 (22) 2552 2261,2552 2478, 2552 2056

FAX NO. +91 (22) 2552 2320 / + 91 (22) 2552 2233

(V. D. BHAT )  
GENERAL .MANAGER. (C).

## ANNEXURE – 1

### INSTRUCTIONS FOR BIDDERS

Bidders are requested to submit the offer in three different sealed envelopes as explained below. Bidder has to submit Earnest Money Deposit (EMD) in form of Demand Draft or Bid Bond in favour of Rashtriya Chemicals & Fertilizers Ltd. payable at Mumbai. The offer shall be rejected in absence of EMD. Government of India undertakings and Small-Scale Industries registered under single point registration scheme at National Small Scale Industries Corporation are exempted from payment of EMD.

i) 1<sup>st</sup> Envelope for **TECHNICAL BID** having full technical details as per our requirement in the Enquiry with clear listing of deviations if any. Kindly send two copies of this and mark this envelope as “**TECHNICAL BID**”.

ii) 2<sup>nd</sup> Envelope for **EMD & UNPRICED COMMERCIAL BID** having EMD in the form of demand draft or Bid Bond for Rs 1,05,800/- or EQUIVALENT AMOUNT IN US\$. If exempted, enclose valid NSIC certificate in this envelope.

The same envelope shall have all relevant documents which are required to be submitted as asked vide special notes in NIT (Annexure 2(A) for Indian Bidder and Annexure 2(B) for foreign bidder). Similarly all commercial terms and conditions along with the commercial terms and conditions sheet (Annexure 3 (A) for Indian bidders and Annexure 3 (B) for Foreign Bidders) to be duly filled and signed. Any deviation should be indicated clearly with reasons. Kindly send two copies of this and mark this envelope as “**EMD & UNPRICED COMMERCIAL BID**”. This envelope should also contain the photocopy of Price Bid with prices blanked out.

iii) 3<sup>rd</sup> Envelope for **PRICE BID** containing Price Bid along with your commercial terms and conditions. Kindly note that the commercial terms and conditions in the Price Bid should be in line with the commercial terms and conditions sheet filled in and signed in the un-priced commercial bid envelope. Kindly mark this envelope as “**PRICE BID**”.

**All these three envelopes should be put in a big cover duly sealed mentioning the Enquiry No. and the submission date on it. All the individual envelopes should also have specific contents, Enquiry No. and submission date on it.**

**NOTE:**

- 1) RCF Ltd. reserves the right to accept or reject any/all bids without assigning any reason.
- 2) RCF Ltd. reserves the right to place order on one or more vendors.
- 3) RCF Ltd. reserves the right to split the quantum of work/purchase and/or combine works/purchases at its sole discretion.

## ANNEXURE – 2 (A)

### SPECIAL NOTES ON NOTICE INVITING TENDER FOR INDIAN BIDDERS

1. Earnest Money Deposit (EMD) for Rs.1,05,800/- is to be furnished along with the offer in the form of Demand Draft or Bid Bond as per the format drawn in favour of M/s Rashtriya Chemicals & Fertilizers Limited payable at Mumbai. If exempted, then enclose a valid certificate from National Small Scale Industries Corporation (NSIC).
2. The bid should be valid for a period of 120 days from the date of opening of the tender.
3. Defect liability period (warranty) to be agreed as 12 months from the date of commissioning or 18 months from the date of delivery, whichever is earlier.
4. Successful bidder will have to submit Security Deposit as per annexure 11 clause 5.0.00 in the form of either a Demand Draft in favour of RCF or Bank Guarantee as per RCF's format valid for entire period of delivery. This is to be submitted within 15 days of placement of order. The Bank Guarantee should be from the Bank out of RCF approved Bankers as per the list attached to Annexure – 8.
5. Successful Bidder will have to submit Performance Bank Guarantee (PBG) in RCF's Format as per annexure 11 clause 5.0.00, valid for 18 months from the date of commissioning or 24 months from the date of delivery whichever is earlier, at the time of delivery. Alternatively, the Security Deposit submitted in the form of DD or Bank Guarantee shall be converted to Performance Bank Guarantee.
6. Price basis, place of manufacture & delivery point is to be explicitly written in the offer.
7. Payment Terms for Supply: 100% payment will be made within 30 days on receipt subject to acceptance of material at RCF, Mumbai & submission of Performance Guarantee covering defect liability period.
8. Advance payment, if required can be considered at the sole discretion of RCF to a maximum of 10 % of purchase order value only on submission of Advance Bank Guarantee of equal amount & Security Deposit Bank Guarantee as stated in point 3 and 4 above. Prevailing SBI Prime lending rate of 11.75% +1% =12.75% Interest will be charged on the advance amount paid from the date of payment till such advance is fully adjusted towards supplies.
9. All bank charges shall be to the Bidder/Supplier's account.
10. Price and delivery period shall be firm.
11. Part order acceptance clause should be accepted by the party.
12. Bidder is to clearly mention Excise duty, Sales tax, Work Contract tax, Service tax, Octroi, Insurance, Freight, Inspection charges and / or any other charges to be paid by RCF in percentage / lumpsum in both Un-priced Bid and Price Bid. Amount of any applicable taxes are to be mentioned in Price Bid. In case the incidence of any taxes, duties are not clearly specified it will be presumed that no such tax/levy is applicable or payable by RCF.
13. Any variation in statutory levies/taxes within the contractual delivery period shall be to RCF's account & beyond contractual delivery period, upward variation shall be to Supplier's account.
14. **Photo copy of the Price bid with price column blanked out** is to be submitted with Unpriced Commercial Bid. Price Bid Format is attached as Annexure 4 (A).

15. Price Reduction damages for supply shall be levied for late delivery @ ½ % of total order value per week or part thereof subject to maximum of 5 % of total order value.
16. Bidder has to confirm that all General Terms & Conditions stipulated in Annexure- 11 to this NIT are acceptable.
17. Any deviation is to be given in separate page marked "Deviations", with reference to item of General terms & conditions in the Annexure-11.
18. Preferred delivery is 6 months or earlier. Delivery period is the essence of the contract. For deliveries extending beyond preferred delivery period, an increase of 2% per month / or part of month shall be loaded on quoted price for evaluation purpose. RCF's decision in this regard shall be final & binding on the party.
19. The processing of offers after Price Bid opening shall be carried out through **e-Reverse Auction**. Participation in the **e-Reverse Auction** shall be mandatory. Modalities, detailed instructions & guidance for e-Reverse Auction shall be extended by RCF and the agency tied-up by RCF for providing the platform and conducting e-Reverse Auction. **The offer of the party declining participation in e-reverse auction is liable to be rejected.**
20. Kindly submit the following documents as part of the un-priced bid
  - Full name & address with Tel.No. & Fax of office & Factory
  - Name & address of the Directors/ Proprietor with Tel.No. Fax No.
  - Copy of Memorandum of Incorporation, if any.
  - Copy of valid NSIC Registration Certificate, if any.
  - Copy of Excise, Sales Tax, VAT / Service Tax Registration Certificate.
  - Copy of Income Tax Clearance Certificate for recent three years/IT Returns & PAN No.
  - List of Machineries in operation with details of make & year.
  - Quality Control and Testing facilities.
  - Copy of ISO Certification, if any.
  - Experience in number of years in the field.
  - Audited Annual reports for last 3 years.
  - Details of manufacturing facility for similar specification and size material with quality assurance facility at your works.
  - Bidder should have experience in the business of Design, supply and erection and commissioning of integrated Material Handling Systems consisting of belt conveyors and Hoppers etc. The bidder shall have essentially fabrication/ manufacturing expertise in belt conveyor systems.
  - Bidder must have designed, manufactured and supplied at least one complete solid handling system of capacity not less than 25 MT/ Hr for similar duty during last three years and the same must be operating satisfactorily for at least one year.
  - As a documentary proof:
    - The bidder shall submit self attested photo copies of following documents:
      - a. Copy of Purchase orders with full technical details of the integrated system having value not less than Rs.1crore.
      - b. Certificate from user regarding satisfactory performance.
      - c. Solvency certificate shall be submitted of value min Rs. 140 lakhs.
  - Any other relevant documents.
21. The points in this Special Notes supercedes any point/points in NIT which is/are not in agreement with this.

I / we agree for all above points.

(Signature and stamp of the Bidder)

Date:

Place:

## ANNEXURE 2(B)

### SPECIAL NOTE ON NOTICE INVITING TENDER FOR FOREIGN BIDDERS

1. Earnest Money Deposit of Rs.1,05,800/- or equivalent amount in US\$ is to be furnished along with the offer in the form of demand draft/bid bond drawn by first class foreign/Indian bank in favour of "Rashtriya Chemical and Fertilizers Limited" payable at Mumbai, India.
2. Bids and Bid Bonds should be valid for a period of 120 days from the date of opening of the tender.
3. Defect liability period (warranty) to be agreed as 12 months from the date of commissioning or 18 months from the date of delivery, whichever is earlier.
4. Successful bidder will have to submit Security Deposit as per annexure 11 clause 5.0.00 in the form of either a Demand Draft in favour of RCF or Bank Guarantee as per RCF's format valid for entire period of delivery. This is to be submitted within 15 days of placement of order. The Bank Guarantee should be from the Bank out of RCF approved Bankers as per the list attached to Annexure – 8.
5. Successful Bidder will have to submit Performance Bank Guarantee (PBG) in RCF's Format as per annexure 11 clause 5.0.00, valid for 18 months from the date of commissioning or 24 months from the date of delivery whichever is earlier, at the time of delivery. Alternatively, the Security Deposit submitted in the form of DD or Bank Guarantee shall be converted to Performance Bank Guarantee.
6. Any Bank Guarantee from a Foreign Bank, should be countersigned by their Indian counter part or by a Nationalized Bank in India.
7. Price basis is **FOB only**. The Bidder has to indicate Country of Origin and port of loading.
8. Payment Terms for supply: 100% Payment will be made through irrevocable Letter of Credit against submission of complete shipping documents & submission of performance Bank Guarantee covering defect liability period for supply portion.
9. All Bank Charges outside India shall be to the Supplier's Account including L/C Confirmation Charges, if any.
10. Please mention name and address of your Bank with Account Number & SWIFT CODE .
11. Please mention name and address of Beneficiary.
12. Please confirm in percentage if there is any Indian agency commission to be paid by RCF in Indian Rupees in India as well as any service tax applicable on this. Also mention the Name, Address, PAN and Bank Account of the Indian Agent to whom such commission if any is to be paid.
13. L/C extension charge, if any, due to Supplier's fault will be on account of Supplier.
14. Price and delivery period should be firm.
15. Part order acceptance clause shall be accepted by the party

16. Delivery shall be by an Indian flag vessel only. Transshipment will be allowed only if there is no Indian flag vessel from the country of origin.
17. **Photo copy of the Price bid with price column blanked out** is to be submitted with Unpriced Commercial Bid. Price Bid Format is attached as Annexure 4 (B).
18. Price reduction damages shall be levied for late delivery @ ½ % of total order value per week or part thereof subject to maximum of 5 % of total order value.
19. All General Terms and Conditions of NIT as per Annexure -11 are to be accepted by the Bidder.
20. Any deviation is to be given in separate page marked "Deviations" with reference to item of General Terms & Conditions in the Annexure-11.
21. Preferred delivery is 6 months or earlier. Delivery period is the essence of the contract. For deliveries extending beyond preferred delivery period, an increase of 2% per month / or part of month shall be loaded on quoted price for evaluation purpose. RCF's decision in this regard shall be final & binding on the party.
22. The processing of offers after Price Bid opening shall be carried out through **e-Reverse Auction**. Participation in the **e-Reverse Auction** shall be mandatory. Modalities, detailed instructions & guidance for e-Reverse Auction shall be extended by RCF and the agency tied-up by RCF for providing the platform and conducting e-Reverse Auction. **The offer of the party declining participation in e-reverse auction is liable to be rejected.**
22. Kindly submit the following documents as part of the un-priced bid
  - List of Machineries in operation with details of make & year.
  - Quality Control and Testing facilities.
  - Copy of ISO Certification, if any.
  - Experience in number of years in the field.
  - Audited Annual reports for last 3 years.
  - Details of manufacturing facility for similar specification and size material with quality assurance facility at your works.
  - Bidder should have experience in the business of Design, supply and erection and commissioning of integrated Material Handling Systems consisting of belt conveyors and Hoppers etc. The bidder shall have essentially fabrication/ manufacturing expertise in belt conveyor systems.
  - Bidder must have designed, manufactured and supplied at least one complete solid handling system of capacity not less than 25 MT/ Hr for similar duty during last three years and the same must be operating satisfactorily for at least one year.
  - As a documentary proof:  
The bidder shall submit self attested photo copies of following documents:
    - a. Copy of Purchase orders with full technical details of the integrated system having value not less than Rs.1crore.
    - b. Certificate from user regarding satisfactory performance.
    - c. Solvency certificate shall be submitted of value min Rs. 140 lakhs.
  - Any other relevant documents.
23. The points in this Special Note supercede any point/points in NIT which is/are not in agreement with this.

I/we agree for all above points.

(SIGNATURE AND STAMP)

Date:

Place

**ANNEXURE - 3 ( A )****COMMERCIAL TERMS & CONDITIONS FOR INDIAN BIDDERS****(PAGE 1 OF 2)****(KINDLY FILL THIS SHEET AND PUT IT IN UNPRICED COMMERCIAL BID)**

<b>ENQ. NO. DC/NM 80609</b>		<b>BIDDER'S NAME:</b>			
<b>QUOTATION NO.</b>					
<b>NO.</b>	<b>DESCRIPTION</b>	<b>COMMENTS</b>			
1	EMD DD/BID BOND Rs. 1,05,800=00 SUBMITTED? DD NO. DRAWN ON BRANCH ELSE VALID NSIC CERTIFICATE ENCLOSED ?	YES/	NO		
2	BID VALID FOR 120 DAYS FROM THE DATE OF OPENING ?	YES/	NO		
3	SUBMISSION OF SECURITY DEPOSIT AS PER ANNEXURE 11 CLAUSE 5.0.00 THE FORM OF DD OR BANK GUARANTEE VALID TILL FULL SUPPLY/COMMISSIONING. AS PER CLAUSE 4 OF ANNEXURE 2 (A)	AGREED/	DISAGREED		
4	SUBMISSION OF PERFORMANCE BANK GUARANTEE AS PER ANNEXURE 11 CLAUSE 5.0.00 FOR A PERIOD OF 18 MONTHS FROM DATE OF COMMISSIONING OR 24 MONTHS FROM DATE OF LAST SUPPLY, WHICHEVER IS EARLIER. (THE SECURITY DEPOSIT MAY BE CONVERTED IN PERFORMANCE BANK GUARANTEE).	AGREED/	DISAGREED		
5	DEFECT LIABILITY PERIOD (WARRANTY) AGREED FOR A PERIOD OF 12 MONTHS FROM DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF DELIVERY, WHICHEVER IS EARLIER.	AGREED/	DISAGREED		
6	PRICE REDUCTION CLAUSE FOR LATE DELIVERY @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 5% OF TOTAL P.O./CONTRACT VALUE.	AGREED/	DISAGREED		
7	RCF's PAYMENT TERMS AGREED ? ( AS PER CLAUSE NO. 7 ANNEXURE - 2 (A) )	AGREED/	DISAGREED		
8	WHETHER PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD ?	YES/	NO		
9	DELIVERY PLACE/POINT: (SELECT ONE) a) EX-WORKS (KINDLY SPECIFY PLACE OF WORKS). b) FREE DELIVERY AT RCF STORES,CHEMBUR.				
10	FREIGHT CHARGES UPTO RCF STORES AT CHEMBUR. KINDLY SPECIFY IN % WHETHER EXTRA OR INCLUSIVE	%	EXTRA / INCLUSIVE		
11	TRANSIT INSURANCE BORNE BY SUPPLIER OR RCF? ( KINDLY NOTE THAT IF IT IS FREE DELIVERY UP TO RCF STORES ; THEN INSURANCE SHOULD BE BORNE BY SUPPLIER).	RCF/	SUPPLIER		
12	MAXIMUM DELIVERY PERIOD FOR SUPPLY (IN NO. OF WEEKS) AFTER RECEIPT OF ORDER. PREFERRED DELIVERY WILL BE MAX 6 MONTHS FROM DATE OF PO / LOI		WEEKS		
13	PACKING AND FORWARDING (IN %). ALSO SPECIFY WHETHER EXTRA / OR INCLUSIVE OR NIL	%	EXTRA/ INCLUSIVE/ NIL		

COMMERCIAL TERMS & CONDITIONS FOR INDIAN BIDDERS (PAGE 2 OF 2)			
NO.	DESCRIPTION	COMMENTS	
14 a	EXCISE DUTY ( IF APPLICABLE) ALSO SPECIFY WHETHER EXTRA OR INCLUSIVE.	%	EXTRA / INCLUSIVE
	IF ED IS INCLUSIVE, THEN ED AMOUNT SHOULD BE CLEARLY GIVEN IN THE PRICE BID ONLY. DON'T GIVE EXCISE DUTY AMOUNT HERE.	YES	NO
14 b	WHETHER EXCISE GATE PASS SHALL BE SUBMITTED WITH THE MATERIAL FOR CLAIMING CENVAT ? KINDLY SPECIFY THE EXCISE DUTY AMOUNT CLEARLY IN THE PRICE BID ONLY. RCF AVAILS MODVAT AGAINST THE SAME.	YES/	NO
15	VAT / CST (IN %) ALSO SPECIFY WHETHER EXTRA OR INCLUSIVE. RCF AVAILS VAT SET-OFF AGAINST THE SAME.	%	EXTRA / INCLUSIVE.
16 a	OCTROI (IN % IF APPLICABLE). ALSO SPECIFY WHETHER EXTRA OR INCLUSIVE. PRESENTLY MUMBAI MUNICIPAL CORPORATION IS CHARGING OCTROI DUTY @ 5.5%.	%	EXTRA
		OR NOT APPLICABLE.	
16 b	WHETHER YOU WILL SUBMIT ORIGINAL OCTROI RECEIPT WITH FORM "B" .FOR OCTROI PAYMENT	AGREED/	DISAGREED
17	ANY VARIATION IN STATUTAORY LEVIES WITHIN THE CONTRACTUAL DELIVERY PERIOD SHALL BE TO RCF'S ACCOUNT AND BEYOND THAT IT SHALL BE TO SUPPLIER'S ACCOUNT.	AGREED/	DISAGREED
18	CONFIRMED THAT THE OFFER IS IN TOTAL CONFORMITY WITH THE TERMS & CONDITIONS AS SPECIFIED IN THE ENQUIRY. IF NOT AGREED, THEN A LIST OF ALL DEVIATIONS IS GIVEN WITH PROPER JUSTIFICATION.	YES/	NO
19	WHETHER TEST CERTIFICATE, GUANTEE CERTIFICATE SHALL BE PROVIDED ?	YES/	NO
20	IF THE PRICE IS EX-WORKS, THEN WHETHER THE PLACE OF WORKS GIVEN ?	YES/	NO
21	WHETHER <b>PHOTO COPY OF PRICE BID WITH BLANKED PRICES</b> SUBMITTED WITH THE UN-PRICED COMMERCIAL BID?	YES/	NO
22	WHEREVER PAYMENT IS TO BE RELEASED AGAINST SUBMISSION OF BANK GUARANTEE THE SAME WILL BE RELEASED ONLY AFTER CONFIRMATION OF BG FROM ISSUING BANK AND RCF SHALL NOT BE RESPONSIBLE FOR DELAY IN PAYMENT DUE TO ANY DISCREPANCY IN BG OR CONFIRMATION FROM BANK.	AGREED/	DISAGREED
23	WHETHER PACKING SIZE / WEIGHT OF CONSIGNMENT GIVEN ?	YES/	NO
24	WHETHER ALL THE DOCUMENTS MENTIONED IN THE SPECIAL NOTES AS PER ANNEXURE 2 (A) SUBMITTED ?	YES/	NO
25.	COPY OF PURCHASE ORDERS WITH FULL TECHNICAL DETAILS OF THE INTEGRATED SYSTEM HAVING VALUE NOT LESS THAN RS.1CRORE.	SUBMITTED	NOT SUBMITTED
26.	CERTIFICATE FROM USER REGARDING SATISFACTORY PERFORMANCE.	SUBMITTED	NOT SUBMITTED
27.	VALID BANK SOLVENCY CERTIFICATE OF RS. 140 LACS ARE ENCLOSED	YES	NO
28.	PARTICIPATION IN E-REVERSE AUCTION AFTER PRICE BID OPENING	AGREED/	DISAGREED
	SIGNATURE WITH STAMP (ON BOTH PAGES)		

**ANNEXURE - 3 (B)****COMMERCIAL TERMS & CONDITIONS FOR FOREIGN BIDDERS (PAGE 1 OF 2)****(KINDLY FILL THIS SHEET AND PUT IT IN UNPRICED COMMERCIAL BID)****ENQ. NO. DC/NM 80609 BIDDER'S NAME:****QUOTATION NO.**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>COMMENTS</b>	
1	EMD DD/BID BOND Rs.1,05,800/- or equivalent amount in US\$ SUBMITTED? IN DEMAND DRAFT/BID BOND FORM. DD NO. DRAWN ON BRANCH	YES/	NO
2	BID VALID FOR 120 DAYS FROM THE DATE OF OPENING?	YES/	NO
3	SUBMISSION OF SECURITY DEPOSIT AS PER ANNEXURE 11 CLAUSE 5.0.00 THE FORM OF DD OR BANK GUARANTEE VALID TILL FULL SUPPLY/COMMISSIONING. AS PER CLAUSE 4 OF ANNEXURE 2 (B)	AGREED/	DISAGREED
4	SUBMISSION OF PERFORMANCE BANK GUARANTEE AS PER ANNEXURE 11 CLAUSE 5.0.00 FOR A PERIOD OF 18 MONTHS FROM DATE OF COMMISSIONING OR 24 MONTHS FROM DATE OF LAST SUPPLY, WHICHEVER IS EARLIER. (THE SECURITY DEPOSIT MAY BE CONVERTED IN PERFORMANCE BANK GUARANTEE).	AGREED/	DISAGREED
5	DEFECT LIABILITY PERIOD (WARRANTY) AGREED FOR A PERIOD OF 12 MONTHS FROM DATE OF COMMISSIONING OR 18 MONTHS FROM DATE OF DELIVERY, WHICHEVER IS EARLIER.	AGREED/	DISAGREED
6	PRICE REDUCTION CLAUSE FOR LATE DELIVERY @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 5% OF TOTAL P.O./CONTRACT VALUE.	AGREED/	DISAGREED
7	RCF's PAYMENT TERMS AGREED ? (AS PER CLAUSE NO. 8 ANNEXURE - 2 (B))	AGREED/	DISAGREED
8	WHETHER PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD ?	YES/	NO
9	PRICE BASIS - FOB (KINDLY SPECIFY NAME OF PORT).		
10	WHETHER INDIAN AGENCY COMMISSION INVOLVED?. IF YES, GIVE THE % OF THE AGENCY COMMISSION PAYABLE TO M/S----- AS YOUR INDIAN AGENT IN EQUIVALENT INDIAN RUPEES ONLY WITH ANY APPLICABLE TAXES.	%	YES/ NO
11	NAME AND ADDRESS OF INDIAN AGENT AND PAN NO.		
12	MAXIMUM DELIVERY PERIOD FOR SUPPLY (IN NO. OF WEEKS) AFTER RECEIPT OF ORDER. PREFERRED DELIVERY WILL BE MAX 6 MONTHS FROM DATE OF PO / LOI		WEEKS
13	ALL THE BANK CHARGES INCLUDING L/C CONFIRMATION CHARGES OUTSIDE INDIA IS IN SUPPLIER'S/BENEFICIARY'S ACCOUNT	AGREED/	DISAGREED

<b>COMMERCIAL TERMS &amp; CONDITIONS FOR FOREIGN BIDDERS (PAGE 2 OF 2)</b>			
NO.	DESCRIPTION	COMMENTS	
14	L/C EXTENSION CHARGES DUE TO SUPPLIER'S FAULT SHALL BE TO SUPPLIER'S A/C.	AGREED/	DISAGREED
15	NET WEIGHT AND GROSS WEIGHT OF THE TOTAL CONSIGNMENT.		KG
16	DIMENSIONS OF THE CONSIGNMENT IN METRE. (LENGTH X WIDHT X HEIGHT) & No.of Packages		
18	COUNTRY OF ORIGIN		
19	CONFIRMED THAT THE OFFER IS IN TOTAL CONFORMITY WITH THE TERMS & CONDITIONS AS SPECIFIED IN THE ENQUIRY. IF NOT AGREED, THEN A LIST OF ALL DEVIATIONS IS GIVEN WITH PROPER JUSTIFICATION.	YES/	NO
20	WHETHER TEST CERTIFICATE / GUARANTEE.CERTIFICATE. SHALL BE PROVIDED ?	YES/	NO
21	PARTLICULARS (NAME & ADDRESS) OF YOUR BANK AND YOUR BANK ACCOUNT NUMBER FOR OPENING LETTER OF CREDIT.		
22	NAME AND ADDRESS OF BENEFICIARY.		
23	NAME OF LOADING SEA PORT		
24	WHETHER <b>PHOTO COPY OF PRICE BID WITH BLANKED PRICES</b> SUBMITTED WITH THE UN-PRICED COMMERCIAL BID?	YES/	NO
25	WHEREVER PAYMENT IS TO BE RELEASED AGAINST SUBMISSION OF BANK GUARANTEE SAME WILL BE RELEASED ONLY AFTER CONFIRMATION OF BG FROM THE ISSUING BANK AND RCF SHALL NOT BE RESPONSIBLE FOR DELAY IN PAYMENT DUE TO ANY DISCREPANCY IN BG OR CONFIRMATION FROM BANK.	AGREED/	DISAGREED
26	WHETHER PACKING SIZE / WEIGHT OF CONSIGNMENT GIVEN ?	YES/	NO
27	WHETHER ALL THE DOCUMENTS MENTIONED IN THE SPECIAL NOTES AS PER ANNEXURE 2 (B) SUBMITTED ?	YES/	NO
28.	COPY OF PURCHASE ORDERS WITH FULL TECHNICAL DETAILS OF THE INTEGRATED SYSTEM HAVING VALUE NOT LESS THAN RS.1CRORE.	SUBMITTED	NOT SUBMITTED
29.	CERTIFICATE FROM USER REGARDING SATISFACTORY PERFORMANCE.	SUBMITTED	NOT SUBMITTED
30.	VALID BANK SOLVENCY CERTIFICATE OF RS. 140 LACS ARE ENCLOSED	YES	NO
31.	PARTICIPATION IN E-REVERSE AUCTION AFTER PRICE BID OPENING	AGREED/	DISAGREED
SIGNATURE WITH STAMP (ON BOTH PAGES)			

**ANNEXURE - 4 (A)**

**PRICE BID FORMAT  
(For Indian Bidder)**

Tender No. DC/NM 80609

<b>Sr. No.</b>	<b>Price Components</b>	<b>Unit Price</b>	<b>Total</b>
1	Total basic price in Rs. Place of work (State)	Rs.	
2	Packing & Forwarding Charges	% Rs.	
3	Excise duty i) Percentage ii) Amount	% Rs.	
4	Sales Tax (CST / MST) i) Percentage ii) Amount	% Rs.	
5	Freight up to RCF Stores	Rs.	
6	Insurance	%	
7	Octroi i) Percentage ii) Amount	% Rs.	
8	Erection & Commissioning Charges	Rs.	
9	Service tax	% Rs	
10	Any other charges as applicable	Rs.	
	<b>TOTAL LANDED COST</b>	<b>Rs.</b>	

E-REVERSE AUCTION WILL BE CONDUCTED AFTER PRICE BID OPENING.

Name & Address of Tenderer :

(Authorised Signatory)  
Name  
Designation:  
Company Seal:  
Place & Date:

**ANNEXURE - 4 (B)**

**PRICE BID FORMAT**  
(For Foreign Bidders)

Tender No. DC/NM 80609

Sr. No.	Price Components	Price
1	Total Price On F O B basis Port of shipment : .....	\$ or Equivalent Currency
2	TOTAL FOB PRICE :	\$ or Equivalent Currency
3	Indian Agency Commission ( Included / Extra ) plus service tax if applicable	In-----%
4	Erection & Commissioning Charges	\$ or Equivalent Currency
5	Service tax	In-----%
6	Remarks, if any.	

E-REVERSE AUCTION WILL BE CONDUCTED AFTER PRICE BID OPENING.

Name & Address of Tenderer :

(Authorised Signatory)  
Name

Designation:

Company Seal:

Place & Date:

Foreign supplier should quote in their applicable Currency and mention FOB Price nearest shipping port.

## ANNEXURE – 5

### EVALUATION PROCEDURE AT RCF.

Price will be compared on the basis of “Evaluated cost” at plant site based on following parameters, which are only illustrative but not exhaustive.

1. Offers without EMD/ Bid bond and not accepting Security Deposit, Performance Bank Guarantee clauses etc shall be liable for rejection.
2. The prices in various currencies will be converted into equivalent Indian Rupees at the prevailing T.T. Selling Rate as published in Economic Times/Financial Express or at the selling exchange rate established by Reserve Bank of India for similar transactions, on the date of opening of Price Bid.
3. RCF may agree for maximum advance of 10% of order value against submission of Bank Guarantee of equivalent amount with prevailing interest rate [Cash Credit (C.C.) + 1%] per annum. Loading for payment terms shall be done taking 30 days credit as base.
4. FOB price of Foreign Bidder will be loaded for Ocean Freight (5% of FOB), Marine Insurance (1 % of FOB), Customs Duty & Other Duties (as per Prevailing Indian Government Guidelines), Octroi (at the prevailing rate), Port Handling Charges (1% on CIF including above duties), Inland Transportation (1 % on above total), Inland Insurance (1 % on above total), L/C charges (0.18% per annum on L/C value + 0.125% Bill commission charges on remittance’s in foreign currency.) as per R.C.F. norms and procedures. Since Foreign Bidders get payment immediately on negotiation of documents through L/C, the price of Foreign Bidders shall be loaded for interest for Sea Transit Period and Port Clearance Period (total Two Months).
5. Ex-works price of Indian Bidders will be loaded for packing and forwarding charges if any, else highest of other bidders if it is mentioned simply “extra”, Excise Duty, Sales Tax, Freight, Insurance, Octroi, Payment Terms (other than 30 days credit) and any other charges as applicable. Deduction on account of Sales Tax Setoff and MODVAT/CENVAT benefit shall also be considered for Indian / Foreign bidders.
6. Bidders not accepting Price Reduction towards late Delivery shall be loaded @ 5% of total order value. Bidders accepting late delivery penalty only on undelivered portion shall be loaded @ 2.5% of total order value.
7. For inland transportation, wherever Freight is mentioned extra, but no specific % is given, then the loading shall be as follows: (this is for the material, where weight is not known)
  - Upto 200 Kms 1 % of ex-works
  - 201 – 500 Kms 1.5 % of ex-works.
  - 501 – 1000 Kms 2% of ex-works.
  - 1001 Kms & above 3 % of ex-works.

Wherever weight of material is available, the inland transportation charges shall be calculated @ Rs 00.75 Km/MT.

8. Any conditional Discount given by Bidder such as Discount applicable for complete order value, minimum order value on certain group of item, Discount for better Payment Terms, etc, shall not be considered for evaluation.
9. Wherever the Bidder does not indicate any rate/% for any item/commercial term, but specifies it to be extra, then the highest cost/amount/% quoted by any other Bidder shall be loaded.
10. If the Bidder has mentioned packing and forwarding charges extra, but not indicated the %, then it shall be loaded @ 2.5% ex-works price or the maximum amount quoted by any other Bidder whichever is more.
11. Preferred delivery is 6 months or earlier. Delivery period is the essence of the contract. For deliveries extending beyond preferred delivery period, an increase of 2% per month / or part of month shall be loaded on quoted price for evaluation purpose. RCF's decision in this regard shall be final & binding on the party.
12. Prequalification criteria will be as follows.
  - Party should submit details of manufacturing facility with quality assurance facility at their works.
  - Bidder should have experience in the business of Design, supply and erection and commissioning of integrated Material Handling Systems consisting of belt conveyors and Hoppers etc. The bidder shall have essentially fabrication/ manufacturing expertise in belt conveyor systems.
  - Bidder must have designed, manufactured and supplied at least one complete solid handling system of capacity not less than 25 MT/ Hr for similar duty during last three years and the same must be operating satisfactorily for at least one year.

Bidder shall submit self attested photo copies of following documents:

- a. Copy of Purchase orders with full technical details of the integrated system having value not less than Rs.1crore.
  - b. Certificate from user regarding satisfactory performance.
  - c. Valid bank solvency certificate of Rs. 140 lacs.
- The processing of offers after Price Bid opening shall be carried out through e-Reverse Auction. Participation in the e-Reverse Auction shall be mandatory. Modalities, detailed instructions & guidance for e-Reverse Auction shall be extended by RCF and the agency tied-up by RCF for providing the platform and conducting e-Reverse Auction. The offer of the party declining participation in e-reverse auction is liable to be rejected.

The above guidelines are informative only and RCF reserves the right to modify them without intimation.

**ANNEXURE-6**

**BID BOND PROFORMA FOR FOREIGN BIDDERS**

(BID BOND TO BE EXECUTED ON RS.200/- NON JUDICIAL LATEST  
STAMP PAPER FROM ANY INDIAN NATIONALISED BANK)

M/s Rashtriya Chemicals & Fertilizers Limited,  
Trombay Unit, Chembur, MUMBAI - 400 074.

Dear Sir,  
WHEREAS

M/s. \_\_\_\_\_  
(offerer) has offered to supply \_\_\_\_\_  
to RCF and the offerer is required to submit a Bid Bond for US\$ \_\_\_\_\_ along  
with the offer as a guarantee for fulfillment of all the Terms and Conditions for  
subsequent sale, we (bank with full address) do hereby guarantee and undertake  
to pay \_\_\_\_\_ immediately on demand by RCF, Mumbai the amount  
of US\$ \_\_\_\_\_ in case the offerer fails to perform any or all the  
obligations undertaken by him as per RCF's acceptance without any reservation,  
protest, demur and recourse to said offerer. Any such demand in writing made  
by RCF shall be conclusive and binding on us irrespective of any dispute or  
difference raised by the offerer. This guarantee shall be irrevocable and shall  
remain valid till 90 days from the date of tender opening.

Notwithstanding anything mentioned herein before, our liability under this  
guarantee is restricted to US\$ \_\_\_\_\_ (US Dollars  
\_\_\_\_\_ only) and it will remain in force upto  
\_\_\_\_\_ unless a claim under the guarantee is filed against us on or  
before \_\_\_\_\_ all your rights under the said guarantee shall be  
forfeited and we shall be released and discharged from all liabilities there under.

We \_\_\_\_\_ bank, further agree that the guarantee  
hereunder contain shall not be effected by any change in the terms of purchase  
originally offered by the offerer.

Date \_\_\_\_\_

For \_\_\_\_\_

Place \_\_\_\_\_

Bank \_\_\_\_\_

Authorised Signatories

**Note: Bidders bank while authorizing Indian Bank to execute this Bid Bond  
against their counter guarantee, should also intimate the reimbursement  
instructions. In case Bid Bond is given by Foreign Bank, it should be  
counter signed by an Indian Nationalised Bank.**

## ANNEXURE - 7

### PROFORMA FOR GUARANTEE FOR ADVANCE PAYMENT

(To be executed by any bank as per attached list on a non-judicial latest stamp paper of Rs 200 under bank's covering letter mentioning address of the bank. The BG shall be sent directly from your banker to DyFM, RCF Ltd. Capital Purchase Account, First Floor, Administrative Building, Chembur, Mumbai-400074)

In consideration of M/s. Rashtriya Chemicals & Fertilizers Limited, a Company incorporated under Companies Act, 1956 and having its registered office at Priyadarshini, Eastern Express Highway, Sion – Trombay Road, Mumbai 400 022 (hereinafter referred to as “RCF”, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) having agreed to make advance payment of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ only] in one or more installments to M/s. \_\_\_\_\_ a company incorporated under \_\_\_\_\_ Act and having its registered office at \_\_\_\_\_ (hereinafter referred to as “**CONTRACTOR**” which expression under repugnant to the context and meaning thereof shall include its successors and assigns), provided the **CONTRACTOR** furnishes a Bank Guarantee for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as required under the terms and conditions of CONTRACT/WORK ORDER/Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as the ‘Order’) placed by **RCF** on the said **CONTRACTOR**, We \_\_\_\_\_, Banking companies incorporated under the Banking Regulations act, having our registered office at \_\_\_\_\_ (hereinafter referred to as the ‘**BANK**’ which expression shall include its successors and assigns) do hereby undertake to default in repayment of the advance and/or applicable interest thereon by the said **CONTRACTOR**.

1. We, \_\_\_\_\_ the **BANK** hereby undertake to pay the amount under the guarantee without demur merely on a demand from RCF stating that there is a default in repayment of advance and/or interest by the **CONTRACTOR** or that, by the reason of the **CONTRACTOR**'s failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto **RCF** is of the opinion that said **CONTRACTOR** would not repay the said advance and/or interest. The demand made by **RCF** on the **BANK** shall be conclusive as to the default and also as to the amount due and payable by the **BANK** under this guarantee, notwithstanding any dispute or disputes raised by the said **CONTRACTOR** regarding the validity of such default and we agree to pay the amount so demanded by **RCF** without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

2. We, \_\_\_\_\_ the **BANK** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the recovery of the said advance along with interest thereon and that it shall continue to be enforceable till the dues of **RCF** under or by virtue of the said Order have been fully paid and its claim satisfied or discharged.

3. We, \_\_\_\_\_ the **BANK** undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **CONTRACTOR** in any suit or proceedings pending before any court of tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said **CONTRACTOR** shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ the BANK further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder, to vary, any of the terms and conditions of the Order or to extend time for completion of the contractual obligation by the said **CONTRACTOR** from time to time or to postpone, for any time or from time to time any of the powers exercisable by **RCF** against the said **CONTRACTOR** and to forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said **CONTRACTOR** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the said **CONTRACTOR** or by any such matter or things whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.

5. In order to give full effect to this guarantee, **RCF** will be entitled to act as if the **BANK** were the principal debtor and the **BANK** hereby waives all rights of surety ship.

6. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ and shall remain in force up to \_\_\_\_\_ and unless demand or claim under this guarantee is made on us on or before the said the date of expiry, we shall be discharged from all liabilities under this guarantee thereafter.

7. This guarantee will not be discharged due to change in the constitution of the **BANK** or of the said **CONTRACTOR**.

8. The **BANK** hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between **RCF** and the **BANK** and that all the future correspondence in regard to this **BANK** guarantee shall be addressed to Chief Finance Manager, Rashtriya Chemicals & Fertilizers Limited, Administrative Building, Chembur, Mumbai 400 074.

9. We, \_\_\_\_\_ the **BANK** lastly undertake not to revoke this guarantee.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_

For the Bank

Witness:  
Name & Address

Name(s) & Designation(s)  
Address:  
E-Mail address:  
Direct Telephone No.:  
Mobile No.  
Fax No

Note: Photocopy of Bank Guarantee should also be forwarded to CMM (P) for information

## **ANNEXURE – 8**

### **LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES**

#### **A)- STATE BANK OF INDIA AND IT'S ASSOCIATE BANKS:**

1. State Bank of India,
2. State Bank of Bikanar & Jaipur,
3. State Bank of Hyderabad,
4. State Bank of Indore,
5. State Bank of Mysore,
6. State Bank of Patiala,
7. State Bank of Saurashtra,
8. State Bank of Travancore.

#### **B)- NATIONALISED BANKS:**

1. Allahabad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. Syndicate Bank,
16. UCO Bank,
17. Union Bank of India,
18. United Bank of India,
19. Vijaya Bank.

#### **C)- OTHER BANKS:**

1. Bank of Rajasthan Limited,
2. Catholic Syrian Bank Limited
3. Kotak Mahindra bank Ltd.,
4. South Indian Bank Ltd.,
5. Tamilnad Merchantile Bank Ltd.,
6. The Federal Bank Ltd.,
7. The Jammu & Kashmir bank Limited,
8. The Karnatka Bank Limited,

D) - FOREIGN BANKS:

1. ABN AMRO Bank N.V.,
2. American Express Bank Limited,
3. Bank of American National Trust & Saving Association,
4. Bank of Tokyo Limited,
5. Barclays Bank PLC
6. BNP Paribas
7. Calyon Bank
8. Citibank N.A.,
9. Deutsche Bank,
10. Development Bank of Singapore (DBS)
11. Hong Kong & Shanghai Banking Corporation Limited,
12. ING Vysya Bank
13. JP Morgan Chase Bank
14. Standard Chartered Bank,

E)- PRIVATE SECTOR BANKS:

1. Axis Bank Ltd.,
2. Housing Development Finance Corporation Ltd., (HDFC)
3. ICICI Bank Limited,
4. IDBI Bank Limited,

**ANNEXURE - 9**

**(FORMAT FOR SOLVENCY CERTIFICATE)**

REF NO:

DATE:

To,

M/s Rashtriya Chemicals & Fertilizers Ltd.  
Chembur, Mumbai 400 074,  
India.

This is to certify that to the best of our knowledge and information,  
\_\_\_\_\_ (Bidders name with complete address), a  
customer of our Bank, is respectable, and is capable of executing orders to the  
extent of Rs. \_\_\_\_\_. (Amount in words).

This certificate is issued without any guarantee, risk or responsibility on behalf of  
the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

## ANNEXURE – 10

### FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND

(To be executed by any bank, as per attached list, on a Rs 200 non-judicial latest stamp paper under bank's covering letter mentioning address of the bank. The BG shall be sent directly from your banker to DyFM, RCF Ltd. Capital Purchase Account, First Floor, Administrative Building, Chembur, Mumbai-400074)

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as '**RCF**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s \_\_\_\_\_ having its registered/principal office at \_\_\_\_\_ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with **RCF** a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the terms and conditions of contract / work order / purchase order no. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the '**Order**'] placed by **RCF** on the said supplier / contractor, we, \_\_\_\_\_ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs. \_\_\_\_\_ on demand made by **RCF** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

1. We \_\_\_\_\_ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Supplier / Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

2. We, \_\_\_\_\_ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Supplier / Contractor** and accordingly discharge the guarantee.

3. We \_\_\_\_\_ **the Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Supplier / Contractor** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Supplier / Contractor** shall have no claim against us for making such payment.

4. We \_\_\_\_\_ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Supplier / Contractor**

from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ and shall remain in force up to \_\_\_\_\_ (date of expiry). Unless a demand or claim under this guarantee is made on us in writing on or before the date of expiry viz. \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Supplier / Contractor**.

7. The **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals & fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA. \_\_\_\_\_.

8. We, \_\_\_\_\_ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of the Bank

Signature

Witness:  
Name & Address

Name(s) & Designation(s)  
Address:  
E-Mail address:  
Direct Telephone No.:  
Mobile No.  
Fax No

Note: Photocopy of Bank Guarantee should also be forwarded to CMM (P) for information

## ANNEXURE- 11

### RASHTRIYA CHEMICALS & FERTILIZERS LTD.

(Government of India Undertaking)

#### NOTICE INVITING BID

#### GENERAL TERMS & CONDITIONS

##### 1.0.0 Definition

The term 'CONTRACT' shall mean and include the Notice Inviting Bid (NIT) the Instructions to BIDDERS, the Bid, Letter of Intent accepting the bid in part of full, Special and General Terms and Conditions, Directions, and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations if any, or any other authorized CONTRACT documents, and those general and special conditions that may be added subsequently or such other documents, drawings, specifications as may be prescribed.

1.0.01 The terms 'CONTRACTOR', shall mean the person(s), firm, company with whom, a CONTRACT has been entered into and shall be deemed to include their representatives, heir, executors and administrators, successors and permitted assignees of such person, person(s), firm or company.

1.0.02 The terms 'RCF' shall mean Rashtriya Chemicals & Fertilizers Limited having its Registered Office at 'Priyadarshini', Eastern Express Highway, Sion, Mumbai 400 022 and shall be deemed to include their successors and/or assignees, and shall include the Administrative and Executive Officers authorized to deal with all matters relating to the CONTRACT.

1.0.03 The Term 'BIDDERS' shall mean the person(s), firm or company who offer(s) a bid or quotation duly signed in response to the invitation to bid issued by 'RCF' and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees to such person(s), firm or company.

##### 1.1.0 Instructions for submission of Bid

1.1.01 Every bid shall be made out in English, Hindi or Marathi language. All other information will also be supplied by the 'BIDDERS' in English, Hindi or Marathi language. Only one language will be used in the bid. In case of conflict the English

version shall

prevail. All amounts shall be indicated by BIDDERS both in words as well as in figures. Whether there is difference between prices quoted in figures, and words, corresponding amount quoted in words shall prevail.

Bids should be free from overwriting. The bidder should duly attest all corrections. Bidder manually in long hand should sign bids by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company bidding and in case of firm/company, bid should bear its seal or stamp. The legal instrument of authority either in original or a certified copy thereof empowering the person(s) signing their bid should accompany the bid. No oral, telephonic or telegraphic bids or modifications in the bids shall be considered under any circumstances.

All bidders are requested to submit their bids STRICTLY as per the instructions given below. Bids should either be submitted personally in the bid box at the Office of Dy. General Manager (P ), Purchase Section, Administrative Building, Chembur, MUMBAI - 400 074, INDIA, or sent by Registered Post to the same address so as to reach well in advance of the closing date and time.

The envelopes containing the bid should be superscribed with The Bid No. and Date of opening.

##### 1.1.02 Submission of Bids

Bids are to be submitted in triplicate and should be type written. Bids are to be submitted in triple sealed covers as follows:

- i. Technical part of bid

The first sealed envelope should contain all copies of technical details of the bid. The cover should be clearly marked "Technical part of bid".

- ii. EMD & Unpriced Commercial part of Bid.

The second sealed envelope should contain Earnest Money Deposit and Copies of Unpriced commercial part of bid. The cover should be clearly marked "Unpriced Commercial part of Bid".

iii. Commercial Bid with Price.

The third sealed envelope should contain all copies of the Commercial part of the bid with Price details. The cover should be clearly marked "Commercial part of bid with Prices".

1.1.03 All the three envelopes should be put into an outer envelope duly sealed. All these envelopes should be properly superscribed with our "Bid No. and Due Date and Brief Description and the Name of the CONTRACTOR for proper identification.

### **2.0.00 Clarifications**

2.0.01 In case clarifications are required on invitation to bid the BIDDERS shall approach RCF in writing well before the opening of the technical part of the bid, and RCF will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the BIDDERS of any of the obligations stipulated in the invitation to bid.

The invitation to bid with Annexure and all attachments will be considered to have been read, understood and accepted by the bidders unless otherwise specifically stated by them in writing well before the scheduled opening of the technical part of the bid.

2.0.03 The terms and conditions as embodied in the CONTRACT shall be final and any other terms mentioned in the supplier's bid but not included in the CONTRACT shall be deemed as rejected by RCF.

### **3.0.00 Bid opening**

3.0.01 Bids will be opened in two stages  
Part I – Technical & Unpriced Commercial part of the bid.  
Part II – Commercial part of the bid with prices.

3.0.02 The Technical and Unpriced Commercial part of bid (part-I) will be opened on the prefixed date in the presence of BIDDERS (only public bids) and their representatives who desire to attend the bid opening.

3.0.03 The Commercial part of bid with Prices (part-II) shall be opened in public (only public bids) after the corresponding Technical and Unpriced Commercial part of the bid are scrutinized and possible clarifications obtained from such bidders as may be required so as to bring the bids at part technically.

3.0.04 Based on clarification, the BIDDERS may be asked to submit if required, revised sealed commercial part of the bid with prices (Part-II).

3.0.05 Bidders will be given adequate notice regarding date and venue of public opening.

### **4.0.0 EARNEST MONEY DEPOSIT**

1.0.01 Earnest Money Deposit (amount as mentioned in invitation to bid) should be furnished in the form of a demand draft payable at Mumbai drawn in favor of Rashtriya Chemical and Fertilizers Limited.

1.0.02 Any request to adjust Earnest Money Deposit out of the bidder's running bills or pending payments will not be considered and the bid will be treated as without Earnest Money Deposit.

1.0.03 Bids without Earnest Money Deposit or with the Earnest Money Deposit in a manner other than in what is mentioned above are liable to be rejected at the discretion of RCF.

1.0.04 Government of India Undertakings, Small Scale Industries Registered under single point registration with National Small Scale Industries Corporation and RCF Ancillary Units are exempted from the payment of Earnest Money Deposit.

4.0.05 Forfeiture of Earnest Money Deposit.  
If for any reason whatsoever any BIDDERS withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order or to furnish the Security Deposit for faithful performance of the CONTRACT within the stipulated time the amount of Earnest Money is liable to be forfeited.

4.0.06 Refund of Earnest Money  
Earnest Money Deposit will not carry any interest. Earnest Money Deposited by the unsuccessful bidders will be refunded as soon as possible. Earnest Money Deposit of successful BIDDERS will be refunded after the successful BIDDERS furnishes the Security Deposit.

### **5.0.00 SECURITY DEPOSIT.**

The Security Deposit for proper & timely fulfillment of the CONTRACT has to be paid by every successful BIDDERS. No exemption will be made. The scale of security deposit to be furnished is as under:

For the first Rs.10 lakhs - 10% of CONTRACT value.

For the next Rs. 10 lakhs - 7.5% of CONTRACT value

For above Rs.20 lakhs - 5% of CONTRACT value.

The CONTRACTOR will have to give Security Deposit as specified in the bid in the form of either a Demand Draft in favour of Rashtriya Chemicals & Fertilizers Limited payable at Mumbai, or by means of a Bank Guarantee as per RCF's proforma (attached as Annexure-10) from any RCF 's approved list of banks as per Annexure – 8. The Security Deposit shall be furnished to RCF, for a suitable period as prescribed by RCF in the bid.

The CONTRACTOR's Banker should forward the Bank Guarantee directly to RCF with the covering letter of the Bank. RCF reserves the right to insist on Security Deposit in the form of Demand Draft from any CONTRACTOR.

5.0.01 In case of foreign supply, the Bank Guarantee submitted by the foreign bank should be counter guaranteed/confirmed by State Bank of India, Commercial Branch, Swastik Chamber, Sion-Trombay Road, Chembur, Mumbai 400 071, India. The charges of the confirmation if any will be borne by the CONTRACTOR.

5.0.02 In the event of any breach of any of the terms and conditions of the CONTRACT or the CONTRACTOR neglects, delays or fails to perform the CONTRACT, RCF shall have the right to forfeit the Security Deposit. The Security Deposit shall not bear any interest.

### **6.0.00 PERFORMANCE GUARANTEE**

The CONTRACTOR shall provide Bank Guarantee for performance, in case of is specified in invitation to bid, equivalent to value of Security Deposit for a period of 12 months from the date of commissioning or 18 months from the completion of supplied whichever is earlier (or as specified in invitation to bid). Security Deposit can be converted into Performance Guarantee at the discretion of RCF.

### **7.0.00 VALIDITY OF BIDS.**

All bids should be kept valid for acceptance for 90 DC/NM 80609

days from the bid closing date unless otherwise specified in the bid invitation. Bids of lesser validity period may not be considered. In case of revised commercial bids with prices (Part-II) for validity period, the date will be reckoned from the date on which revised commercial bids with prices were opened.

### **8.0.00 BID INFORMATION**

Bids should include inter alia the following information.

#### **1.0.01 Technical & Unpriced commercial part of bids (part-I)**

##### **1. Technical Part.**

- a)- Invitation to bid No.
- b)- Scope of Supply.
- c)- Complete description of equipment/material supported by brochure, catalogue and/or other descriptive standard documents.
- d)- Completed data sheets as per the requirement of the bid.
- e)- Lay out drawings of sketched with (approximate) dimensions of equipment and indications of limits of supply.
- f)- Information on shipping weights and volume with special attention to heavy and over size package.
- g)-Itemised list of spare parts of
  - i)- Erection and commissioning
  - ii)- Two years operation.
- h)- Initial supply of spare parts will be ordered on the successful BIDDERS. For further orders of spares the BIDDERS shall indicate the nearest sources of supply from MUMBAI.
- i)- List of Special Maintenance tools, material fixtures and special erection tools and equipments.
- j)-BIDDERS shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.
- k)-List of similar equipments in operation indicating there in whether visits to the plants can be arranged.
- l)- Third party inspection programmed and scope of work.
- m)-Nature of Maintenance assistance available or offered by the BIDDERS.
- n)- Nature of Erection and commissioning assistance offered by the BIDDERS.
- o)- The BIDDERS should undertake to give shop drawings of spare parts and main equipment to enable RCF to undertake repair and maintenance after installation at site.
- p)- A certificate that the technical bid is in total

conformity with RCF's specification and if not the list of exclusions and/or deviations.

q)- Fabrication schedule and a brief statement of activities and time estimate justifying the total delivery.

## **II Unpriced Commercial part of bids.**

a)- Invitation to bid No.

b)- Earnest Money Deposit, Draft No. and date, Payee Branch of the Bank.

c)- Terms of payment.

d)- Guaranteed delivery period for each item

e)- Places of manufacture with the address.

f)- Statement that the liquidated damages or the force majeure clause of RCF and standard terms and conditions are agreeable.

g)- Statement showing that the security and performance guarantee clauses, standard terms and conditions are fully agreeable.

h)- Country of Origin.

i)- Statement showing the date of expiry of agreement with the Labour Union of the CONTRACTOR.

j)- Statement that shipping terms are defined by INCOTERMS 2000.

k)- Copies of commercial part of bids with all prices duly blanked out.

l)- Certificate showing that the offer is in total conformity with the terms and conditions as specified in the NIT. If not, list of all deviations should be given with proper justification.

m)- Particulars relating to bids as follows:

1)- Year of establishment.

2)- Name of Bankers.

3)- Certificate of CONTRACTOR's financial status from Contractor's Bankers.

4)- Name of the parties for whom similar orders have been executed earlier with their address and dates of equipment supplies and certificate from such companies/firms for the orders which have been executed.

5) Latest Income tax Clearance Certificate / PAN No. (Xerox Copy) In case RCF wants to see the original Income Tax clearance certificate, the same should be produced at short notice.

6) Sales Tax Registration No., Sales Tax Clearance Certificate. If exempted from Sales Tax, exemption certificate.

## **III Commercial part of bids with prices (part-II)**

a)- Invitation to bid No.

b)- Bid abstract sheet,

c)- Price schedule as applicable. If required by RCF price schedule should be given as per RCF format. prices shall be quoted separately for individual item.

d) Certificate that prices are valid for 90 days from the bid closing date for placement of Purchase Order.

e)-A certificate showing that the prices will be firm and valid during the CONTRACT period and not subject to any escalation whatsoever.

f) Third party inspection charges extra (Lumsum)

### **9.0.00 Currency and Country of Origin.**

#### **9.0.01 Currency.**

Bidders shall submit the bids either in the currency of their country or the currency in which they will be paid. However, in contracts for supply and installation of equipment, the bidders should state the portion of the bid price relating to the Erection/Installation in Indian Rupees.

#### **9.0.02 Country of Origin.**

The bidders will have to furnish information regarding the country of origin of the goods and works in their bid documents.

### **10.0.00 Transmission of Bids.**

All bids should either be submitted in Bid Box in the office of Dy. General Manager (Purchase), Administrative Building, (Ground Floor) Rashtriya Chemicals & Fertilizers Ltd., Chembur, Mumbai

400 074, INDIA or sent by courier/ Registered post to the same address so as to reach well in advance of the closing date and time. In their own interest the Bidders are advised to notify the Dy. General Manager (Purchase) by fax, date and place of despatch of bids, BIDS RECEIVED AFTER CLOSING DATE ARE LIABLE TO BE REJECTED.

### **11.0.00 Accompaniments.**

All bids must be complete in all respect & should conform to all requirements set forth in the enquiry, Annexure and attachments. The contents of the bid invitation, Annexure and the attachments will be considered to have been read, understood and accepted by all the bidders. All deviations from the specifications set forth in the enquiry should be properly brought out in the Technical Bid.

### **12.0.00 Compensation for submission of bid.**

Bidders shall not be entitled to claim any costs, charges, expensed or incidentals for or in connection with the preparation and submission of their bids even though Rashtriya Chemicals & Fertilizers may elect to withdraw the invitation to bid or reject all bids.

### **13.0.00 Pricing.**

13.0.01 Bidder's quotations must conform in all respects to the applicable specifications, drawings, data sheets, terms and conditions of this invitation to bids. BIDDERS must certify that his quotation complies with all enquiry documents and specifications. Exceptions, and deviations if any should be specifically stated. In the event of the BIDDERS not giving any exceptions and deviations in the bid then it will be construed that the BIDDERS has accepted RCF's invitation to the bid in full.

13.0.02 BIDDERS may offer a supplementary or alternative proposal (viz his standard design) but in doing so he must state all deviations and/or exceptions to the bas bid. Generally a bid offering only the alternative solution is not accepted.

13.0.03 Bidders should quote unit and lump sum prices. The price so quoted should be all-inclusive and no claim for extras will be entertained.

13.0.04 Bidders should clearly indicate in

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the bid whether they are availing Modvat Credit or such other Credits or Duty Draw Backs. In such cases the BIDDERS should state in the bid that they have considered all such benefits for quoting their price in the bid.

13.0.05 The Unit rate quoted in the bid will form the basis of compensation, if the scope of work is altered within mutually acceptable limit.

13.0.06 The bid shall be based on firm F.O.B. price and on reliable basis estimate of the freight cost from the port of loading to Mumbai Port should also be given.

The Indigenous Bidders shall quote free delivery at RCF Trombay site, and also give separately a reliable estimate of freight/transportation charges to site.

13.0.07 Bidders are required to state the name of proposed manufacturers of every item of equipment which does not fall under their manufacturing range at the time of submitting the bid. All bids shall be in the currency of the country from which the equipment and services are to be acquired. In case of:

- i. Bids submitted jointly by Manufacture(s) located in India and Foreign Manufacturer(s).
- ii. Bids submitted by Manufacturer(s) located in Indian and Foreign sub-supplier(s) and
- iii. Bidders submitted by Foreign Manufacturer(s) with sub-supplier(s), located in India.

The bid documents shall be arranged to show separately the expenditure in Indian and Non-Indian currency.

BIDDERS shall quote all prices including percentages of total price in figures as well as in words. Where there is a difference between these, the rates given in words shall prevail. Erasures or overwriting of any kind in the bid may render the bid to outright rejection. Where necessary the original figures and words should be scored out and corrected figures and words written again. The BIDDERS shall have to attest the corrections.

### **14.0.00 Price adjustment/escalation**

THE PRICE QUOTED SHOULD BE FIRM AND SUBJECT TO NO ESCALATION WHATSOEVER DURING THE ENTIRE CONTRACT PERIOD, except for Statutory Levies namely Excise Duty, Sales Tax and Octroi. Rate of Excise Duty, Sales Tax and Octroi, applicable on the date of submission of the bid should be clearly mentioned in the bid. Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, if there is any increase in statutory Levies RCF shall restrict the payment of Statutory Levies as prevalent on the delivery date, as mentioned in the Purchase Order or Work Order and amendment(s) thereto. BIDDERS shall submit to RCF necessary documentary evidence as may be required to enable RCF to determine the rates of Statutory Levies applicable on the contractual delivery date.

#### **15.0.00 Agency Commission**

THE BIDDERS should indicate the agency commission included in their offer payable to agents in India, if any. The agency commission shall be payable in equivalent Indian Rupees against separate invoice from Indian Agents within 30 days after receipt and acceptance of materials.

#### **16.0.00 Bidder's Obligation.**

- i)- To conform to the fabrication schedule provided by him so as to complete the work within the delivery period quoted.
- ii)- To notify RCF as and when inspections, including pre-shipment inspection are due and arrange rework, if any as a consequence of such inspection.
- iii)-Place goods along side vessel of dock in FAS and on board in case, FOB bids and deliver material free at our Trombay site in case of Indian bidders.
- iv)-Provide RCF with clean on board Bill of Lading or clear R.R.
- v)- Make good any damage or loss or both, until goods are delivered alongside in FAS and on board in FOB contracts and in respect of Indian Contracts, until goods are delivered or until goods are delivered to carriers in case of ex-factory delivery or until goods are delivered to RCF site in case of free delivery to RCF.
- vi)- Before submitting the bids, the bidders should

satisfy themselves of all existing conditions, limitations and official regulation at the site of the work and en-route and the laws governing the CONTRACT. No claim whatsoever shall be entertained on the grounds of ignorance of site conditions and/or conditions prevailing in the surrounding areas.

#### **17.0.0 Standard & Measurements.**

Codes or standards equal or of higher quality than the codes or standards stipulated in the Invitation to Bid will be acceptable.

Where a brand name with the phrase "or equal" have been specified in the Invitation to bid. BIDDERS may quote for alternative articles or materials, which have similar characteristics and provide equal performance and quality to that specified.

Metric system has been adopted in the preparation of all design, engineering, and drawing including piping and tubing schedules. The bidders also shall follow the metric system.

#### **18.0.00 Right of Acceptance & Rejection of Bid.**

RCF reserves the right to accept at their sole and unfettered discretion any bid for whole or part quantities or to reject any or all bids without assigning any reason thereof. No claim for compensation etc., whatsoever will be entertained by RCF from unsuccessful bidders.

##### **18.0.01 Past Performance of the Contractors**

The Contractors whose past performance have been found not satisfactory, in the opinion of RCF, then, RCF reserves the right to refuse the bid documents, or reject the bid while opening or evaluating the bids. The decision of RCF regarding performance evaluation shall be final.

#### **19.0.00 Splitting of Bid.**

RCF reserves the right to split the bid in parts and to award the contract in full or in parts.

#### **20.0.00 Right of cancellation of CONTRACT.**

20.0.01 RCF reserves the right to cancel this CONTRACT or any part thereof and shall be entitled to rescind the CONTRACT wholly or in part forthwith by a written notice to the CONTRACTOR if:

20.1.01 The CONTRACTOR does not adhere to any terms and conditions of the CONTRACT including General & Special, Terms & Conditions.

20.1.02 The CONTRACTOR fails to execute the job in time.

20.1.03 The quality of the supply/part supply received is poor or not in conformity with the requirement.

20.1.04 The CONTRACTOR attempts for any corrupt practices.

20.1.05 The CONTRACTOR becomes bankrupt or goes into liquidation.

20.1.06 The CONTRACTOR makes a general assignment for the benefit of creditors.

20.1.07 A receiver is appointed for any of the property owned by the contractor.

20.2.00 Upon receipt of said cancellation notice; the CONTRACTOR shall discontinue all work on the CONTRACT and matters concerned with it.

20.2.01 RCF in that event will be entitled to get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.

20.3.00 RCF also reserves the right to cancel the CONTRACT due to Force Majeure sure conditions and the CONTRACTOR will have no claim of compensation whatsoever.

### **21.0.00 Termination of CONTRACT for Convenience.**

21.0.01 RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination if for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective.

21.0.02 the work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices.

For the balance work RCF may opt:

- a)- to have any portion completed at the CONTRACT terms and conditions.
- b)- to cancel the reminder and pay the CONTRACTOR an agreed amount for material brought to site for execution of work

### **22.0.00 Correspondence.**

All correspondence in respect of this invitation to bid should be made in English quoting bid invitation reference number appearing on the front page. Correspondence should be addressed in duplicate to: Dy.General Manager (Purchase), Rashtriya Chemicals & Fertilizers Limited, Administrative Building, (Ground Floor), Chembur, MUMBAI 400 074, INDIA.

fax should be sent at the following nos.  
Fax No. +91(22) 25522320/25522233

### **23.0.00 Comparative Analysis of Bids**

23.0.01 All bidders, in whatever currencies they are will be converted into Indian Rupees for the purpose of comparison. The rate of exchange used for such valuation will be those published by the Reserve Bank of India and ruling on the date of opening of the price bid, unless there is abnormal change in the value of currencies before the award of CONTRACT. In such event the exchange rate ruling at the time of decision to notify the award of CONTRACT to the successful BIDDERS will be used.

23.0.02 Comparison will be made between Indian offers (competitive) and Foreign offers on the basis of the landed price. RCF may however, give a margin of price preference to Manufacturers located in India at its sole discretion.

23.0.03 To determine the best evaluated BIDDERS, factors other than the price will also be taken into consideration. The following points will enter into evaluation.

i)- Bids quoting firm price will be given preference over the bid's prices subject to escalation.

ii)- Guaranteed delivery period as stipulated in the invitation to bid.

iii)- Technical Quality (efficiency, reliability and suitability)

iv)- Terms of payment – an Interest rate of 11.5% [cash credit + 1%] per annum or such other rate as decided by RCF from time to time will be used to compute the evaluation of prices in case of advance or progressive payments.

v)- Bidders' experience in manufacturing similar equipment for similar duties and whether such

equipments are in service and operating successfully at designed conditions.

vi)- Maintainability and availability of maintenance assistance/support in India.

vii)- Cost and availability of spare parts.

viii)-Cost of vendor's assistance in Erection and commissioning.

ix)- Cost of expediting and inspection.

x)- Bidders' guarantee (nature of warranty and warranty period).

xi)- Compliance with bid terms, specifications, drawings and data sheets.

xii)- Willingness to give shop drawings of spare parts and main equipments.

xiii)- Bids from Indian Public Sector Units.

#### **24.0.00 Terms of payment.**

##### **24.0.01 Foreign Suppliers**

The material will be paid for the currency of the country of origin. In case the CONTRACT stipulates erection at the Indian site the charges for erection will be paid only in Indian currency. Therefore, the BIDDERS should clearly mention this amount in the bid.

100% payment shall be made through irrevocable letter of credit against submission of shipping documents and performance bond to cover defect liability period. The BIDDERS shall have to furnish the name of their bankers for opening the letter of credit by RCF.

##### **24.0.02 Indigenous suppliers.**

RCF's normal payment term is payment within 30 days after receipt and acceptance of material at site, provided bank guarantee for performance if stipulated with the CONTRACT is submitted

##### **24.0.03 RCF may with hold payment to such extent as may be necessary to protect itself from loss on account of:**

i)- Defective work not remedied.

ii)-Failure of the CONTRACTOR to make payment properly or for materials or for labour.

iii)-Reasonable doubts that the CONTRACT cannot be completed with the balance CONTRACT.

iv)-Damage to another CONTRACTOR or to RCF property and probable filing of claims.

v)- For other reasons mentioned else where in NIT.

#### **25.0.00 Advance payment.**

In case of large contracts if the CONTRACTOR essentially needs any advance payment then this should be clearly indicated in the Unpriced commercial part of the bid documents. If approved by RCF, such advance payment will be released only on furnishing of suitable bank guarantee as per proforma enclosed for an amount equivalent to the advance payment. AN INTEREST RATE OF 11.5% OR SUCH OTHER RATE AS MAY BE DECIDED BY RCF FROM TIME TO TIME WILL BE USED AT THE TIME OF EVALUATION BID.

#### **26.0.00 Period for the completion of the CONTRACT.**

Time is the essence of the CONTRACT. The CONTRACT should be completed as per the time schedule given in the CONTRACT. The time schedule includes but not limited to time for submission of drawings for approval, incorporation of comments if any, final approval of drawing by RCF. However, if the approval of the drawing is delayed beyond 10 days from the date of receipt of RCF Office, corresponding extension in time shall be allowed provided CONTRACTOR gives a notice in writing that the approval in drawing is delayed and requests for extension of delivery period correspondingly. The CONTRACTOR shall furnish detailed PERT Chart indicating various events and activities, in his bid. CONTRACTOR shall submit to RCF their time schedule in respect of documentation, manufacture and supply of equipment, clearly indicating all main or key events such as material procurement, manufacturing activities, testing, documentation, delivery, transportation, erection, etc.

RCF representative shall have the right to inspect the manufacturing activities at the CONTRACTOR's premises with a view to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule given to RCF. RCF reserves the right to appoint third party inspection agency in addition to RCF's own inspection. All third party's inspection charge will be paid by RCF, unless otherwise specifically stated in the Purchase Order or Work Order.

Notwithstanding the above, in case of the progress in execution of the CONTRACT at various stages is not as per the time schedule or is not satisfactory in

the opinion of the RCF which shall be conclusive or if the CONTRACTOR neglects to execute the CONTRACT with due diligence and expedition or shall contravene the provision of the CONTRACT. RCF may give notice of the same in writing to the CONTRACTOR calling upon him to make good the failure, neglect or contravention. Should the CONTRACTOR fail to comply with such notice within the period considered reasonable by RCF and specified in such notice RCF shall have the option and be at liberty to take the CONTRACT, wholly or in part, out of the CONTRACTOR and make alternative arrangements to obtain the requirements and completion of the CONTRACT at the CONTRACTOR's risk and cost and recover from the CONTRACTOR all extra cost incurred and agreed liquidated damages by the RCF on this account. In such an event RCF shall not be responsible for any loss that the CONTRACTOR may incur and CONTRACTOR shall not be entitled to any gain. RCF in addition shall have the right to forfeit Security/Performance Deposit in full or part.

#### **26.0.01 Price Reduction for late delivery**

In the event that the CONTRACTOR fails to meet the time schedule agreed for submission of documents and/or supply of equipments or materials the CONTRACTOR shall pay the agreed damages. The agreed damages will be calculated on the total CONTRACT price including subsequent modifications if any, and price escalation, if contractual but exclusive of spare parts.

- i. In case of delay in supply of documents total price shall be reduced at the rate of 0.1% per week or part thereof subject to a maximum of 0.5% per document group.
- ii. In case of delay in delivery of equipment/material including shipping documents price shall be reduced at the rate of 0.5% per week or part thereof subject to maximum of 5% of CONTRACT value, without the owner being required to establish and prove the actual loss, damage suffered by the owner on accrual of such delay.

One week's grace period will be granted in the calculation of the delay. Date of delivery is the date of clean on board Bill of Lading or date of clear R/R and in case of direct delivery to our Stores the date of receipt at Stores.

Notwithstanding the above in the event of protracted delay in delivery, RCF shall reserve the right either to cancel the CONTRACT wholly or partially and make alternative arrangement at the risk and cost of the CONTRACTOR with a notice of seven days to

the CONTRACTOR.

#### **27.0.00 Inspection and Testing.**

RCF shall have the option to appoint an Inspection Agency for stage and final inspection of the equipment/material ordered under the CONTRACT. All testing and trials including those carried out for material, whether or not manufactured by CONTRACTOR, shall be witnessed by our Inspector. All the test certificates in original as required shall be furnished by the CONTRACTOR. Along with the supply of the equipment/material. The CONTRACTOR shall arrange where ever necessary and applicable, inspection as per statutory provisions such as Indian Boiler Regulation, Indian Electricity Act, Indian Explosive Act, etc. The CONTRACTOR shall be responsible for arranging the visit of the Boiler Inspector Electrical Inspector, Explosive Inspector, or any such statutory authority for obtaining necessary clearance before the supply of equipment/material.

The equipment shall be despatched only after the inspection and acceptance certificate issued by the Inspector in writing, unless otherwise provided for the CONTRACTOR. Copies of the inspection and acceptance certificates shall be sent to RCF along with the advance copies of the invoice.

#### **28.0.00 SUB CONTRACT.**

Written consent of RCF should be obtained before the work is sub contracted, in case the CONTRACTOR intends to employ SUB CONTRACTOR(s). Sub contracting shall not imply any limitation of CONTRACTOR's liability to fulfill the CONTRACT. Should the SUB CONTRACTOR, in the opinion of RCF, appear to be unfit to carry out his part of the CONTRACT or the progress of the SUB CONTRACTOR's work in such that the planned time of completion within the terms of the order is jeopardized, RCF shall have the right to instruct the CONTRACTOR in writing to terminate the SUB CONTRACT without notice or a short notice. This shall not give raise to any claim from SUB CONTRACTOR or relieve the CONTRACTOR from any of his contractual obligations and responsibilities.

#### **29.0.0 Disputes and Arbitration**

In the event of any question, dispute or difference arising under the CONTRACT, the same shall be referred to the sole arbitration of a person appointed to the Arbitrator by CMD, RCF. There will be no objection that the arbitrator is in service of RCF that

he had to deal with the matters to which the CONTRACT relates or that in the course of his duties as an employee of the RCF he had expressed views on all or any of the matter in dispute or difference. The arbitrator shall give a reasoned or speaking award. The award of arbitrator shall be final and binding on the parties to the CONTRACT. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD. RCF to appoint another Arbitrator in place of outgoing Arbitrator in the manner aforesaid. The venue of arbitration shall be Mumbai.

### **30.0.0 Transit Risk Insurance.**

All consignments under the CONTRACT, which are despatched to RCF, will be covered for Transit Insurance under RCF's Open General Insurance Policy with the underwriters M/s. IFFCO TOKIO GENERAL INSURANCE CO. LTD. 3<sup>RD</sup> FLOOR, ASRA BUILDING, 182 WATERFIELD ROAD, BANDRA (WEST), MUMBAI – 400 050, India. TELEPHONE: +91(22)26404809 FAX: +91(22)56764400 or such other Insurance Company as may be prescribed by RCF from time to time.

Advance intimation of despatch of consignment(s) shall be given by the CONTRACTOR to our underwriters indicating there in the manner of despatch, nature of packing, weight and such other details as required for insurance coverage. The CONTRACTOR should ensure that the above information is forwarded under Registered Acknowledgement Due Letter, and acknowledgement received is kept in their record. The contractors shall also ensure that supply of material is adhered to as per CONTRACT and packings are as per specifications laid out under Marine Insurance Guidelines.

CONTRACTOR shall assist RCF, Insurance Co., Surveyors, and any other coordinating agency appointed by RCF for early settlement of claim(s) if any.

CONSIGNMENTS DESPATCHED ON "CIF" OR "FREE DELIVERY TO RCF" BASIS SHALL NOT BE INSURED AGAINST RCF'S OPEN GENERAL INSURANCE POLICY.

#### **30.0.01 Indigenous Suppliers.**

The consignment shall be insured for cost plus freight plus taxes if applicable, with the M/s ICICI LOMBARD GENERAL INSURANCE COMPANY LTD., 403, CENTRE POINT , DC/NM 80609

J.B.NAGAR , Andheri-Kurla Road, Andheri (E), MUMBAI – 400 059, India. TELEPHONE: FAX: +91(22)56764400 or such other Insurance Company as may be prescribed by RCF from time to time. The Indigenous Suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched with despatch particulars.

#### **30.0.02 Foreign Suppliers.**

The consignment shall be insured against all the risks including SRCC type from suppliers warehouse to warehouse of RCF with the above underwriters. Foreign suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched from their works with despatch particulars.

#### **31.0.0 Taxes and Duties**

All taxes and duties should be shown separately in the bid where ever applicable. RCF is registered under Central Sales Tax Act as well as Maharashtra Sales Tax Act. Central or Maharashtra Sales Tax as applicable should be stated in the quotation. In case of CST 'C' Form will be issued. Our CST No. is 400074 – C.I. dated 01.04.96 and MST No. 400074 S I dated 1.4.96. Excise duty as applicable should also be clearly and separately shown in the bid. CONTRACTOR shall submit all original documents for payment of Excise Duty, Customs Duty, Octroi, etc.

#### **32.0.00 Jurisdiction of Court**

The CONTRACT shall be deemed to have been entered into at Mumbai , INDIA and all causes of action in relation to the CONTRACT will thus be deemed to have been arisen only within the jurisdiction of the Mumbai Courts.

#### **33.0.0 Secrecy**

Any information derived or otherwise communicated to the CONTRACTOR in connection with the CONTRACT shall be regarded as secret and confidential and shall not without the written consent of the RCF be published or disclosed to any third party or made used of by the CONTRACTOR except for the purpose of implementing the CONTRACT.

#### **34.0.00 Law governing the CONTRACT**

This CONTRACT shall be governed by the laws of Union of India for the time being in force.

#### **35.0.00 Negotiations**

RCF may not conduct any negotiation for the bid as far as possible. However, RCF reserves the right to

conduct negotiation if the conditions so warrant.

### **36.0.00 Other Requirements**

All bidders should submit the following documents along with the commercial part of the bid.

- 1)- A certificate signed by Independent Chartered Accountant furnishing the names of any Associated Units of the BIDDERS or names of any Units in which any of the Directors/Partners of the BIDDERS has any interest. In case the BIDDERS has no associated unit and/or none of the Directors/Partners have interest in any other unit(s) they should furnish a certificate from Chartered Account of this effect.
- 2)- CONTRACTOR should declare the name(s) of his or the firm's partners/relatives if they are working in RCF. If relative(s) of CONTRACTOR is/are working in RCF, a certificate to this effect shall be furnished by the CONTRACTOR.
- 3)- CONTRACTOR should furnish the latest Income Tax Clearance Certificate.
- 4)- CONTRACTOR should furnish the Solvency Certificate issued by their Bankers in a sealed cover.
- 5)- CONTRACTOR should complete the proforma on "Status of BIDDERS" as per Annexure enclosed.
- 6)- CONTRACTOR should furnish Sales Tax Clearance Certificate and if they are exempted from payment of Sales Tax, the exemption certificate to be furnished.

### **37.0.00 Force Majeure.**

Neither the CONTRACTOR nor the RCF shall be considered in default in the performance of their contractual obligations under the order so long as such performance is prevented or delayed for reasons, such as Acts of God, severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, landslide, fire or explosion, plague or epidemic, strikes, lockouts lasting more than 14

consecutive calendar days sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority.

CONTRACTOR shall notify RCF about the occurrence of the force majeure events and provide RCF with the details of the arising and ceasing of the impediment. At the end of the impediment CONTRACTOR shall provide justificatory documentation countersigned by the Local Chamber of Commerce.

Should one or both the parties be prevented from fulfillment of the contractual obligations by a state of force majeure lasting continuously for a period of six weeks the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances, which are themselves, force majeure.

CONTRACTOR shall endeavor to prevent, overcome or remove the causes of force majeure.

No ground for exemption can be invoked if the CONTRACTOR failed to give timely notice by a Registered Letter and subsequently supported by documentary evidence.

### **38.0.00 Patent Rights.**

The CONTRACTOR shall fully indemnify RCF, its customers and users, against any action, claim or demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be paid directly by the CONTRACTOR.

## ANNEXURE 12

# MODALITIES FOR PROCUREMENT THROUGH REVERSE AUCTION

The following steps noted below shall be the general methodology for carrying out the process of procurement through the route of Reverse auction. Please note that some of the steps enumerated may vary or be replaced / deleted in order to accommodate for certain systemic or procedural compliance.

1. The offers shall be called in 2 Bid System. The bidders shall be required to submit their offers in 2 separate envelope parts- (a) '**Technical & Un-priced Commercial Bid**' and (b) '**Price Bid**'.  
The Technical & Un-priced Commercial Bid shall contain along with the duly filled-in requisite Annexures, the "Format A - Process Compliance Form" (as per attached format) on bidder's letterhead, confirming acceptance of all the terms for participating in the Reverse Auction. Non-acceptance / Non-submission of the "Process Compliance Form" shall be a basis for rejection of the offer.
2. The first part of the offer, Technical & Un-priced Commercial Bid, shall be opened on the due date and time as per the NIT, in the presence of the representatives of those bidders who choose to remain present.
3. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical and commercial acceptability including the pre-qualification criteria (the existing pre-qualified suppliers shall be exempt from this criteria). The offers not fulfilling the technical criteria as per the NIT shall be rejected outright.
4. The offers will be evaluated as per the evaluation procedure mentioned in the NIT. The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par. The tenderers whose offers qualify shall be intimated regarding the due date and time of opening of price bid. The bidders have the option of attending the opening of the Price Bids at the due date and time.
5. After opening the price bids and arriving at evaluated cost to RCF, the tenderers whose price bids have been opened shall be required to participate in the Reverse Auction event conducted by the RCF's Service Provider.
6. It shall be RCF's discretion to use the Lowest Evaluated Cost (Unit Rate) obtained amongst the Price Bids opened or any other price as decided by RCF as the Opening Bid Price for the Reverse Auction.

## BUSINESS RULES FOR REVERSE AUCTION

### A. GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (ON-LINE BIDDING ON INTERNET)

1. For the reverse auction, technically and commercially acceptable tenderers only shall be eligible to participate.
2. RCF through authorized service provider will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. RCF will inform the tenderer in writing the details of service provider including contact details to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Tenderers have to enclose the duly signed & filled-in compliance form in the prescribed **Format A – Process Compliance Form** along with the un-priced commercial bid. Without this said form, the tenderer will not be eligible to participate in the tender.
6. It is mandatory for tenderer to have a valid digital signature certificate issued by any of the valid Certifying Authority approved by Government of India for participation in the Reverse Auction event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.
7. RCF will provide the evaluation sheet (e.g.: EXCEL sheet) to each tenderer, if any, the start of reverse auction which will help to arrive at “Evaluated Cost to RCF” as detailed in NIT.
8. Reverse auction will be conducted on schedule date & time.
9. At the end of reverse auction event, the evaluated lowest tenderer cost will be displayed on the auction website.
10. The lowest tenderer has to fax / e-mail the duly signed filled-in prescribed **Format B – Price Confirmation** as provided to RCF immediately after closing of reverse auction event .
11. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the Reverse Auction (RA) event.

**B. Business Rule for finalization of the procurement**

Please go through the guidelines carefully given below and submit your acceptance to the same in the attached prescribed **Format A – Process Compliance Form** along with the un-priced commercial bid.

1. Reverse Auction (ON-LINE BIDDING ON INTERNET) shall be conducted by RCF, on pre-specified time & date, the tenderers shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by tenderers themselves.. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., tenderers are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the tenderers are requested to not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either RCF or RCF’S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances
2. RCF’S SERVICE PROVIDER shall arrange to train the nominated person(s) of the tenderer, without any cost. Service provider shall also explain all the Rules related to the Reverse Auction mentioned in the Business Rules Document to be adopted, as per NIT.

3. **OPENING PRICE / BID DECREMENT:** The opening bid price of the Reverse Auction and the bid decrement value shall be available to the tenderers on their respective bidding screen.
4. **BID PRICE:** The Tenderer has to quote the Evaluated Cost to RCF for the items specified. Any techno-commercial loading, to arrive at the Evaluated Cost to RCF, shall be intimated to tenderers prior to Reverse Auction event in the form of Evaluation sheet. Detailed evaluation procedure of bids is mentioned in the NIT as annexure ....
5. **Procedure for Reverse Auctioning**
  - a. **Reverse Auction:** RCF will declare its **Opening Price (OP)**, which shall be displayed to all tenderers during the start of the Reverse Auction. The tenderer will be required to start bidding after announcement of Opening Price and decrement amount. Opening Price displayed on screen is evaluated price to RCF. The first online bid and the subsequent bids, received in the system during the event shall be less than the Auction's opening bid price by one decrement or multiples of decrement.
  - b. Reverse Auction shall be for a period of 60 minutes or as per RCF's requirement. If a tenderer places a bid in the last **5 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **5 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **5 minutes**. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last **5 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**
  - c. After the completion of Reverse Auction, the **Closing / Final Price (CP)** shall be available on auction screen.
  - d. At the end of the reverse auction, L1 tenderer (i.e. tenderer who has quoted lowest final closing price) has to provide price confirmation giving a detail break up through email or fax on tenderer's letter-head immediately as per attached prescribed **FORMAT B – Price Confirmation**.
6. During Reverse Auction, if no bid is received within the specified time, RCF, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope
7. Placement of order on the conclusion of Reverse Auction shall be at the discretion of RCF. Bids once made by tenderer, cannot be cancelled or withdrawn.

8. It shall be the prerogative of RCF to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case RCF decides to have more than one supplier. The bidders shall be offered to confirm FINAL / Closing Price in Reverse Auction in sequence of their ranking in Final Price offered during Reverse Auction event.
9. The tenderer shall be assigned a **Unique User Name & Password** by RCF'S SERVICE PROVIDER. The tenderer are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from RCF'S SERVICE PROVIDER to ensure confidentiality. All bids made from the Login ID given to tenderer will be deemed to have been made by them.
10. The tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:
  - Leading Bid in the Auction (Current Lowest Rate)
  - Bid placed during the event
  - Opening Price & Decrement Value.
11. RCF's decision for award of Contract shall be final and binding on all the Tenderers.
12. RCF shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.
13. The tenderer will be required to submit their acceptance to the terms / conditions / modality given above before participating in the reverse auction.

**C. Other terms & conditions**

- The Tenderer shall not indulge either by himself or through any of his representatives in Price manipulation of any kind either directly or indirectly and shall not divulge, in any manner, the details of rates and other information connected with the tender to other suppliers / tenderers.
- The Tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other party.
- RCF and/or RCF'S SERVICE PROVIDER shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.
- RCF and/or RCF'S SERVICE PROVIDER is not responsible for any damages, including damages that result from, but are not limited to negligence.
- RCF and/or RCF'S SERVICE PROVIDER will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**FORMAT – A**  
**Process Compliance Form**

(Tenderers are required to print this on their company's letter head and sign, stamp before putting it into un-priced commercial bid)

To

**M/s. RCF Ltd.**

**Attention :**

Sub: Acceptance to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

**This has reference to the Terms & Conditions for the Reverse Auction mentioned in the NIT NO.....**

We hereby confirm the following -

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Business Rules governing the Reverse Auction as well as this document.
- 3) We also confirm that we will undergo the training by RCF's SERVICE PROVIDER on the auction tool and the functionality of the same..
- 4) We confirm that RCF and RCF'S SERVICE PROVIDER shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority and self attested copy enclosed
- 6) We also confirm that we will fax / e-mail the price confirmation & price break up of our quoted price as per FORMAT B – Price Confirmation after the closing of reverse auction event

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

E-mail Id:

Tel no.:

Mobile no. :

**Sign this document and Fax at + 91 - 022 – 25522320/233**

**FORMAT – B**  
**Price Confirmation**

(Tenderers are required to print this on their company's letter head and sign, stamp before faxing)

**To**

**M/s. RCF Ltd.**  
**Trombay Unit / Thal Unit**

**Attention -**

**Sub: Final price quoted during Reverse Auction and price break up**

Ref : 1. RCF NIT no, .....  
2. Reverse Auction dt. ....

Dear Sir,

We confirm that we have quoted the final price

1. ----- (in words & figures)

(Price quoted on Evaluated cost to RCF basis)

as our final lump sum prices during the Reverse Auction conducted on \_\_\_\_\_ (date)  
**(Price Breakup attached as per RCF evaluation sheet (excel) format)**

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

E-mail Id

Tel no.:

Mobile no.:

**Sign this document and Fax at + 91 - 022 – 25522320/233**

**CONTACT INFORMATION**

<p style="text-align: center;"><b>e-Procurement Technologies Ltd. Ahmedabad</b></p>	<p style="text-align: center;"><b>Rashtriya Chemicals &amp; Fertilizers Ltd. Mumbai</b></p>
<p>Fax:- 91 - 079 - 4001 6876 / 6816</p> <p>Tel.:- 91 - 079 - 4001 6860 / 6861 / 6863 / 6864 / 6866 / 6879 / 6880 / 6882</p> <p><b>Mr. Harsh Gajjar</b> Mob: 0 – 92768 60124 Email: <a href="mailto:harsh@abcprocure.com">harsh@abcprocure.com</a></p> <p><b>Ms. Vaishali Soni</b> Mob: 0 – 96629 40485 Email: <a href="mailto:vaishali@abcprocure.com">vaishali@abcprocure.com</a></p>	<p>&lt;&lt;Concerned Official's Name&gt;&gt;</p> <p>&lt;&lt;Designation&gt;&gt;</p> <p>&lt;&lt;Contact No.&gt;&gt;</p> <p>&lt;&lt;Email-Id&gt;&gt;</p>

## ANNEXURE -A TECHNICAL DETAILS

### INDEX TO THE ANNEXURES

Following Annexures form part of the scope of supply for the Un-ground Rock Conveying System :-

- Annexure.1 Description of the proposed scheme.
- Annexure.2 Scope of supply and job, Delivery period (for supply and installation) Mode of Quotation etc.
- Annexure.3 Technical specifications of Existing Bucket elevator and the proposed modifications.
- Annexure.4 Technical specifications of the proposed New Conveyor system. (Including vibrating screen, Diverter, Hopper, weigh feeder etc.) Requirement of Structural jobs, General terms and conditions, Inspection and Documentation requirement etc.
- Annexure.5 Pre-qualification criteria, guarantee clause.
- Annexure.6 Check List to be filled with Technical Bid

Considering the nature of the job and site of execution,  
it is advised that the interested vendors may visit ANP plant,  
contact the plant engineers,  
see, discuss and understand the job at site  
before submitting their quotation.

## **UNGROUND ROCK CONVEYING SYSTEM**

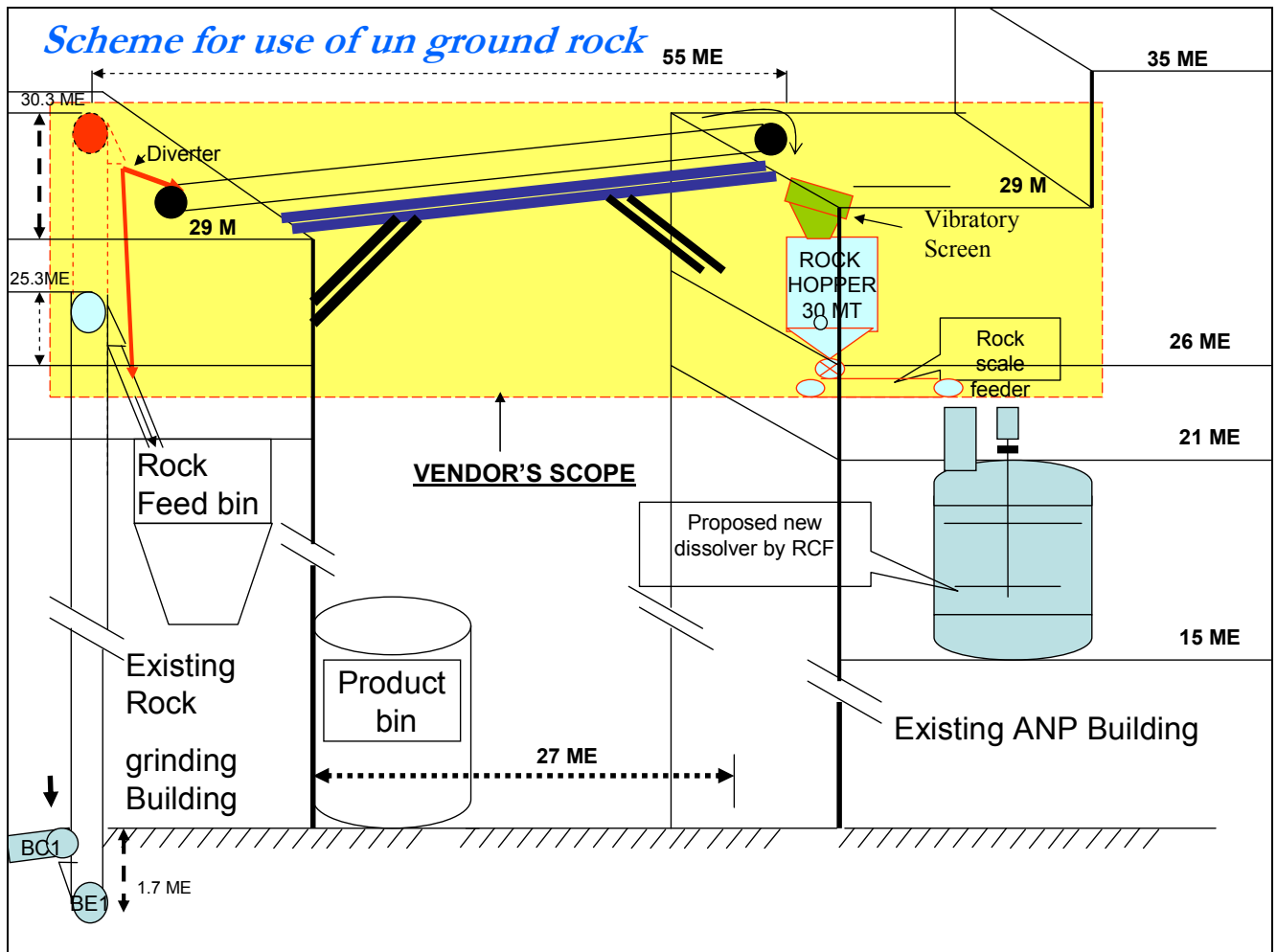
### **DESCRIPTION OF PROPOSED SCHEME**

The proposed scheme shall transport the un-ground rock @ 25 MT/ hr from the existing rock grinding building to ANP plant building at distance of around 55 meters and at the height of 29 meters bypassing the rock grinding unit (Ball Mill). (Sketch attached at the end)

### **THE SCHEME INVOLVES THE MINIMUM FOLLOWING ITEMS**

1. Extension of Present Bucket elevator by approx. 5 meters and provision of diverting ducts to facilitate the rock transfer to either ball mill or new conveyor system.
2. Provision of conveyor system including all supporting structures, gantries, walkways, non-metallic top covering over the complete length of conveyor (covering not required for the walkways on both sides of the conveyor) etc from the roof of rock grinding building up to ANP plant building. The distance between the two buildings is approximately 27 meters where the conveyor shall be supported by a single girder, taking support from both the existing building beams.
3. Provision of single vibrating screen having mesh size of 25 mm sq. at the discharge of conveyor belt. The discharge shall go into a hopper.
4. Provision of a hopper of capacity 30 MT below the screen (with necessary vibrating, air blasting arrangement), to store the rock for feeding on to the weigh feeder. A flanged type sliding gate arrangement (hand wheel operated) shall be installed at the bottom of the hopper. The hopper shall be supported on load cells which shall be connected to a load cell amplifier to provide indication of level in the hopper.
5. Provision of weigh feeder at the bottom of the sliding gate (below the hopper) and suitable pre-feeder such as star rotary pre-feeder. The weigh feeder shall be of capacity 30 MT/ hr with twin load cell system of accuracy 0.5 % of reading complete with all mechanics, motors, electrics and control panel housing the microprocessor based feed rate controller.

**Detailed technical specifications are described in the Annexures 3 & 4.**



NOTE :- VENDOR'S SCOPE IS SHOWN DOTTED.

## ANNEXURE.2

### SCOPE OF SUPPLY AND JOB

The scope shall include but not limited to the following and complete in all respects for taking the equipment in line.

Design, Preparation of necessary drawings, sizing documents, manufacture, supply, erection and commissioning of the Un-ground rock conveying system including all associated electrical jobs.

Any other equipment / material / provision not mentioned herein but required for the completion of the system - shall also be in the scope of supply of the vendor.

### THE SCOPE SHALL EXCLUDE THE FOLLOWING

1. Civil jobs
  - (a) Provision of cut out in the concrete ceiling for the extension of the bucket elevator.
  - (b) Constructing shed over the top of the bucket elevator - after extension.
  - (c) Provision of cut out in the concrete ceiling for the discharge chute of the belt conveyor.
  - (d) Constructing shed over the top of the belt conveyor - at discharge end.
  - (e) Foundations required for the equipments like gearbox, motor, gantry supports, hopper, belt weigher etc.

Note :- However the vendor shall submit the necessary civil foundation drawings well in advance.

2. Interconnection cabling between the MCC and Motor, MCC and Local Control switch for Motor.
3. Interconnection cabling between the existing plant Lighting DB and New conveyor lighting system.
4. Buckets / Fasteners required for the Bucket Elevator.
5. Conveyor belts for (a) Bucket Elevator (b) new horizontal conveyor.
6. Piping jobs related to the de-dusting system from any part of this new un-ground rock conveyor system.
7. However, wherever required, the vendor shall extend all the necessary supervision and technical directions for execution of the jobs, which are in RCF scope.

### DELIVERY PERIOD

The entire system shall be supplied, installed and successfully commissioned within Six months from the date of Purchase Order.

## IMPORTANT INFORMATION ON THE SITE JOB

The extension of the existing Bucket Elevator requires the shutdown of the plant and the process. Hence, the extension job is to be carried out in 5 (five) days, by way of WORKING ON ROUND THE CLOCK BASIS COMPULSORILY.

Prefabrication jobs and other connected activities prior to extension job shall be completed in advance.

### **COMMISSIONING SPARES**

The list of commissioning spares required for the individual equipments shall be indicated separately, but alongwith the technical bid.

The price of all such commissioning spares shall be included in the main priced bid. Separate priced bid not required for the commissioning spares.

### **MODE OF QUOTATION**

The Bidder shall send the quotation in two parts :-

1. Technical plus Techno Commercial Un-priced bid.
2. Priced Bid.

The priced bid shall provide the following break-up :-

1. Design, Preparation of necessary drawings, sizing documents, manufacture, supply etc.
2. Erection and Commission charges lump sum.

Note :- Taxes and duties applicable for the items 1 & 2 above shall be indicated separately.

Note :- The bidder shall compulsorily mention the detailed Bill Of Material of the various equipments / system / provisions considered in their complete scope of supply.

**ANNEXURE.3**

**TECHNICAL SPECIFICATIONS OF EXISTING BUCKET ELEVATOR**

NO.	PARTICULARS	SPECIFICATIONS
1	Material handled	Rock Phosphate
2	Bulk Density (MT/M3)	1.1 to 1.3
3	Elevator Capacity	40 MT / HR
4	Elevator existing height	27 me. from the bottom boot, which is 1.7 meter below ground floor
5	Type of buckets	12" x 7" x 7" MS buckets
6	No. of buckets	120 nos.
7	Bucket Elevator speed	1 me. / sec
8	Bucket fixing mechanism	Buckets are mounted on 350 mm wide belt with 8 mm thk. (5/3 top/ bottom), by fasteners
10	Bucket Elevator feed	0 me. level
11	Elevator discharge	24 me. level, above the ducting
<b>BUCKET ELEVATOR GEAR BOX</b>		
1	Make	M/s Radicon
2	TYPE	U-1000, Single reduction worm reducing gear.
3	Gear Ratio	1:20
4	Coupling	Gear box output coupled with sprocket & chain arrangement
<b>BUCKET ELEVATOR MOTOR</b>		
1	Motor rating	20 HP
2	Motor RPM	1500
3	Make	Siemens

**MODIFICATIONS REQUIRED TO BE CARRIED OUT IN BUCKET ELEVATOR  
(INCLUDES BUT NOT LIMITED TO THE FOLLOWING)**

1	Elevator extension required	Approx. 5-7 me. but to suit the discharge chute
2	Motor for the modified elevator	To be supplied 1+1 spare, considering additional load
3	Gear box for the modified elevator	To be supplied 1+1 spare, considering additional load
4	Discharge chute for the modified elevator	To be supplied, considering additional height and the new diverter arrangement
5	Discharge chute to the existing bin	To be supplied, considering the new diverter arrangement for diverting the material to existing bin
6	Buckets required for the extended portion of the elevator	RCF will supply (Vendor to specify the no. of buckets required)
7	Bucket Fasteners required for the buckets	RCF will supply (Vendor to specify the no. of fasteners required)
8	Belt required for the modified elevator	RCF will supply the new belt in full length (Vendor to specify the length of belt required) Existing belt of 65 me. length is to be replaced.
9	Structural job requirement	Fabrication & erection of platform for Motor & gear box, monorail provision with trolley and chain pulley block arrangement RCF will construct the shed over the top of monorail arrangement.
10	Provision of nozzle (of size 6" NB) for connecting to the existing de-dusting system	To be provided in the following points :- (1) New casing to be supplied by the vendor. (2) Discharge hood of the new conveyor belt (3) At the roof top of the new hopper (4) Feeding point of the Belt weigher

Note :- Transportation between RCF stores to job site and installation of all the materials supplied by RCF, is also in the scope of the vendor.

## ANNEXURE.4

### TECHNICAL SPECIFICATIONS OF THE PROPOSED NEW CONVEYOR (TO BE SUPPLIED BY THE VENDOR)

#### (1) HORIZONTAL BELT CONVEYOR

Material Conveyed	:	Rock Phosphate Mineral in powder form (mostly varies between 20 to 200 mesh and contains moisture approx. 5-7 % w/w)
Lump Size	:	Max 50 mm
Angle Of repose	:	37 Degree approx.
Bulk Density	:	1100 -1300 Kg / m <sup>3</sup>
Operating Temperature	:	Ambient
Material Characteristics	:	Free to sluggish flow, Mildly Abrasive
Desired transportation capacity TPH	:	25 TPH
Distance C/C me.	:	55 me. Centre to Centre pulley, approx.
Speed M/Sec.	:	1 to 0.5 me./sec.
Conveyor Belt details :		
Make	:	Nirlon / Forech / Hilton (Equivalent makes to be approved by RCF)
Type	:	Nylon / Nylon
Width mm	:	600 mm.
Carcass	:	400/3 M-24. Grade
No. of Plies	:	3
Rubber Cover Thickness	:	5 mm top/3 mm bottom

#### Idlers

##### A. Carrying Idlers

Type	:	Three Equal Rollers
Troughing Angle / Roller Dia Thk and Spacing	:	Vendor to specify

##### B. Return Idlers

Type	:	Single Rollers
Troughing Angle / Roller Dia Thk and Spacing	:	Vendor to specify

##### C. Impact Idlers

Type	:	Three Equal Rollers
Troughing Angle / Roller Dia Thk and Spacing	:	Vendor to specify
No. of Feed Point	:	One
No of Idlers	:	Three

Note :- MOC of the Idlers shall be of Polymers only.

<b>Pulley</b>
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**A. Head Pulley**

Dia / Face Width mm : Vendor to specify  
 Lagging : 10 mm Thk Diamond Grooved Rubber  
 Shaft Dia/ Moc : Vendor to specify / EN - 8

**B. Tail Pulley**

Dia/Face Width : Vender to specify  
 Lagging : 10 mm Diamond Groove Rubber Lagging  
 Shaft Dia/ Moc : Vendor to specify /EN - 8

**C. Snub Pulley**

Dia/Face Width : Vendor to specify  
 Lagging : 10 mm Diamond Groove Rubber Lagging  
 Shaft Dia/ Moc : Vendor to specify /EN - 8

<b>Drive</b>
--------------

**A. Motor**

Motor Type : TEFC Sq. Cage, IP 55, Eff.2, 'B' class insulation, 3 phase, 415.V, DOL starting  
 Make : Jyoti / Siemens / Crompton / Bharat Bijlee / Kirloskar  
 Rating KW/HP : Vendor to specify  
 RPM (Syn) : 1500  
 Spare required : One spare Motor to be provided.

**B. Gear Box**

Ratio : Vendor to specify  
 Worm & worm Wheel : Vender to specify / SNU 9  
 Make : Elecon / Radicon  
 (Equivalent makes to be approved by RCF)  
 Spare Required : One spare Gear Box to be provided.

**C. Output & Input Coupling**

Type : Bibby Coupling Type  
 Stringer : ISMC 150  
 Short Support : ISMC 100  
 Deck Plate : M.S. Plate - Thickness - vendor to specify  
 Take-Up : Gravity Take up type

<b>OTHER ITEMS</b>
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Skirt Board	:	6 mm thk, MS Fabricated with 2 mm thk.
Cover & 10 thk Rubber Strips	:	3 me. long
Discharge Chute	:	8 mm thk MS with 10 mm UHMWP.
Head Pulley Guard	:	3 mm thk MS.
Tail Pulley Guard	:	3 mm thk MS.
Belt Hood	:	3 mm thk FRP Type on open area.
Belt Sway Switch	:	Vendor to specify and provide
Zero Speed Switch	:	Vendor to specify and provide
Pull cord Switch	:	Vendor to specify and provide
Self aligning Rollers (on carrying & return side)	:	Vendor to specify and provide at feed and discharge side
Self aligning Frames (on carrying & return side)	:	Vendor to specify and provide at feed and discharge side
Belt Scrappers	:	Vendor to specify and provide

**(2) MOTORISED TYPE TWO WAY DIVERTER (Y DIVERTER)**

Quantity	:	1 Nos.
Overall size	:	Vendor to specify
Material Of construction		
Main Tray	:	6 mm thk MS
Flap Gate	:	Vendor to specify - Motorised
Spare required	:	One spare Motor to be provided.

**(3) VIBRATORY SCREEN (SINGLE DECK)**

Type	:	Twin, unbalanced, motorised vibratory screen
Mounting	:	Floor mounting
No.of decks	:	1 Nos.
Mesh size required	:	25 mm sq. of 4 mm dia. SS wire
Size of Trough	:	Vendor to specify
Overall Size	:	Vendor to specify
Material of construction	:	MS. for Frame
Motor HP & RPM	:	Vendor to specify
Motor details	:	TEFC Sq. Cage, IP 55, Eff.2, 'B' class insulation, 3 phase, 415.V, DOL starting, suitable for VFD operation
Two Stage Screening	:	
1st Stage Screening	:	Above 25 mm size
2nd Stage Screening	:	Below 25 mm size in series with 1 <sup>st</sup> stage

#### (4) MAIN HOPPER

Quantity	:	1 No.
Size	:	Approx Volume 40 m <sup>3</sup> (1.1 Bulk density)
Capacity	:	30 Ton.
Main plate	:	6mm thick carbon steel (MS).
Inclination	:	65 - 70 degree
Vertical support	:	Considered
Load Cell	:	4 Nos SS 316 with IP68 hermitically sealed to be supplied for level indication
Load Cell Transmitter	:	Microprocessor based with 24V/110V AC Supply & local indication and 4-20mA DC current transmission and taring facility
Spares Required	:	Spare Load cell and Transmitter to be Provided

#### (5) VIBRATORY FEEDER

Quantity	:	1 Nos.
Overall size	:	Vendor to specify
Material Of construction	:	
Main Tray	:	6 mm thk MS.
Structure	:	ISMC 150

#### (6) WEIGH FEEDER

Material Conveyed	:	Rock Phosphate
Lump Size	:	Granules up to 25mm & max 50 mm
Angle Of repose	:	37 Degree approx.
Operating Temperature	:	Ambient
Material Characteristics	:	Free to sluggish flow, Mildly Abrasive
Design Capacity TPH	:	30 TPH with 10: 1 operating range
Pre-feeder Type	:	Preferably Rotary Star type motor driven
Distance C/C M	:	3000 mm Centre to Centre pulley approx
Type & Size	:	Flat conveyor 1000 mm belt width
Belt	:	6.4 meter hot vulcanized endless belt
Pulleys and idlers	:	All rubber coated
Self aligning rollers	:	To be included and specified
Scrappers	:	To be provided and specified
Protective Hood	:	Required over the belt to prevent dusting
Speed M/Sec.	:	0.61 M/Sec. (with VFD) Typically
Accuracy	:	+/- 0.5 % on over all Feed
Motor and tacho	:	IP 55 rated, completely tropicalized

Gear Box Type / ratio	:	Vendor to specify
Motor RPM /Power	:	Vendor to specify
Load cell	:	Complete SS encapsulated IP 68
Local Junction Boxes	:	All IP 65 with SS cable glands
Control Panel	:	Complete IP 40 control panel with microprocessor based controller, VFD drive and system interlocks shall be supplied as a complete standalone system. Provision of digital communication of controller with DCS on MODBUS RTU protocol on RS 485 to be provided.
Location of Control Panel	:	Shall be located at a distance of 60-70 meters away in Control room considering dusty and corrosive environment. All interconnecting cables between mechanics and control panel shall be in the vendor's scope.
Power Supply	:	415 V +/- 10%, 50 Hz +/- 3 %
Approved Makes	:	M/s SCHENCK Process, M/s TransWeigh, M/s Power Build with an assured support of spares/ service for a period of 10 years
Spares Required	:	Rotary Prefeeder, Rubber strips of prefeeder, Gear Box, Main and Prefeeder Motor, Load cell, Tacho, Controller, VFD, Controller power supply, interlock relays.

## **REQUIREMENT OF THE STRUCTURAL JOBS**

Supply and erection of complete gantry, structural support for the gantry, bucket elevator, conveyor, screen, hopper, weigh feeder etc. includes the following jobs :-

1. Both side Walk way with 3" x 2" Gratings of 5 mm thick Patti of std size and Hand railing of 1 me. height. Toe plates (100 mm x 5 thk. MS) on both ends of both sides of walkways.
2. Gantry of approximate 20 me. span having approx. 30 MT weight without support from the ground, taking support from the structural member of the existing building.
3. Stair case to reach the gantry, on both ends on both sides of the gantry.
4. Supporting structure for vibratory screen and Hoppers.
5. Supporting structure and maintenance platform for Vibratory screen from the nearest floor.
6. Supporting structure for 30 MT capacity Hopper & provision for load cell.
7. Operating / maintenance platform for Y type diverter.
8. Staircase provided with hand railing on both sides to be installed for access to the platforms.

Total estimated quantity of Structure in MT, for all the above jobs is to be clearly specified by the Bidder.

All the structural items shall be shot blasted, followed with one coat of High Build epoxy primer and subsequent 2 coats of High Build finish paints. DFT shall be not less than 130 microns.

## **GENERAL TERMS AND CONDITIONS**

1. Vendor to make their own arrangement like chain pulley blocks, sling wires etc. for un-loading of their material and safe storage of them at RCF site.
2. Lifting and shifting of all the equipments to their location, shall be done by the vendor with their own arrangement.
3. Vendor to make their own arrangement for the crane required for lifting the equipments / gantry etc. If requested and available, the crane can be provided to the vendor for period of maximum 3 working days (between 8AM to 5 PM only) as and when required on free of cost basis. Also a 5 Ton EOT crane is available in the ANP plant building.
4. Wherever required, the vendor shall erect tubular scaffolding with their own material.
5. All the tools, tackles required for the installation jobs, shall be arranged by the vendor.
6. Vendor shall arrange all the welding machine, welding consumables, grinding machine, gas cutting set etc.
7. Electricity, air and water shall be provided by RCF free of cost.
8. Vendor's competent supervisor must be available during job execution.

## **HEALTH, SAFETY & ENVIRONMENT REQUIREMENTS**

1. The job shall be carried out taking all safety precaution. Vendor has to provide the following personal protection equipments [PPEs] for his employees -
  - Safety helmets, hand gloves and shoes - Mandatory at all times.
  - Safety belt [with ISI mark] - Mandatory while working at heights.
  - Safety goggles - While carrying out grinding /welding jobs.
2. All the lifting tools like chain pulley blocks, slings and D shackles shall have valid test certificates. Vendor shall produce the same, if asked.
3. Only tubular scaffolding is permitted. The pipes and clamps shall be of good quality and in proper condition.
4. All electrical appliances shall have three pin end connections.
5. Ensure receipt of proper Class I / Class II / Entry permit as applicable for the job. Vendor shall also ensure renewal of the same in each shift and handing over the permits to RCF supervisor after completion of the job.
6. RCF is a ISO.14001 / OHSAS.18001 certified company. Vendor has to follow all the norms & std. as per this.
  - Work area to be kept clean during and after the job
  - All scrap to be sent to scrap yard after proper segregation.
  - Insulation waste, if involved, to be packed in proper polythene bags and send to garbage yard.

Note: - Any time taken by an additional agency engaged by RCF other than the vendor awarded / executing the given job, then, time taken by this additional agency shall be to RCF account

## **INSPECTION REQUIREMENTS**

1. RCF reserves the right for stage wise inspection at the vendor's works.

## **DOCUMENTATION REQUIREMENTS**

1. Supplier shall submit 4 sets of all final As built drawings in hard copy and one set of soft copy in CD.
2. Load calculation sheets for Bucket Elevator, Conveyor, Gear box, Motor, Gantry and weigh feeder.
3. Maintenance manuals of all individual equipments.
4. Drawings of all the individual equipments.
5. Operation manuals of the complete system.

## ANNEXURE.5

### PREQUALIFICATION CRITERIA FOR BIDDER

Vendor may be selected based on the following pre qualification criteria :

1. Bidder should have experience in design, supply, erection and commissioning of integrated Material Handling systems consisting of belt Conveyors and Hoppers etc. The bidder shall have essentially fabrication / manufacturing expertise in belt conveyor systems.
2. Bidder must have designed, manufactured and supplied at least one complete solid handling system of capacity not less than 25 MT / hr for similar duty during last 3 years and the same must be operating satisfactorily for at least one year.
3. As a documentary proof :  
The bidder shall submit self attested photo copies of following documents :
  - a) Copy of Purchase Orders with full technical details of the integrated system having value not less than Rs. 1 crore.
  - b) Certificate from user regarding satisfactory performance

### GUARANTEE CLAUSE

Guarantee against faulty design, material, workmanship and for satisfactory performance of the entire system for a period of 12 months from the date of installation or 18 months from the date of delivery whichever is earlier.

**ANNEXURE.6**

**CHECK LIST TO BE FILLED BY BIDDERS ALONG WITH TECHNICAL BID**

No	PARTICULARS	Vendor to confirm	
		Quoted	Not Quoted
<b>1</b>	<b>Design, Manufacture &amp; supply of following items</b>		
1.1	Modification of Existing Bucket Elevator		
1.2	Y Shaped Diverter		
1.3	Rock Conveyor system along with Girder support		
1.4	Vibrating Screen		
1.5	Hopper system with Load cells, Vibrator and Gate		
1.6	Weigh feeder system with Rotary Pre-feeder, Motors, Electrics and control Panel		
1.7	Spare Gear Box, Motors and instrument items		
1.8	Total Weight of Structure for the entire system	_____ MT	
<b>2</b>	<b>Erection and commissioning of Entire system</b>	<b>Quoted</b>	<b>Not Quoted</b>
<b>3</b>	<b>Prequalification Criteria</b>	<b>Yes</b>	<b>No</b>
3.1	Whether the Vendor has previous experience of design, manufacture, erection and commissioning of Conveyor and hopper system.		
3.2	Whether the vendor has supplied any such integrated Material handling system of capacity 25 TPH and working satisfactorily for last 3 year.		
3.3	Whether a copy of PO of such system supplied by Vendor is enclosed with the offer.		
3.4	Whether an end user certificate certifying satisfactory working of such system is enclosed with the offer		
<b>4</b>	<b>Guarantee Clause</b>	<b>Yes</b>	<b>No</b>
4.1	Whether guarantee against faulty design, material, workmanship and non performance of entire system for a period of 18 months from the date of supply or 12 months from the date of commissioning which ever is earlier is acceptable		
<b>5</b>	<b>Penalty Clause</b>	<b>Yes</b>	<b>No</b>
	Whether RCF standard penalty / PBG clause is acceptable in case of failure to meet the above guarantee clause.		