



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD
4th FLOOR, KRIBHCO BUILDING,
SECTOR-1,
NOIDA - 201301

E – TENDER ID = **RFCL-169**

TENDER DOCUMENTS FOR PROCUREMENT
OF PP THREAD
CUM PRE-QUALIFICATION OF PARTIES

RFCL/C&P/CO/PUR/PP-Thread/2021/1

RAMAGUNDAM FERTILIZERS & CHEMICALS LTD
C&P DEPARTMENT, CORPORATE & REGISTERED OFFICE: NEW DELHI.
4th FLOOR, KRIBHCO BUILDING, SECTOR-1,
NOIDA - 201301

TENDER NO.:RFCL/C&P/CO/PUR/PP-Thread/2021/1

Date: 25.09.2021

SPECIAL INSTRUCTIONS TO TENDERERS

1. Mode of Tendering:

Ramagundam Fertilizers & Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL, FCIL) has decided to do "Pre-qualification of Parties and procurement of PP Bag Closing Thread", for packing of 45 kg Neem Coated Urea, against this tender through e-tendering and reverse auctioning. The NIT will be posted on website www.tenderwizard.com/RFCL from where the registered vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. Subsequent to Price Bid opening, online reverse auction will take place.

RFCL has appointed **M/s. Antares Systems Limited, Bangalore** as service provider for carrying out e-Procurement. In addition, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

You have already been imparted on hand training to your satisfaction regarding downloading of tender documents, submission of EMD, preparation of techno-commercial as well as price bids, putting them in electronic envelopes, before closing time/schedule, uploading of techno-commercial as well as price bids, participation in reverse auctioning and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

a) RAMAGUNDAM FERTILIZERS & CHEMICALS LTD-

Sh. C. Sivakumar, Chief Manager (C&P) Ramagundam Fertilizers & Chemicals Ltd 4 th Floor, KRIBHCO Bhawan, Sector-1, NOIDA-201301 Contact No.- 9980699556 e-mail: siva@rfcl.co.in	Sh. Shashi Prakash, Manager (C&P) Ramagundam Fertilizers & Chemicals Ltd , 4 th Floor, KRIBHCO Bhawan, Sector-1, NOIDA-201301 Contact No.-0120-2553614 e-mail: sprakash@rfcl.co.in
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b) M/s. Antares Systems Limited, Bangalore Our Service provider (for e-tender process/procedure related):

M/s Antares Systems Limited, Bangalore Name – Mr. Kamal Mishra Mobile - 8800115821; Email - kamalmishra@antaressystems.com Name – Mr. Shankar Kumar Mobile – 8800378610; Email – shankar.k@antaressystems.com			
e-Tendering Registration/ Sign Up Queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
For e-Tendering Support	Help Desk	011-49424365	rfcleprochelpdesk@gmail.com
	Mr. Ashish	8146699893	rfcleprochelpdesk@gmail.com

2. (a) Pre-Requisites for System using e-Procurement sites:
- Windows 7, 8, 10 professional
 - A computer system with at least 1 GB RAM and Internet Connectivity.
 - Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
 - Google Chrome Version 42 and above.
 - Internet Connectivity with at least 2Mbps speed.
 - Java Run Time Engine (JRE – 1.8.0) or higher.
 - Microsoft Office 2003 with MS Word and MS Excel
 - Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

(b) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class II/III DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited.
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- DSC of the Vendor will mapped with their User Id once they Login first time.

Note - For more details refer User Manual section on Home Page of e-procurement portal i.e. www.tenderwizard.com/RFCL

(c) Pre-Requisites for Login Credentials:

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
5. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
6. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
7. It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

8. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, reverse auction and subsequent clarification/amendment in schedule etc. shall be communicated to registered vendors separately by emails/fax message. The same is also available on the above mentioned website against this tender.

Tender Schedule for PP Bag Closing Thread is –

<i>Sr. No.</i>	<i>Tender Stage</i>	<i>Date & Time</i>
1.	Start Tender Document Download	25.09.2021 at 11:00 hrs.
2.	End Tender Document Download	19.10.2021 at 15:00 hrs.
3.	Due/ last date of submission Bids	19.10.2021 at 15:30 hrs.
4.	Techno-commercial Bids Opening	19.10.2021 at 15:45 hrs.
5.	Price Bid Opening	To be intimated
6.	Reverse Auction	To be intimated

Note: After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/amended. Similarly, no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

9. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually.
10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

11. **Tender Opening:**

The tenders will be opened electronically by us from our NEW DELHI office in the presence of representatives of Vendors who wish to attend the price bid opening. The submission of bids may however be done by vendors from their office or from place of their choice or they can visit our NEW DELHI office and use RFCL's facilities for preparation and submission of their bids. However, bids cannot be submitted after the bid submission due date & time as per the schedule.

Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning.

10. **Place for conducting Reverse Auction:**

The eligible vendors can participate in the online Reverse Auction from any place of their choice and need not to visit RFCL office for this purpose. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically and such vendors shall be allowed to participate in the Reverse Auctioning. The website for participating in Reverse Auction shall be intimated separately. The password and User ID for this activity shall be allotted to eligible bidders later on before start of reverse auction

Though a vendor need not visit RFCL's office for participating in this tender but in case RFCL opts to have negotiations with the Lowest bidder (*Lowest bidder after conclusion of Reverse Auction*) as per clause no. 16 given below, such negotiations shall be held at RFCL's New Delhi office only. Prior intimation shall be given for the same.

11. **Starting/Base Price for Reverse Auctioning:**

The Opening Price/base price for Reverse Auction will be informed after the Opening of Price Bid. This shall be the lowest landed (*FOR Destination*) rate received against the initial price bids submitted by participating vendors.

The Duration for the Event would be for 45 min. The Bid Decrement would be Rs 2/- per Kg for first 30 min. and Rs 1/- per Kg for the last 15 min. If any supplier tries to bid in the last 3 minutes then the Bid Duration will increase by 5 minutes. There will be infinite extension if any supplier tries to bid in the last 3 minutes. RFCL would be given one Buyer Login Id to view the event.

For calculating the breakup of revised price (*received after conclusion of Reverse Auction*) of a particular vendor for the purpose of determining the component of GST and forwarding & freight charges etc. at the time of placement of P.O, back working of price from the final R-1/manually negotiated landed price shall be done by keeping the absolute value of forwarding & freight charges, percentage of GST as fixed as quoted by the vendor in his initial price bid.

12. The contract shall be finalized on unit rate basis.
13. RFCL reserves the right to negotiate with lowest bidder after conclusion of reverse auction at its sole option. In such case, the negotiations shall be held with lowest bidder only at RFCL's New Delhi office and RFCL shall give prior intimation to such bidder.
14. The quantity indicated herein is our estimated requirement during 6 months for Ramagundam unit, which may vary as mentioned at Sl. no. 20 below.
15. RFCL takes NO responsibility for delay, loss or non-receipt of EMD sent by post/courier.
16. RFCL reserves the right to reject or accept any tender without giving any reason.
17. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

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

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3	Bids including price bids have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.
4	Reverse Auctioning (RA) started but failure occurred before completion.	The reverse auction event shall be suitably extended / shall be restarted again after rectification by giving a new schedule for the same, which shall cover the left over time period as per the original schedule. On restart of reverse auction the last R1 price received during reverse auction at which the reverse auction event got terminated, shall be the starting price.

18. **Name & Address of Consignee/Unit:**

<p>General Manager, I/c, Ramagundam Ramagundam Fertilizers and Chemicals Limited(RFCL), Fertilizers City, RFCL Plant, Ramagundam, District-Peddapalli Telangana - 505210 India</p>

19. **Payment Mode:**

Payment shall be released by NEFT/RTGS only. Successful vendors shall provide the requisite details of their Account No., Name& Branch code of Bank, Acceptance/request for release of payment by NEFT/RTGS, along with their cancelled cheque, alongwith tender.

20. **Approximate Quantity:**

The approximate required quantity of PP Thread is **32,500 kgs** for our **Ramagundam** Unit. Further, in event of order, the actual quantity may increase /decrease by 10% at the sole option of RFCL during the validity of Purchase Orders.

21. **GST. Nos.**

Unit	GSTN
RFCL , C.O.	09AAHCR2335P1ZV
RFCL, Telangana	36AAHCR2335P1ZY

BIDDER QUALIFICATION CRITERIA

S. N.	Conditions	Documents required(To be submitted along with Technical bid)
1.	<p>Bidder should be Manufacturer having successful experience for the last two (2) years.</p> <p>Note: "The last 2 years shall be counted from last date of the preceding month in which tender has been Issued." i.e., 31st August, 2021 in present Tender.</p>	<p>i) Bidder must submit the copy of valid industrial License issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.</p> <p>ii) For <u>Proprietorship firm</u> - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized(Latest). Documents issued from statutory authorities viz: "Shops and Establishment Certificate, MSME / NSIC Certificate etc two years prior to the cut-off date" mentioning proprietary name.</p> <p>iii) For <u>Partnership firms</u> –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted</p>
2.	<p>The bidder shall submit documentary evidence with respect to experience of having successfully completed / executed at least one Order Value: Rs 37 lakhs approx. of Qty: Min-22,750 KGs during the last two years.</p> <p>Note:</p> <ul style="list-style-type: none"> "The last 2 years shall be counted from last date of the preceding month in which tender has been Issued." i.e., <u>31st August, 2021</u> in present Tender. 	<ul style="list-style-type: none"> Documentary evidence (Relevant P.O. and Copies of Invoices Or Delivery Orders) should be enclosed from respective customer(s). The contact details of Customer(s) may be mentioned in order to verify the antecedents.
3.	<p>The Minimum Annual financial turnover shall not be less than Rs 53 lakhs in at least one of the immediate Three preceding financial years.</p> <p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, In case ,audited annual report of immediate preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is 	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account for the last three financial years. (FY 2017-18, 2018-19 & 2019-20)</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>

	<p>compulsory to submit the financial details of the immediate three preceding financial years only.)</p> <ul style="list-style-type: none"> In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. <p>Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.</p>	
4.	<p>The net worth of the bidders should be positive for the Financial year for FY 2019-20.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company).</p>
5.	<p>Bidder should have minimum working capital of <u>Rs 6 lakhs</u> as per Audited Financial result of FY 2019-20.</p> <p>"Working capital should be current assets minus current liabilities.</p>	<p>Copy of audited balance sheet for the Financial year (Current Financial year in which tender has been issued) ending FY 2019-20(end date of current financial year) should be submitted.</p> <p>Or,</p> <p>Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs 6 lakhs as on preceding month in which tender has been issued.</p>
6.	<p>I. Bidder must not be black listed by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>

TERMS & CONDITIONS

The Specifications of the Bag closing PP Thread required by us are enclosed at **ANNEXURE-IV**.

RATES HAVE TO BE QUOTED ON FOR DESTINATION BASIS AND STRICTLY AS PER PERFORMA GIVEN IN THE ATTACHED ANNEXURE-II OF THESE TENDER DOCUMENTS.

THE QUOTED RATES SHALL REMAIN FIRM DURING THE VALIDITY PERIOD OF PURCHASE ORDER EXCEPT FOR VARIATION IN STATUTORY LEVIES. THE INCREASE IN STATUTORY LEVIES IF ANY SHALL BE BORNE BY RFCL PROVIDED THE SUPPLIES ARE AS PER SCHEDULE. HOWEVER, IN CASE OF DECREASE IN STATUTORY LEVIES IF ANY, THE PAYMENT SHALL BE MADE ON ACTUAL BASIS.

ONE FIXED BASIC RATE HAS TO BE QUOTED FOR RAMAGUNDAM FERTILIZERS & CHEMICALS LTD (RFCL) FOR WHICH REQUIREMENT HAS BEEN INDICATED.

HOWEVER, RFCL AT ITS SOLE OPTION SHALL HAVE THE RIGHT TO PLACE PURCHASE ORDERS ON ONE OR MORE SUPPLIERS FOR SUPPLY OF PP THREAD DEPENDING ON COST ECONOMICS AND OTHER FACTORS SUCH AS MAINTAINING CONTINUITY OF SUPPLIES ETC.

1.00 SUBMISSION OF TENDERS

1.01 The tenders will be submitted on line on the web site <https://tenderwizard.com/RFCL> No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

1.02 All tenders should be submitted online digitally signed and sealed by using digital certificate.

1.03 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.

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

1.05 THE RATES QUOTED MUST BE PER KG BASIS

1.06 THE TENDERERS MUST SUBMIT/UPLOAD ONLINE, ONE SET OF THE TENDER DOCUMENT DULY DIGITALLY SIGNED BY USING DIGITAL CERTIFICATES IN TOKEN OF ACCEPTANCE OF ALL THE TENDER CONDITIONS ALONGWITH THEIR TECHNO-COMMERCIAL BID FAILING WHICH THEIR TENDER MAY NOT BE CONSIDERED.

2.00 COMPENSATION FOR SUBMISSION OF TENDERS:

The tenderer shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though RFCL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

3.00 CHANGES IN TENDER SCHEDULE:

RFCL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email / fax / telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. RFCL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.

4.00 ACCEPTANCE/REJECTION OF BIDS:

RFCL reserves the right to accept or reject, at their sole discretion, any bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof.

5.00 **VALIDITY OF TENDERS:**

The tenders must be valid for acceptance for 120 (One Twenty days) days from the Techno-commercial opening of tender.

6.00 **EARNEST MONEY:**

6.01 **Tenderers must submit Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) in the form of:**

- i) Crossed Demand Draft favouring RAMAGUNDAM Fertilizers & Chemicals Ltd. issued by any Scheduled/Nationalized Bank payable at NEW DELHI. (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). DDs payable at other locations are not acceptable to us. Cheques will not be accepted in any case;

OR

- ii) Bank Guarantee in the RFCL's prescribed format from any Nationalized/ Scheduled Bank excluding Rural and Co-operative Banks. The Bank Guarantee shall be valid for a minimum period of 120 days and the Tenderer shall give an undertaking for extension of the validity of the BG in case the same is desired by RFCL. (Details of BG Number and the date, amount, Banker's Name etc. has to be submitted in relevant field/column of online module).

OR

Necessary earnest money will have to be deposited by the bidder electronically online through net banking enable bank account/DD/Bankers Cheque. Bidders are also advised to submit EMO of their bid, at least before the bid submission closing date as it requires time for processing of payment of EMD:

- | | | |
|----|-------------------|--|
| a) | Beneficiary Name: | M/S. RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED. |
| b) | Name of Bank | :STATE BANK OF INDIA, |
| c) | Branch | :Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi- 110 019. |
| d) | Branch code | :04298 |
| e) | IFSC No. | : SBIN0004298 |
| f) | Current Account | : 40306767010 |

- 6.2 EMD in physical form must be submitted directly to RFCL by the Tenderer, with an intimation to C&P dept so as to reach us before opening of Tender. The details of EMD must be furnished along with the OnlineBid should be send to emails: siva@rfcl.co.in, sprakash@rfcl.co.in .
- 6.3 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor that the original DD/Bank Guarantee is received by RFCL before opening time of Techno-Commercial Bids for verification of the details of DD/ Bank Guarantee given online by the vendors.
- 6.4 Earnest Money shall be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period.
- 6.5 Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.
- 6.6 Earnest Money of the successful tenderer shall be returned on submission of security deposit.
- 6.7 No interest will be paid on the Earnest Money Deposit of either the successful tenderer(s) or unsuccessful tenderer(s).
- 6.8 MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders /Dealers /Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

6.9 The bidders shall submit the following documents in support of claiming exemption of EMD:

- 6.9.1 Documentary evidence that the bidder is a Micro or Small Enterprises registered with National Small Industries Corporation or MSEs who are having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- 6.9.2 The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder.
- 6.9.3 If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

7.00 CLARIFICATION:

For any clarification against this invitation of bid, please contact Manager (C&P) RFCL New Delhi on Ph. No. 0120-2553614.

8.00 SECURITY DEPOSIT:

- 8.01 Security Deposit will be paid by every successful tenderer irrespective of the fact whether he is registered as SSI etc. **The security deposit to be furnished by the successful tenderer for the faithful and proper fulfilment of the contract shall be 3% of the basic value of the Purchase Order.** The security deposit for the entire order value will be deposited by supplier with RFCL, Ramagundam .In case of default, the entire S.D. shall be liable for forfeiture under Purchase Order.
- 8.02 A period of 10 days for depositing security money direct to RFCL C.O. NEW DELHI will be allowed.
- 8.03 The tenderer have the option to submit security deposit through Bank Guarantee. The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by RFCL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 6 months after the expiry of the contract. **The Bank Guarantee should be submitted by Bankers directly to RFCL in a sealed cover and not through supplier. The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to "State Bank of India, Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi-110 019. (Branch Code:04298), RTGS/IFSC Code: SBIN0004298 , Swift Code: SBININBB824"**
- 8.04 The security deposit shall be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. RFCL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 8.05 The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- 8.06 In the event of any breach of any terms and conditions of the contract, RFCL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer shall make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- 8.07 The amount so drawn shall 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 hereupon.
- 8.08 In the event of the forfeiture of whole or part of the security deposit, the tenderer shall deposit further sum/sums with the Finance Department, of RFCL C.O. NEW DELHI so as to maintain the full security amount deposit as per clause 8.01.
- 8.09 The security deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by RFCL. It shall be lawful for RFCL, if any difference or dispute is likely to exist, to

defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

8.10 The security deposit shall not carry any interest.

9.00 **MSMED Declaration:**

- a) In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006 and any further clarification / Amendment thereof, please indicate the relevant category in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities. Please also indicate whether the MSMEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned.
- b) Relaxations to Indian bidders shall be given as stipulated in the 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India.
- c) However, RFCL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

10.00 THE TENDERERS MUST SUBMIT / UPLOAD ONLINE, ONE SET OF THE TENDER DOCUMENT DULY DIGITALLY SIGNED BY USING DIGITAL CERTIFICATES IN TOKEN OF ACCEPTANCE OF ALL THE TENDER CONDITIONS ALONGWITH THEIR TECHNO – COMMERCIAL BID FAILING WHICH THEIR TENDER MAY NOT BE CONSIDERED.

10.01 **CLEAR UNDERSTANDING:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No extra payment will be made on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

10.02 **AWARD OF CONTRACT**

Award of contract is at the sole and absolute discretion of Ramagundam Fertilizers & Chemicals Ltd, which shall not be disputed. Purchase Order issued on the basis of this tender will be called the contract.

10.03 The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other term & condition that might have been indicated in the tender submitted by the tenderer. The general conditions printed on the back of the Purchase Order / Performa will be applicable except where these are expressly waived / modified in the Purchase Order.

11.00 **PERIOD OF CONTRACT:**

The Purchase Orders for RFCL, Ramagundam Unit will remain in force for a period of 12 months. RFCL at its sole option may extend the validity of order(s) for a further period of Three months.

12.00 **DIVIDING THE QUANTITIES BETWEEN SUPPLIERS:**

PP Thread is vital input required for maintaining dispatches of the products in uninterrupted manner without causing any constraints on the production of our Plants, Ramagundam Fertilizers & Chemicals Ltd reserves the right to bifurcate **the total quantity required at our RAMAGUNDAM Unit in 70:30 ratio** to multiple suppliers which will be distributed amongst the tenderers in fair, just and equitable manner at sole and unfettered discretion of RFCL. Vendors have to quote FOR destination price for our Ramagundam Unit. The above indicated percentage however can change at the sole option of RFCL depending on the actual requirement.

For the distribution of order quantity among the successful vendors above, priority shall be given in accordance with the hierarchy after reverse auction instead of the initial price bid hierarchy i.e. the criteria of distribution shall be based on rates of R1, R2, R3 bidders and so on subject to their matching of R1/negotiated R1 rates. In case the complete quantity does not get covered as per the above proposed arrangement, then the original

hierarchy shall be taken into consideration. In case R-3, R-4,.....tenderers and then L-1, L-2, etc.....regrets to match the R-1 price, the balance 30% will also be awarded to the R-1 party.

13.00 **ESTIMATED UNIT WISE QUANTITY REQUIREMENT:**

The estimated quantity required for our Plant in 12 months shall be as below:-

RFCL UNIT	Required Quantity
Ramagundam	32,500 kgs

The above quantity is tentative only and in event of order, the order quantity may increase/decrease by 10% at the sole option of RFCL.

DELIVERIES SHALL BE TAKEN IN STAGGERED MANNER DEPENDING UPON OUR ACTUAL REQUIREMENT FROM TIME TO TIME.

14.0 **PAYMENT TERMS**

The payment of material supplied will be made within 30 days after receipt and acceptance of material at our site against each Invoice of the supplier subject to submission of Security Deposit.

15.0 **GST**

The bidder / supplier shall provide a proper invoice in the form and manner prescribed under relevant section of GST Act.

Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable RFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.

16.0 **ACCEPTANCE/REJECTION OF THE MATERIAL**

The material will be supplied confirming the quality assurance from supplier as per specifications provided by RFCL. **Manufacturer's Own Test certificate** should be forwarded along with the invoice immediately after dispatch of lots.

Testing Procedure of PP Thread Lots at RFCL Laboratory

Two samples would be drawn as per relevant IS procedure after receipt of lot at RFCL, Ramagundam Unit. The samples shall be used as:-

- 1st Sample = For Testing at Unit's laboratory
- 2nd Sample = Referee sample for 3rd Party testing

The supplier will have right to retest incase a lot of Thread is rejected by consignee on grounds of Breaking Strength. In case, the sample testing in RFCL's laboratory is rejected, the same shall be communicated to the party. Within 7 days of receipt of the intimation, party may exercise the following options:

- a) To refer for Re-testing done from 3rd Party Laboratory at RFCL's option.

OR,

- b) To get the testing done in the presence of party's representative in RFCL's laboratory free of Cost.

The supplier shall bear the full 3rd Party retesting charges. However in case of acceptance of consignment on 3rd party retest, RFCL shall bear the retesting charges.

The supplier shall have to exercise its right for re-test within 7 days from the date of issue of FAX/email of rejection failing which report of RFCL Unit will deemed to have been accepted by supplier.

The supplier will have to arrange lifting of Rejected lot of Thread from the RFCL Unit within 30 days of sending information to this effect failing which RFCL will dispose off the lots in whatever manner it deems fit and without any liability or compensation to the supplier. RFCL shall have the right to exercise one or more of the following options:

- (i) To return the rejected lot of Thread on "**freight to pay**" basis at suppliers risk and cost.
- (ii) To dispose off such Rejected thread at the supplier's risk and cost and the suppliers in such cases shall be deemed to have not supplied the rejected quantity of Thread and shall be liable to the penalty in terms of the contract.

17.0 **VARIATION IN WEIGHMENT**

- 17.01 Weighment at weighbridge / Weighing Scale of RFCL shall be final and binding on the supplier.
- 17.02 Weigh-bridge / Weighing Scale tolerance for shortage observed in weight upto 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.
- 17.03 In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.

18.0 **DELIVERIES**

- 18.01 Material shall be supplied on '*As and when required*' basis, as per Delivery Schedule to be intimated by the Plant of RFCL. For this purpose RFCL Unit/Plant shall issue delivery orders indicating quantity and delivery period. Vendor to indicate shortest & firm delivery period for supply of material from date of issue of such delivery orders.

18.02 **PRICE REDUCTION SCHEDULE FOR DELAY IN DELIVERY:**

If the material is not delivered as per specified schedule, RFCL reserves the right to either: -

- (i) Purchase the material from OPEN MARKET at the risk and cost of the supplier.
- (ii) Accept the goods at its sole discretion by applying the PRS @ ½% (half per cent) of the invoice value (Basic price only) of the delayed quantity for every week or part thereof, of the period of such delay from delivery schedule, subject to a maximum of 5% of the DO value, (Basic Price). For this purpose, vendor will issue invoice with reduced amount with applicable PRS amount or if the invoice has already been raised, shall issue credit note for the PRS amount applicable.

or

- (iii) Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.

19.0 **TRANSIT INSURANCE, TRANSPORTATION AND DEDUCTION OF STATUTORY LEVIES FROM TRANSPORTERS.**

- 19.01 As the supplies shall be made on FOR DESTINATION basis, the transportation shall be arranged by the supplier at his own cost. The supplier shall be responsible for deduction of statutory levies if applicable in this case.

- 19.02 Supplier at his own cost will arrange transit Insurance.

- 20.00 Any change in statutory levies and imposition of new statutory levies beyond the rates prevalent on the date of offer, shall be to RFCL's account, provided there is no delay in supply and deliveries are within the stipulated schedule. In case of delayed supplies / deliveries, any increase in statutory levies or new imposition of statutory levy will be to supplier's / Contractor's account. However, any decrease in such levies for the delayed supplies / deliveries shall be to RFCL's account.

21.0 BASELESS COMPLAIN:

If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process, RFCL reserves the right to debar such tenderer from participation in the present / future upto a period of 2 years.

22.0 SUBLETTING OF CONTRACT:

The successful tenderer shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior written consent of RFCL. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the PO/Contract and to purchase the goods elsewhere and successful tenderer shall be liable to RFCL for any loss or damage which RFCL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, RFCL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfillment of the contract.

23.0 FORCE MAJEURE

23.1 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.

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

24.0 ARBITRATION

The contract shall be governed by and construed in accordance with the laws of India.

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute still persists, the arbitration proceedings followed.

Except where otherwise provide 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 CEO, RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD 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.

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 / RLLR rate applicable to RFCL on the date of award of contract.

- 25.0 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/lits 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 security or other guarantee available with the RFCL under the contract.
- 26.0 The seller 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.
- 27.0 Tenderer shall certify that none of RFCL's ex-employee is employed with them (*In case any ex-employee of RFCL is employed furnish details separately*).
- 28.0 Tenderer shall certify that none of the Employee of RFCL is related to owner/Director of the firm.
- 29.0 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.
- 30.0 Please confirm that you, your associate or your Sister concerns etc, have not been Black listed by any Institutional agency / Govt. Deptt. / Public Sector Undertaking in the last two years.
- 31.0 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.
- 32.0 **ESCALATION / DE-ESCALATION OF RATES**
In case of Increase / Decrease in Granule Prices, the escalation / de-escalation formula shall be applicable while calculating the impact of increase / decrease in PP Rates. The detail of escalation / de-escalation formula is as per **Annexure – V**.
- 33.0 **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 only.

Yours faithfully
for & on behalf of Ramagundam Fertilizers & Chemicals Ltd

(C. SivaKumar)
Chief Manager (C&P.)

PERFORMA FOR PRICE BID (E-tender format)

Sl. No	UNIT OF RFCL	UOM	Quantity(KG)	Basic Price per Kg (Rs./Kg)	Freight per Kg (Rs./Kg)	GST (in %) on Basic Price and Freight	Total- FOR - Delivered Price (Rs/Kg) (BP + Freight +GST)
1.	RAMAGUNDAM	Kg	32,500				

The price of PP Thread to be quoted based on the H350FG granules price Delhi Depo (RIL-Hazira , PP Pricing Policy) prevailing as on 25.11.2019 i.e. @ Rs 89,586/- PMT.

I/We have read all the terms and conditions of the NIT and the Annexure (s) thereto and agree to accept and abide by the same. The above quotation has been prepared after taking into account all the terms and conditions of the NIT.

LOADING CRITERIA

The bidders must accept the terms and conditions stipulated in the NIT, failing which the bid is likely to be rejected at the sole discretion of RFCL. However, RFCL may at its sole discretion, accept bids having deviation to NIT terms and Conditions by adopting the following loading Criteria.

i. **Offers received without EMD**

EMD amount (absolute value) as required in NIT shall be loaded on landed cost of total offer value.

ii. **Non-submission of Security Deposit (SD)**

The loading shall be adopted for shortfall in the bank guarantee agreed by the bidder. For example, NIT calls for bank guarantee for 2.5%, then loading shall be done as under:-

Bank guarantee for SD	Loading Criteria
Less than 2.5%.	(2.5% - Quoted Percentage) of Basic Price @ MCLR of SBI-one year +1% on short fall in Bank Guarantee Value agreed by the Bidder for Contract period with additional one month period

ii. **PRS due to delay in Supplies:-**

If deviation is noted, the proportionate loading for shortfall shall be adopted. For example, NIT calls for 0.5% per week subject to maximum of 5% of the total order value, loading criteria shall be as under:-

	PRS application	Loading criteria
a)	0.5% per week subject to a ceiling of 05% of total order value (Ex- Works/CIF Value)	No loading.
b)	0.5% per week subject to a ceiling of 2.5% of total order value.	2.5% loading.
c)	PRS accepted on undelivered value instead of total order value.	2.5% loading.
d)	Non-acceptance of PRS.	5% loading.
	In case any of the Vendor does not accept our standard PRS or accept PRS less than a ceiling limit of 5%, loading for balance amount shall be done on the quoted prices	

iii. **Payment Terms:**

"Deviation in Payment Terms:

RFCL will not make any advance/progressive payments. In exceptional cases, advance/progressive payments can be agreed subject to payment of interest @ SBI MCLR-One year + 1% and submission of acceptable unconditional Bank Guarantee (BG from any scheduled Bank excluding Rural/Cooperative Banks.) of equivalent amount (including interest amount) as per 'RFCL' format. The BG shall have sufficient validity, i.e., quoted delivery period + three months.

The deviation in differential payment terms with respect to NIT clause shall be loaded as under for interest @ prime lending rate (SBI MCLR – One Year) + 1% for the period:

(b) **Interest calculation on progressive payment.**

Interest on Progressive payment shall be calculated on FOB/Ex-works price for the following period:

S. No.	Payment Terms	Period of loading.
1	Against Payment for dispatch of C&P/through bank	Indian Bidders=Depending on Delivery conditions viz. Ex-works – one and half months FOR destination – one month
7	Against Payment within 30 days	Nil

SPECIFICATIONS OF THE POLYPROPYLENE THREAD FOR CLOSING OF 45 Kg CAPACITY FERTILIZER HDPE BAGS

High Tenacity Polypropylene Multifilament Twisted bag closing thread with heat set

Denier	: 1200+/-5%
Construction	: 210D/3x2
Basic Yarn Denier	: 210 D+/-5%
Breaking Strength	: 6 Kg & above
Packing Size	: Approx. 800 gms/ 1 Kg on Jumbo Card Board Cones with Plastic Disc insertion
Colour	: Natural White
Length per Kg	: 7400 Mtrs. +/- 5%
Cone Length	: 230 mm (Min.)
Runnage	: 7150 Mtrs. Per Kg
Ply Twist	: 280 TPM. S-way
Cable Twist	: 240 TPM- Z way

Notes:

1. Packing of each cone in anti-tough, off shrink-wrap with logo printed on the film for identification.
2. Jumbo cardboard should be left empty by about one inch length from top & bottom and top empty space should be laminated.
3. Material should be packed in compartment type hard cardboard boxes in single stacking such a way that it does not get damaged/pressed during transit and boxes should be covered with gunny wrapper. If due to poor packing the material get damaged/pressed during transit the same shall be replaced by you.

-----X-----

PRICE ESCALATION/DESCALATION FORMULA

The price of PP Thread quoted by Tenderers will be subject to Escalation / De-escalation as per formula given below.

- a. Basic price of **H350FG** grade PP granule shall be taken as basis for calculation of escalation / de-escalation Considering fact that cost of PP Granule constitute 60% of the Total Cost of finished PP Thread.
- b. Only basic prices of PP granules Grade **H350FG** of M/s. Reliance Industries will be taken into account for the purpose of working out escalation /deescalation. It is fully clarified that "taxes including GST on granules" if any, freight and any other charges leviable will not be taken into account while working out escalation/deescalation. The basic prices of **H350FG** granules as on **16.09.2021 @ Delhi Depo (RIL-Hazira , PP Pricing Policy, Annexure IA) Price Rs 1,20,493 PMT** will form basis for working future Escalation /De-escalation and should be considered by the bidders for submitting their bids.

Any discount in whatever form offered by M/s Reliance Industries Ltd. will not be taken into consideration for determining the basic prices. Hence only listed basic prices of Reliance will be considered.

- c. For executing supplies as per terms & conditions of NIT, DOs will be issued on the party as per RFCL's requirement. The Escalation/De-escalation in price of finished PP Thread for the DO quantity will be worked out on the basis of basic prices of raw C&P as on the date of issue of DO. The increase /decrease in the raw material prices as per Escalation/De-escalation clause will be clubbed with the ordered price as per P.O. These prices will remain firm for entire DO quantity except for 'e' below.
- d. In case of reduction of prices of PP granule announced by Reliance after the scheduled date of completion of supplies against a particular DO is over, RFCL will pay to the suppliers on the de-escalated price for the remaining / yet to be supplied quantities against the DO. For this purpose, the lowest price of PP Thread based on the de-escalated prices of granules applicable after scheduled date of completion till date of actual supplies of a particular lot shall be considered and the DO rate or the above de-escalated rate whichever is lower, shall be payable to supplier for the particular lot which is delayed. No increase in rates on any account over and above the rate fixed for DO shall be payable after the Schedule date of completion of as per D.O.

The above shall apply for supplies made as replacement for rejected lots also.

Example for working out escalation /de-escalation for reference purpose:

- I. Increase of Rs 10 /- Per Kg in the price of **H350FG** grade granules, the price for PP Bag closing Thread will increase as under:

$$\begin{aligned} \text{PP Thread per KG} & : \text{Landed Price} + [10 \times \text{Constituent of PP granule}] \\ & = \text{R/KG} \end{aligned}$$

Taking constituent of PP granule in PP Thread @ 60%.

Suppose landed Rate per Kg is Rs X, and Increase in rate of PP Granule over the notified prices of 16.09.2021 = Rs 1000 PMT or Rs 1/- PKg , then

$$\begin{aligned} \text{Revised Prices of PP Thread P/Kg} & = \text{Rs } X + (1 \times 0.60) \\ & = X + 0.60 \\ & = \text{Rs } (X+0.60) \text{ P/kg} \end{aligned}$$

- II. For similar decrease the applicable prices on above rates shall be:
= X - 0.60
= Rs (X-0.60) P/kg

DRAFT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS & CHEMICALS LTD (RFCL), HAVING ITS CORPORATE & REGISTERED OFFICE AT 4TH FLOOR, KRIBHCO BUILDING, SECTOR-1, NOIDA - 201301 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____(HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER' OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____(RUPEES _____ 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 RFCL 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 ON 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 GUARANTEE 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 _____ 2019

CORPORATE SEAL OF 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 & CHEMICALS LTD, a Company registered in India under Companies Act, 2013 and having its Corporate & Registered office at **4th FLOOR, KRIBHCO BUILDING, SECTOR-1, NOIDA - 201301**, 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 No. _____ dated _____ (hereinafter called CONTRACT) entered into between Ramagundam Fertilizers & Chemicals Ltd (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 fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this 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 upto _____ months from the effective date of Bank Guarantee No. _____ dated _____ given by the Bank to the Owner and subject to

provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

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