

6. RCF shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.
7. RCF'S SERVICE PROVIDER shall arrange to train and / or provide clarifications to the nominated person(s) of the tenderer, if required and if requested for, by the tenderer, without any cost, specifically for the tenderers who will participate 1st time in eRA. The training / clarifications can be obtained by the tenderers on followings:

- (i) Methods to enter in the system of RCF's eRA through Internet by using Login Id, Password and Alias Name.
- (ii) The significance of various text boxes displayed on the screen for bidding during eRA.
- (iii) The methods and sequences of filling of Text boxes in the website and submitting the same.
- (iv) The methods of entering the decreasing price bids.

Service provider shall explain all the Rules related to the Reverse Auction mentioned in the Business Rules Document to be adopted, as per NIT. The tenderer has to approach for such training and for such clarifications, if any to service provider well in advance. The declared events will not be postponed for this.

8. The tenderer will be able to view the following on the Auction site screen along with the necessary fields in the Reverse Auction:
- a. Auction date
 - b. Start time
 - c. Duration of the Event
 - d. Auto Auction Extension clause / rule
 - e. Balance Time Available in minutes
 - f. Opening Bid Price
 - g. Decrement Value.
 - h. Leading Bid in the Auction (Current Lowest Bid Price)
 - i. Bids placed during the event
9. **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 eRA event in the form of Evaluation sheet. The detailed evaluation procedure of bids is mentioned in the NIT.
10. **e-Reverse Auction:** RCF will declare its **Opening Bid Price (OBP)**, 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. OBP displayed on screen is the Evaluated Cost to RCF. The offered bid price shall be a price lower than start bid price or the leading bid price (current lowest price when auction is on) by one decrement value or multiples of the decrement value. The process shall be repeated till the end of the auction. Any bid offer is made with reduction other than in one decrement value or multiples of the decrement value, will be treated as invalid bid and will be rejected in the eRA. (For example: Say OBP is Rs 100000, decrement value is Rs 100 or multiple of Rs 100, then 99900, 99200, 89000, 88900 etc are examples of valid bid, whereas 99850, 99225, 89123 etc are examples of invalid bids).
11. 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 duration of the auction shall get extended automatically for another **5 minutes**, from the time that bid comes in and such auto-extension will be continued till the bid is received & accepted in such extended **5 minutes**. If the bid does not get accepted in last 5 minutes, 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 last five minutes/auto extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. which ultimately leads to non-acceptance of such offer.**

12. **The bidding of the prices on-line in eRA shall be carried out with utmost care by the tenderers.**

13. Bids once made by tenderer, cannot be cancelled or withdrawn or modified.

14. After the completion of eRA, the **Closing / Final Bid Price (CBP)** shall be available on auction screen.
15. At the end of the Reverse Auction, L1 tenderer (i.e. tenderer who has quoted lowest final closing bid price in the eRA event) has to provide price confirmation giving a detailed break up through email or fax on tenderer's letterhead (physical/scanned) immediately as per attached prescribed **FORMAT B – Price Confirmation Form (Annexure -B)**. In case the tender involved bidding for total evaluated cost for more than one item, the percentage reduction received in eRA Final Bid Price shall be applied equally to all the items included in the total evaluated cost.
16. 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 Price Bid received and opened in Stage-II, after negotiation or without negotiation, with L1 bidder at the Stage II or re-float the tender.
17. Placement of order on the conclusion of Reverse Auction shall be at the discretion of RCF. The bidders are to note that lowest Bid Price obtained on the conclusion of the eRA may not be the only criteria for awarding a contract.
18. RCF may, at its sole discretion, cancel the eRA event or the tender itself, before, during or after the eRA event.
19. RCF reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at RCF's sole discretion.
20. A repeat eRA will not be conducted, unless the tender is refloated except as indicated in para 16 above.
21. 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/contractor. Such Bidders shall be offered to confirm their acceptance to match L1 FINAL / Closing Price in Reverse Auction in sequence of their ranking as L2, L3, L4,... based on the last bid made by each of the tenderer in eRA event, if required. In case of such splitting of contract, the such matching of rates by L2, L3, L4,... shall be with rates ('single item' /all the items in case of more than one item'/ 'schedule of rates' type of contracts) finalized with L1 Bidder.
22. RCF's decision for award of Contract shall be final and binding on all the tenderers.
23. **Any other form of submission of revision in price, on his own by the tenderer before, during or after eRA shall be invalid.**

(D) Other terms & conditions of eRA :

1. 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.
2. The tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other Bidder.
3. 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.
4. RCF and/or RCF'S SERVICE PROVIDER is/are not responsible for any damages, including damages that result from, but are not limited to negligence.
5. 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.

6. If any bidder whose bid is the lowest before e-Ra, does not participate in the e-Ra and further no other bidder bids lower in the e-Ra, that lowest bidder may be considered for placement of order after negotiations if necessary.
7. E-reverse Auction shall be conducted for finalization of contract & order shall be placed on lowest bidder. Only, techno-commercial qualified bidders shall be allowed to participate in the e-RA. Training for e-RA will be made available to the bidders for participation in the e-RA. However, it may be noted that a maximum period of 7 days will be allowed for taking training. Thereafter e-RA shall be carried out as per the procedure indicated in the tender. Negotiations, if required, after the e-RA shall be carried out with the lowest bidder in e-RA. In case, of splitting of contracts, methodology of splitting as given in the tender with the ranking of bidders after e-RA will be adopted. In case, any of the bidder / s does / do not participate in the e-RA process, then his original / quoted rate will be considered for further evaluation & the outcome of the evaluation shall be acceptable and binding on the bidder.

FORMAT – B

Final Price Confirmation Form

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

To
M/s. RCF Ltd.
Thal Unit

Kind Attention:

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

Ref: RCF NIT No:

Reverse Auction date:

Dear Sir,

We confirm that we have quoted the (FBP) Final Bid Price to RCF of (in figures)

..... (in words)

(Price quoted on the basis of Evaluated cost to RCF) as our final lump sum price(s) during the eReverse-Auction conducted with reference to above NIT and date of eRA.

The Price Breakup attached as per RCF evaluation sheet (excel) format.

Thanking you,

Yours Faithfully,

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 - 02141 – 238081)

CONTACT INFORMATION

M/s ABC Procure (for conducting e-Reverse Auction)	Rashtriya Chemicals & Fertilizers Ltd.
<p>e Auction Website for RCF - https://rcf.abcprocure.com</p> <p>Pradip Parmar Email ID - Pradip@eptl.in Ph no. +91-79-40016 878 Mobile no. +91-93286 57215</p> <p>Satya Narayan Behera Mobile no : 90040 14223 Email ID : satyanarayan@eptl.in</p> <p>Pankesh Kumar Email ID - pankesh@eptl.in 079-4001 6879 / 6814 Cell: +91 93745 19729</p> <p>Paresh Sevak Email ID - paresh@eptl.in Ph no. 079-4001 6823</p> <p>Apurva Dadhich Email ID - support@eptl.in Ph no. - 079-4001 6816 / 6865</p>	<p>Gaurang Shaha Dy. Manager (P) PH-02141 238081 gshaha@rcfltd.com</p> <p>S K Thamke Chief MANAGER (P) PH-02141 238081 skthamke@rcfltd.com</p>

(FORMAT FOR SOLVENCY CERTIFICATE)

(on Bank's Letter Head)

REF NO:

DATE:

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s _____
(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing
orders to the extent of Rs _____ (Rupees _____). M/s _____ have
been our customer since _____ to date and has been granted the following limits, at present, against various
facilities granted by the Bank:

.....

.....

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)