



**Ramagundam Fertilizers and Chemicals Limited**  
**Corporat Office: 4<sup>th</sup> Floor, Mohta Building, Bhikaji Cama Place, New Delhi – 110 066**  
**Phone No: 011 26701400; Fax No: 011 26180729**

**Tender No: RFCL / C&P / Methanol/ Feb 2019**

**Date: 12.02.2019**

**Due Date / Tender Closing Date & Time: 15.03.2019 at 14:30 hrs**

**EMD = Rs 25000.00**  
(to be submitted in separate envelope)

**SUB: Request for Quotation**

Dear Sir

Ramagundam Fertilizers And Chemicals Limited (RFCL) was incorporated on 17th Feb, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam in Peddapalli district of the Indian state of Telangana with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant. RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL). RFCL intends to enter into contract for **Supply of Methanol** at its Plant located at Ramagundam (Telangana). You are invited to submit a Techno-commercial proposal and Price proposal in TWO PART BID latest by the DUE DATE mentioned above for the said items as detailed here under in this document.

1. The Quotation should be sent in SEALED ENVELOPE in **TWO PART BID** superscribed with our Enquiry No: RFCL / C&P / Methanol / Feb 2019, Dated: 12.02.2019, so as to reach before 14.30 Hours (Local time) on **15.03.2019**.
2. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of 120 **days** from the date of opening of the tender and should be on **FOR RFCL Ramagundam (Telangana), including transit insurance**. Transit Insurance shall be covered by supplier. The rates should be quoted both in figures and words.
3. Your GST Registration No. and Permanent Account No., allotted by the concerned Department should be mentioned in the quotation positively.
4. **The tender should reach RFCL, New Delhi office on or before 2.30 PM on the due date mentioned above.** The tenders will be opened at 2.31 p.m. on the same date in the presence of such of those tenderers who may like to be present. Quotations will be considered subject to the terms and conditions given on reverse.
5. The tenderer shall submit prescribed Earnest Money Deposit Amount (as the case may be) by demand draft payable to Ramagundam Fertilizers and Chemicals Limited, New Delhi or Bank Guarantee from a Scheduled Bank operating in India except Rural and Cooperative Banks, towards Earnest Money which shall be refunded as expeditiously as possible after finalization of tender. No interest is payable on such deposit.
6. Whenever the bidder is silent about the acceptance of NIT conditions such as SD bank guarantee, warranty period, PRS / liquidated damages, Jurisdiction etc, it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
7. In case a tenderer is not interested to quote, a regret letter giving reasons for the same must be sent to us. In case any tenderer regularly abstains from submitting quotation, we may be constrained to delist the tenderer from our vendor list.

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

Gaurav Goel  
Deputy Manager (C&P)

## ANNEXURES

Tender No: RFCL / C&amp;P / Methanol / Feb 2019

Date: 12.02.2019

Sr. No.	Annexures	Particulars
1	Annexure- I	List of Items and Terms & Conditions
2	Annexure- II	Eligibility & Pre-qualification Criteria
3	Annexure- III	Item Specification
4	Annexure- IV	Price Bid Format
5	Annexure- V	Benefits to Micro and Small Enterprises (MSEs)
6	Annexure- VI	Loading Criteria
7	Annexure- VII	General Terms & Conditions of Notice Inviting Tender
8	Annexure- VIII	BG Format for EMD
9	Annexure- IX	BG Format for SD

Tender No: RFCL / C&amp;P / Methanol / Feb 2019

Date: 12.02.2019

## LIST OF ITEMS

S.No	Item Description	UoM	Quantity
1	<b>Methanol, Grade AA as per IMPCA specs. (Detailed specifications as per Annexure- III )</b>	MT	60

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

Sr. No	Terms and Conditions	Bidder's confirmation
1.	<b>ELIGIBILITY CRITERIA:-</b> Bidders shall agree to the eligibility criteria for the tender ( <b>Attached as Annexure- II</b> ) and shall submit necessary documents (duly indexed and numbered) mentioned in it. Any offer not meeting the eligibility criteria shall be rejected.	Bidder's confirmation -----
2.	<b>SCOPE OF WORK:</b> Supply of Methanol, Grade AA as per IMPCA specs. The material to be supplied in road tanker. (Total Quantity 60 MT)	Bidder's confirmation -----
3.	Please confirm submission of Material test certificate confirming specifications as per NIT, alongwith supply.	Bidder's confirmation -----
4.	Quantity of 60 MT is our estimated requirement for one years and shall be taken in staggered manner as per our requirement from time to time against issuance of delivery orders. However, RFCL does not guarantee to take any minimum quantity.	Bidder's confirmation -----
5.	<b>Delivery period:</b> Supplier has to supply material as per requirement of RFCL against issue of delivery order by RFCL. Bidder to indicate shortest possible delivery period in their offer.	Bidder's confirmation -----
6.	<b>Quantity:</b> The estimated quantity to be supplied is 60 MT.The actual quantity may increase by 20% at the sole option of RFCL. RFCL at its sole discretion may vary quantities, if so required at the time of PO placement. Please confirm your acceptance to order placement for part quantities also.	Bidder's confirmation -----
7.	<b>Contract Validity:</b> The contract shall be valid for the period of <b><u>ONE year</u></b> form the date of contract. RFCL at its sole option can extend the period of contract by three months.	Bidder's confirmation -----
8.	Rates must be quoted in the 'unit of measurement' as per our NIT, i.e. MT.	Bidder's confirmation -----
9.	Tankers must have proper unloading facilities.	Bidder's confirmation -----
10.	Rates should be quoted in words and figures valid for the period of 120 days from due date. Price bid format as per Annexure- IV enclosed.	Bidder's confirmation -----
11.	Prices should be quoted on <b>FOR, RFCL</b> Ramagundam basis including loading & unloading charges & Transit Insurance but excluding GST.	Bidder's confirmation -----

12.	<p><b>Price Reduction Schedule (PRS):</b> It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) Price shall be reduced @ 0.5% per week or part thereof subject to maximum of 5% of net contract price in case of delay in supplies. Supplier shall raise the invoice with reduced price in case of delay in supplies, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or(iii)cancel the contract without prejudice to our rights under (i) &amp; (ii) above.</p>	Bidder's confirmation -----
13.	<p><b>Payment terms:</b> Please confirm your acceptance to our standard payment terms of 100 percent payment within 30 days of receipt and acceptance of material at RFCL Site by way of ECS/ EFT from our bank. In this connection, please furnish following details: (i)Your Account Number in any Bank (ii)Name of Bank, Branch Name, Address and Branch Code, IFSC/NEFT/RTGS Code and MICR Number, (iii)Your Income Tax PAN.</p>	Bidder's confirmation -----
14.	No advance payment under any circumstances shall be given to supplier and bids with the condition of advance payment terms are liable to be rejected.	Bidder's confirmation -----
15.	The tenderer shall quote the price strictly in accordance with the terms and conditions of tender document. Tenders with quotation of different rate for different quantities shall be liable to be rejected.	Bidder's confirmation -----
16.	<b>Evaluation Criteria:</b> Evaluation of bids shall be done on landed value at RFCL site, Ramagundam basis including all taxes, Duties, insurance and all charges/ expenses leviable to RFCL upto RFCL site.	Bidder's confirmation -----
17.	In case of Order, you will have to furnish following dispatch documents: <ul style="list-style-type: none"> <li>i. Signed Invoice in original</li> <li>ii. GR / LR in original</li> <li>iii. Material Test Certificate, if any, as per PO terms.</li> </ul>	Bidder's confirmation -----
18.	M/s RFCL does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject all or part of an offer at its discretion without assigning any reasons thereof.	Bidder's confirmation -----
19.	The Quotation should be sent in SEALED ENVELOPE in <b>TWO PART BID</b> superscribed with our Enquiry No: <b>RFCL / C&amp;P / Methanol / Feb 2019, Dated: 12.02.2019, Due on: 15.03.2019</b> so as to reach before 14.30 Hours (Local time) of due date. Further tenders shall be opened on 15.02.2019 <b>at 15.00 PM</b> at RFCL New Delhi office. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.	Bidder's confirmation -----
20.	RFCL will have the right to issue addendum / corrigendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender. Any Corrigendum / Addendum (s) to this Notice shall be published on RFCL's website only.	Bidder's confirmation -----
21.	<p><b>TENDER FEE &amp; EARNEST MONEY DEPOSIT (EMD) –</b></p> <p>Tender fees shall be NIL for the tender document downloaded online or sought through e mail. For hard copy, tender fees of Rs. 1180.00 (including GST) shall be submitted in advance only through DD in favour of Ramagundam Fertilizers and Chemicals Limited payable at Bank: State Bank of India, Commercial branch, 70, The Great Eastern center, Nehru Place, New Delhi – 110019.</p>	Bidder's confirmation -----

	<p>Tenders must be accompanied by <b>Earnest Money Deposit of Rs. 25000/-</b> (Rupees Twenty Five thousand Only). EMD can be submitted in the form of:</p> <ol style="list-style-type: none"> <li>a. By crossed Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Bank: State Bank of India, Commercial branch, 70, The Great Eastern center, Nehru Place, New Delhi – 110019.</li> </ol> <p style="text-align: center;"><b>Or</b></p> <ol style="list-style-type: none"> <li>b. By way of Bank Guarantee from a Scheduled Indian Bank (except Gramin/ Cooperative Banks) as per our prescribed format enclosed [Annexure – VIII]. The Bank Guarantee should be valid for a period of minimum 120 days plus three months’ additional claim period, from bid opening date and bidder will give an undertaking for extension of the Bank Guarantee in case the same is desired by RFCL.</li> </ol> <p>Cheques will not be accepted in any case.</p> <p>Earnest money will be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.</p> <p>Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender. Earnest Money Deposit will not bear any interest.</p>	
22.	<p><b>SECURITY DEPOSIT (SD):</b></p> <p>The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit within 20 days of issue of Purchase Order. The SD will be @ 10% of the value of the PO. The same shall be valid till the expiry of the Purchase Order together with additional claim period of three months.</p> <p>SD can be submitted in the form of crossed Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Bank: State Bank of India, Commercial branch, 70, The Great Eastern center, Nehru Place, New Delhi – 110019.</p> <p>The tenderer will also have the option to furnish SD by way of Bank Guarantee from any of the Scheduled Banks excluding Rural and Co-operative Banks, in the enclosed Performa specified by RFCL [Annexure IX].</p> <p>Cheques will not be accepted in any case.</p> <p>The SD will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.</p> <p>The above SD-cum-PG will be deemed to be security for the faithful execution of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.</p>	<p style="text-align: right; font-size: small;">Bidder's confirmation</p> <p style="text-align: center;">-----</p>

	<p>The amount so drawn will not in any way effect any remedy, to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.</p> <p>In the event of the forfeiture of whole or part of the SD, the tenderer will deposit further sum /sums, so as to maintain the full SD amount as mentioned above.</p> <p>The SD will be refunded after complete execution of contract. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.</p> <p>The SD amount will not bear any interest.</p>	
23.	<p>In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro and Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro and Small Enterprises subject to the terms and conditions indicated in enclosed Attachment- V.</p>	<p>Bidder's confirmation</p> <p>-----</p>
24.	<p><b>FOR Price –</b> Price must be on <b>F.O.R. RFCL site, Ramagundam Basis</b>, failing which, the offer shall be rejected at the sole discretion of RFCL. In case Freight charges extra, please mention freight charges (inclusive GST) from dispatching station to RFCL, Ramagundam, Telengana to evaluate your offer on landed cost basis. Please do not use the word (extra as applicable) towards freight, GST etc. Please mention specific rate / charges for above. TDS shall be deducted as per rule. All the columns of Price Bid must be filled in properly.</p>	<p>Bidder's confirmation</p> <p>-----</p>
25.	<p><b>VARIATION IN WEIGHMENT:</b></p> <p>Weighment at weigh-bridge of RFCL will be final and binding on the supplier. Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.</p> <p>No Detention charges for the detention of Tanker will be paid.</p>	<p>Bidder's confirmation</p> <p>-----</p>
26.	<p><b>MODE OF DESPATCH: BY TANKER</b></p> <p>Please ensure the following while dispatching the material as these are the statutory requirements.</p> <ol style="list-style-type: none"> <li>As requested under Rule 134 of OMV RULES 1989, emergency information panel (EIP) in prescribed format should be available at 3 locations i.e. on both sides plus rear side of the tankers.</li> <li>Transport emergency cards (Term Cards) should be available with the Drivers of the Tankers as required under the Law.</li> <li>As per Rule 9 of OVM, Drivers of the Tankers carrying Hazardous materials should get their licenses endorsed from Licensing Authority after successful completion of training for 3 days. Such endorsements are not available on the licenses of Number of Drivers coming with Tankers, which must be avoided.</li> <li>Mufflers/flame arrestor must be provided on the Exhausts of Tankers entering</li> </ol>	<p>Bidder's confirmation</p> <p>-----</p>

	inside the Hazardous areas like our factory.	
27.	The supplier shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	Bidder's confirmation -----
28.	Road tankers to be used for transportation of Methanol, should have <b>valid license from PESO (Petroleum and Explosives Safety Organization)</b> .	Bidder's confirmation -----
29.	The supplier shall indemnify and legally protect RFCL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract. If the RFCL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, RFCL shall be entitled to recover the said amount from any due payment / security or other guarantee available with the RFCL under the contract.	Bidder's confirmation -----
30.	The supplier shall ensure that the tankers used for transportation of Methanol are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Deptt. And comply all statutory requirement prescribed under Safety Act and/or any other law/regulations, whatever be applicable, for the time being in force for safe transportation of Methanol.	Bidder's confirmation -----
31.	It is the sole responsibility of seller to ensure safe movement of product and delivery of the same in sound condition to RFCL, Ramagundam Site. The liability of the seller, driver and transporter(s) of tanker is not absolved till the tanker is unloaded safely at the consignee's premises.	Bidder's confirmation -----
32.	The supplier is liable to take all precautions in respect of his tankers, men and materials as per safety code. In case of any injury or casualty of driver, cleaner/employees during working hours or outside, the seller shall be solely responsible and to pay all the compensation/ex-gratia/aid from his pocket. RFCL will not be responsible for such compensations at all, nor shall pay/reimburse any cost to seller or his driver/cleaner/ employees. The seller shall be liable to RFCL for any act of commission or omission on his part or on the part of his driver/cleaner/ employees thereby causing any loss, damage or inconvenience to RFCL.	Bidder's confirmation -----
33.	In case successful bidder happens to be a dealer, they must ensure submission of all necessary certificates of the original manufacturer, including Authorisation certificate and Material test certificate mentioned at technical terms and conditions.	Bidder's confirmation -----
34.	The total landed rate(s) including Transportation Charges will remain firm till the complete execution of the order. No revision in rate(s) will be allowed. However, any increase/decrease in rates of statutory levies and duties shall be allowed as per prevailing rules and notifications of Government, against documentary evidence.	Bidder's confirmation -----
35.	GSTIN CODE- Please submit GSTIN Code of your factory/works/office from where material shall be supplied/dispatched in event of placement of order.	Bidder's confirmation -----
36.	GST RATE / HSN CODE- The bidder shall indicate the rates of GST applicable in price bid, for the quoted items indicating clearly the HSN code of item/SAC code in case of services. Kindly mention applicable category of GST (i.e. whether IGST, CGST, SGST, UGST).	Bidder's confirmation -----



37.	PAN- Please mention your PAN no. & submit the copy of the same.	Bidder's confirmation -----
38.	BANK CHARGES -Bank Charges shall be to supplier's account.	Bidder's confirmation -----
39.	BANK DETAILS- Please mention your complete Bank details and enclosed copy of cancelled cheque.	Bidder's confirmation -----
40.	Price bid of the bidders, who are techno-commercially Eligible / acceptable, shall only be opened.	Bidder's confirmation -----
41.	Bidders shall give Self certification that they have not been blacklisted by any government department/public sector undertaking/co-operative Unit. Offers of such blacklisted bidders shall not be considered.	Bidder's confirmation -----
42.	It shall be certified by the tenderer that none of the RFCL/ /EIL/FCIL employee is related to owners/directors. (In case any relative is working in RFCL/NFL/EIL/FCIL, furnish details separately). It shall also be certified by the tenderer that none of RFCL/NFL/EIL/FCIL's ex-employee is employed with them. (In case any ex-employee of RFCL/NFL/EIL/FCIL is employed, furnish details separately). It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.	Bidder's confirmation -----
43.	Please confirm acceptance of all the above terms and conditions of this Tender Document.	Bidder's confirmation -----
44.	Offers with deviations / conditions are liable to be ignored at the sole option of RFCL. Vendor should confirm acceptance of all terms and conditions of NIT and submit <b>signed copy of NIT</b> towards token of acceptance of all terms and conditions.	Bidder's confirmation -----

(Gaurav Goel)  
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**ELIGIBILITY CRITERIA FOR SUPPLY OF METHANOL**

Sr. No.	Conditions	Documents required
1	The bidder should be in the field of manufacturing of Methanol or their authorized dealer / distributor / channel partner.	Bidder must submit the copy of valid documentary evidence for being a manufacturer (i.e. Valid industrial license/ ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.) or authorization certificate in case of authorized dealer / distributor / channel partner.
2	Bidder must have executed PO/s for the supply of Methanol during last 5 years ending last day of the month previous to the one in which tender is invited.	Bidder shall furnish copy of PO/s executed during the last 5 years ending last day of the month previous to the one in which tender is invited, as under: a. One PO copy for supply of Methanol of the value not less than Rs 16.00 Lakh. <b>OR</b> b. Two separate PO copies for supply of Methanol of the value not less than Rs 10.00 Lakh each. <b>OR</b> c. Three separate PO copies for supply of Methanol of the value not less than Rs 8.00 Lakh each.
3	I. Bidder Must not be black listed by any government department/public sector undertaking/co-operative Unit. II. Bidder Must not be delisted by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.	Self-certification on letter head for the same.
4	The average financial turnover during the last 3 financial years, ending on 31.03.18 should be at least Rs. 7.0 Lakh i.e. for the year 2015-16, 2016-17 & 2017-18.	Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account or Certificate from chartered accountant, for the last three financial years. (For 2015-16, 2016-17 & 2017-18)  * where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).
5	Bidder should also submit following documents along with above eligibility documents:  a) Authenticated copy of party's status i.e. self-certification on letter head in case of proprietorship firm or copy of partnership deed for a partnership firm or copy of registrar's certificate for Pvt./Ltd. Co. b) Self-Certified copy of PAN No. issued by Income Tax Department. c) Self-Certified copy of GST registration issued by related Department.	

## METHANOL SPECIFICATION AA Grade

Characteristics	Requirement
Acetone and Aldehyds wt % max	0.003
Acetone wt % max	0.002
Ethanol wt % max	0.001
Acidity (as Acetic Acid) wt % max	0.003
Appearance and hydrocarbons	Free of opalescence Suspended matter and sediment (clear-colorless)
Carbonizable Substances	Not darker than color standard No. 30 of ASTM-D1209, Platinum-Cobalt Scale
Color	Not darker than color standard No. 5 of ASTM-D1209, Platinum-Cobalt Scale
Distillation range	Not more than 1°C and shall include 64.6°C ±0.1°C at 760 mmHg
Specific Gravity max	0.7928 at 20°C
Percent Methanol by wt min	99.85
Non-Volatile content mg/100 ml max	1
Odor	Characteristics non-residual
Permanganate Fading time	No discharge of color in 50 minutes
Water content wt % max	0.10
Alkalinity (as ammonia)	0.003 wt% max

## PRICE BID FORMAT

Tender No: RFCL / C&amp;P / Methanol / Feb 2019

Date: 12.02.2019

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

S. No.	Item Description	UOM	Qty	HSN Code	Basic Price -Per MT In Rs)	GST rate (in %)	Freight charges, inclusive of GST (PER UNIT upto RFCL Ramagun dam) per MT (in Rs)	Any other charges including taxes, if extra, per MT (In Rs)	Total Landed /FOT/FOR price upto RFCL Ramagun dam (In Rs.) per MT
1	Methanol, Grade AA as per IMPCA specs. (Detailed specifications as per Annexure- III )	MT	60						

## Note:

- Any charges, unless mentioned in above price bid, shall not be paid extra. Please note that you have to quote per unit charges in above column.
- The rates shall remain firm during the currency of contract i.e. for ONE year + 3 months extension period.
- Price bid of the vendors, who are techno-commercially Eligible & acceptable, shall only be opened. Price bids, mentioned with any deviation, are liable to be rejected.

Dated : \_\_\_\_\_

Place : \_\_\_\_\_

Signature of Tenderer or their Representative : \_\_\_\_\_

Name & Address of Tenderer : \_\_\_\_\_

Phone No. : \_\_\_\_\_

Email Address : \_\_\_\_\_

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

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

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

(b) Purchase Preference for MSE :

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

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

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

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

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

The tenderers must accept the terms and conditions stipulated in NIT failing which the offer is liable to be rejected at the sole discretion of RFCL. RFCL however, may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, Price reduction schedule etc. by adopting the stipulated loading criteria, where ever applicable, as under: -

Sr.No	Loading Criterion	Description.
1	Offers received without EMD	EMD amount (absolute value), as required in the NIT shall be loaded on landed cost of total offer value.
2	Non-submission of SD	
2.1	Less than 10%	(10% - quoted percentage) of basic price @ prime lending rate (SBI MCLR + 1%), on short fall in Bank Guarantee value agreed by bidder for contract period with additional one month period.
3	Payment Terms	For interest @ MCLR (SBI MCLR + 1 %) as following
3.1	Against payment for dispatch of materials / through bank	A. Foreign Bidders = Three Months B. Indian Bidders = Depending on delivery conditions viz. Ex-works - one & half months months FOR Destination - One month
3.3	Against Payment within 30 days	Nil
4	Loading for discrepancy in acceptance of Price reduction schedule	
4.1	0.5% per week subject to a ceiling of 5 % of total order value	No Loading
4.2	0.5% per week subject to a ceiling of 2.5 % of total order value	2.5 % Loading
4.3	Damages accepted on undelivered value instead of Total Order Value	2.5 % Loading
4.4	Non-acceptance of Price reduction schedule	5 % Loading

Loading criteria shall be strictly applicable to all bidders.

## General Terms & Conditions of Notice Inviting Tender

- 1 a) The prices should be FOR/FOT.....by RoadTransport approved by bankers.
- 2 b) In case GST is chargeable extra, the rate of applicable GST must be clearly mentioned in the quotation. Tenderers must also mention their GST Regn. No. in the quotations.
- 3 If for any reason, prices tendered are for delivery FOR forwarding station, the freight charges together with the gross weight of the material should be clearly mentioned in the quotation. In case the rates quoted are ex-go down/ex-factory, the packing and forwarding charges, if leviable, may be specifically indicated.
- 4 If the weight of the material permits dispatch by post parcel/courier, this may clearly be stated in the quotations
- 5 Our standard terms of payment are within 30 days of the receipt of the material in good condition.
- 6 Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
- 7 Price and delivery quoted by you must be firm and valid for a minimum period of 90 days from the due date of opening of quotation.
- 8 The tenderer shall quote the price strictly as per the proforma enclosed for schedule of prices. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.
- 9 Price Reduction Schedule (PRS): It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either (i) Price shall be reduced @ 0.5% per week or part thereof subject to maximum of 5% of net contract price in case of delay in supplies. Supplier shall raise the invoice with reduced price in case of delay in supplies, or (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or(iii)cancel the contract without prejudice to our rights under (i) & (ii) above.
- 10 Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations are liable to be summarily rejected.
- 11 We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier.
- 12 RFCL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 13 RFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 14 One person will be allowed to represent only one company during discussions/negotiations with RFCL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 15 Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.
- 16 The prospective tenderers having any common partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender.
- 17 In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.
- 18 If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.
- 19 It shall be certified by the tenderer that none of the RFCL/NFL/EIL/FCIL employee is related to owners/directors. (In case any relative is working in RFCL/NFL/EIL/FCIL, furnish details separately). It shall also be certified by the tenderer that none of RFCL/NFL/EIL/FCIL's ex-employee is employed with them. (In case any ex-employee of RFCL/NFL/EIL/FCIL is employed, furnish details separately).It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
- 20 Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

20 **FORCE MAJEURE:**

Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence there of this effect

21 In all cases of disputes, the decision of RFCL shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

22 **Arbitration:**

The contract shall be governed by and construed in accordance with the laws of India. Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to Designated authority for appointment of Arbitrator. The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act.

1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

The contractor/vendor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of RFCL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.

If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

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

Arbitration for PSEs and Government Department:-

In case of Contract with other PSEs / Government Department as described in circular NFL /LAW/64 dated 17.03.2016 the arbitration shall be through PMA, DPE. For ready reference, The Arbitration Clause in that case shall be as follows:- "In the event of any disputes or difference relating to the interpretation and application of the provision of the contracts, Such disputes or difference shall be referred by either party for Arbitration to the sole Arbitration in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, When so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the disputes will share the cost arbitration as intimated by the Arbitrator".

23 **JURISDICTION:**

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in court of Delhi, New Delhi.

24 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.



## EMD FORMAT

**DRAFT OF BANK GUARANTEE FOR EMD**

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT \_\_\_\_\_ (HEREINAFTER CALLED THE SAID TENDERER(S) WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO \_\_\_\_\_ FOR \_\_\_\_\_ HEREINAFTER CALLED 'THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER \_\_\_\_\_ FOR \_\_\_\_\_ ON PRODUCTION OF BANK GUARANTEE FOR RS. \_\_\_\_\_ (RUPEES /USD \_\_\_\_\_ ONLY).

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

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

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

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

CORPORATE SEAL

FOR BANK.

**BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT**  
(To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, a Company registered in India under Companies Act, 2013 and having its registered office at Core - III, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. \_\_\_\_\_.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank

Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

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

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

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

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

(Indicate the name of the Bank with stamp)