



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

**Ramagundam Fertilizers & Chemicals Limited**

(A Joint Venture company of NFL, EIL & FCIL)

**Site Office : Fertilizer City, Ramagundam-505210**

**Dist : Peddapalli, Telangana State**

**Bids are invited  
for the supply of Caustic Soda Lye**

**E-Tender ID: 55671**

**Tender No: RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023**



**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint Venture Company of NFL, EIL & FCIL)  
**Site Office: Fertilizer City, Ramagundam – 505 210**  
**Dist. Peddapalli, Telangana**

**NOTICE INVITING TENDER**  
**OPEN TENDER**

Tenders under **Two Part Bid system** are invited through e-Tendering process for the supply of items as mentioned in Annexure-I:-

Tender No. and Date	<b>RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023 (E-Tender ID: 55671)</b>	
Description of Work	<b>Supply of Caustic Soda Lye on 100% basis, Rayon Grade, as per detailed specifications given in Annexure-I</b>	
Type of Bid	<b>Two Part Bid</b>	
Earnest Money Deposit	<b>Rs. 50,000.00 (Rupees Fifty Thousand only)</b>	
Security Deposit	<b>@5% of Basic Order Value subject to a minimum of Rs. 2.50 Lacs</b>	
Offer Validity period	<b>Minimum 120 days from tender opening date</b>	
Critical Dates	Start Date and Time for downloading of Tender Documents	<b>21-September-2023, 17:01 Hrs.</b>
	End Date and Time for downloading of Tender Documents	<b>05-October-2023, 14:00 Hrs.</b>
	Last Date and Time for submission of Bids	<b>05-October-2023, 15:00 Hrs.</b>
	Opening of Part-I Tender (i.e. Unpriced Techno-Commercial Bids) - Start Date and Time	<b>05-October-2023, 15:01 Hrs. and onwards</b>
	Opening of Part-II Tender (i.e. Price Bids)	<b>Will be intimated later to those Bidders only whose Bids are found technically and commercially suitable by RFCL</b>
List of Documents	i.	<b>Special Instructions to Tenderers</b>
	ii.	<b>Bidder Qualification Criteria (Annexure-I)</b>
	ii.	<b>List of Items and Technical Specifications (Annexure-II)</b>
	iii.	<b>Special Terms and Conditions (Annexure-III)</b>
	iv.	<b>Price Bid Format (Annexure-IV)</b>
	v.	<b>General Terms and Conditions (Annexure-V)</b>
	vi.	<b>Tenderer Details (Annexure-VI)</b>
	vii.	<b>Benefits available to Vendors under MSMED Act (Annexure-VII)</b>
	viii.	<b>Format of BG for Bid Security (EMD) (Annexure-VIII)</b>
	ix.	<b>Format of BG for Security Deposit (Annexure-IX)</b>

For further details, visit our E-Portal Site <https://rfcl.abcprocure.com>. Any future amendment/modification to the NIT will be displayed only on our E-Tender Portal <https://rfcl.abcprocure.com>. Bidders are requested to visit our E-Tender Portal regularly in their own interest to check for any amendment/modification to the NIT.

General Manager (Materials)

*Corporate Office: 4th Floor, KRIBHCO Bhawan, Sector - 1, NOIDA - 201301, Dist. Gautam Buddha Nagar (U.P.)*  
*Registered Office: SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi-110 003*  
*Phone No. 0120 - 2553600, Email: [admin@rfcl.com](mailto:admin@rfcl.com)*

**PRODEEP KUMAR**  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam, Dist. Peddapalli-505 210, (T.S.)



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**NIT No. RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023**  
**(E-Tender ID: 55671)**

**SPECIAL INSTRUCTIONS TO TENDERERS**

**1.00 Mode of Tendering:**

Ramagundam Fertilizers and Chemicals Limited, Ramagundam (A JV Company of NFL, EIL, and FCIL (Lead Promoters)) invite Bids through e-tendering process under **Two Part Bid** for the **'Procurement of CAUSTIC SODA LYE on 100% basis, Rayon Grade, conforming to IS:252-1991 (as revised up-to-date) with Purity of 47.5%'** as per specifications given in Annexure-II.

2.00 In the E-Tendering process, **Offers are required to be submitted electronically** in place of offers in 'Hard Copy under Sealed Envelope' as is being done conventionally. Tender Submission, Tender Closing and Opening activities will be done electronically and online.

**3.00 General Instructions to Vendors for E-Tendering**

3.01 The NIT will be posted on our E-Tender Portal <https://rfcl.abcprocure.com>. Interested Vendors shall visit the above E-Tender Portal and register themselves on the Portal.

3.02 For guidance on registration on the e-tender site <https://rfcl.abcprocure.com>, Tenderer may refer to the "Instructions to Vendors" available under the download section of the homepage of the website.

As the first step, Bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your Email ID (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only. If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved.

Once you have added the Digital Signature, please inform the Vendor administrator at [info@abcprocure.com](mailto:info@abcprocure.com), [dsc@abcprocure.com](mailto:dsc@abcprocure.com), Contact No.: +91-63532 17080, +91-9099090830 for approval. Once approved, Bidders can login in to the system as and when required.

3.03 As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

For the convenience of Vendors, we have made arrangements to get the Digital Signature Certificates from **M/s. E-Procurement Technologies Limited, Ahmedabad, who have been appointed by RFCL as Service Provider for providing e-procurement solutions to RFCL**, on payment of necessary fees/charges.

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- 3.04 Corrigendum/amendment, if any, shall be notified on our E-Tender Portal <https://rfcl.abcprocure.com>. In case any corrigendum/amendment is issued after the submission of the bid, then such Vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email.

It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

- 3.05 Vendors are required to complete the entire process online on or before the due date/time of closing of the tender:

- 3.06 Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- (i) Vendors are advised to log on to the website (<https://rfcl.abcprocure.com>) and arrange to register themselves at the earliest
- (ii) The system time (IST) displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- (iii) Vendors are advised in their own interest to ensure that their bids are submitted in eProcurement system well before the closing date and time of bid.
- (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contest. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- (vi) Bids/Offer shall not be permitted in e-procurement system after the due date/time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.

- 3.07 No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause.

It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require.

Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time.

Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as RFCL officials.

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- 3.08 RFCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 3.09 In case of any clarification pertaining to the Tender or the e-procurement process, the vendor may contact RFCL or our Service Provider M/s. E-Procurement Technologies Limited, Ahmedabad. Contact details are as under:-

**Ramaqundam Fertilizers and Chemicals Limited (For Tender Details)**

i.	Name: Shri Pradeep Varshney, General Manager (Materials) Contact No.: 62831 74405, Email: <a href="mailto:pvarshney@rfcl.co.in">pvarshney@rfcl.co.in</a>
ii.	Name: Shri K. Sundararajan, Consultant (Materials) Contact No.: 99075 41270, Email: <a href="mailto:ksundar.rfcl@gmail.com">ksundar.rfcl@gmail.com</a>

**M/s. E-Procurement Technologies Limited, Ahmedabad**

<b><u>E-Tender Registration</u></b> <b><u>Escalation Matrix for Profile Activation and DSC Verification</u></b>	
<b>Level – 1</b>	Mr. Harsh Dalwadi, Phone No. 63532 170 80 Email ID: <a href="mailto:Harsh.dalwadi@abcprocure.com">Harsh.dalwadi@abcprocure.com</a> ; <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
<b>Level – 2</b>	Mr. Himalay Vaishnav, Phone No. 90990 90830 Email ID: <a href="mailto:himalay@abcprocure.com">himalay@abcprocure.com</a>
<b><u>Escalation Matrix for E-Tender submission related queries</u></b>	
<b>Level – 1</b>	Support Team Email ID: <a href="mailto:support@abcprocure.com">support@abcprocure.com</a> ; <a href="mailto:info@abcprocure.com">info@abcprocure.com</a> Phone No. 95108 12960, 95108 12971, 90810 00427, 99044 06300 93745 19729
<b>Level – 2</b>	Mr. Sujith Nair, Phone No. 99044 07199, Email ID: <a href="mailto:sujith@eptl.in">sujith@eptl.in</a>
<b>Level – 3</b>	Mr. Dharam Rathod, Phone No. 93745 19754 Email ID: <a href="mailto:dharam@eptl.in">dharam@eptl.in</a>
<b>Office Hours</b>	Monday to Friday - 10:00 AM to 07:30 PM (IST) 1st, 3rd and 5th Saturday - 10:00 AM to 06:00 PM (IST) 2nd and 4th Saturday – Holiday

- 4.00 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.

5.00 **Minimum System Requirement & Required doing System Settings: (Mandatory)**

Before participating in e-Tender, Tenderers shall have to ensure that they have the system with the following minimum requirements with system settings.

**Minimum Requirement: (Mandatory)**

- Computer with Internet Connection of minimum 256 kbps speed
- Operating System should be Windows XP Service Pack-3/Window Vista/Windows 7 and above
- Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above/ Mozilla Firefox up to version 51 (32 bit / 64 bit), Google Chrome 20.0 to 41.0
- System Access with Administrator Rights

**Digital Certificate:**

To participate in an e-Tender, Tenderers need to have a Class-II/III Digital Signature Certificate (DSC) (with both Signing and Encryption facilities) issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India for signing and encryption of Bids. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where the Tenderer wants to access the website.

**Note:** For more details, Tenderers may refer the **Minimum System Requirement Manual** under Download Section of Home Page of the portal i.e. <https://rfcl.abcprocure.com>

- 6.00 Vendors are advised to change the initial Login Password provided by our Service Provider immediately on first login. 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
- 7.00 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.
- 8.00 All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
- 9.00 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.
- 10.00 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.
- 11.00 **Tender Schedule:**  
The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

**Tender Schedule:**

<i>Sr. No.</i>	<i>Tender Stage</i>	<i>Date &amp; Time</i>
1	Start Tender Document Download	<b>21-09-2023 at 17:01 Hrs.</b>
2	End Tender Document Download	<b>05-10-2023 at 14:00 Hrs.</b>
3	Due/Last date of submission Bids	<b>05-10-2023 at 15:00 Hrs.</b>
4	Start Date and Time for opening of Part-I Tender (i.e. Unpriced Techno-Commercial Bids)	<b>05-10-2023 at 15:01 Hrs. &amp; onwards</b>
5	Opening of Part-II Tender (i.e. Price Bids)	<b>Will be intimated later to those Bidders only whose Bids are found technically and commercially acceptable to RFCL</b>

**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.

- 12.00 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.
- 13.00 During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
- 14.00 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 before proceeding for preparation of Online Bid.

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

16.00 **Tender Opening:**

Tenders will be opened electronically by us from our RFCL Site Office. Submission of bids may be done by Vendors from their office or from any place of their choice. However, bids cannot be submitted after expiry of bid submission due date & time as per the schedule. Price bids of all the Vendors who are techno-commercially acceptable shall be opened electronically.

17.00 RFCL reserves the right to reject or accept any tender without giving any reason.

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18.00 **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:

S.No.	Stage	Action
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.

19.00 **Required Quantity:**

The quantities of items required by us are indicated in Annexure-I. However, RFCL reserves the right to increase or decrease the quantity specified in the Tender Enquiry without any change in the price or other terms and conditions at the time of award of contract at its sole discretion.

20.00 **Earnest Money Deposit:**

Tenderers must submit Earnest Money Deposit of **Rs. 50,000.00/- (Rupees Fifty Thousand only)**. EMD shall be submitted as under:-

- Direct remittance in RFCL's Account through RTGS/NEFT (Bank A/c details of RFCL are given at Clause No. 9.00 of Terms and Conditions (Annexure-III))
- Bank Guarantee from any Nationalized/Scheduled Bank except Rural/Co-operative Banks in RFCL's format (Annexure-VIII).

Though the Vendor is required to upload the scanned image of DD/BG, however, it may be noted that the DD/BG must reach us before the techno-commercial opening (as per tender schedule). RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier.

21.00 **Security Deposit:**

Successful Bidder shall furnish Security Deposit equivalent to **5% of Basic Order Value (Minimum SD Amount Rs. 2.50 Lakhs)** for the faithful and proper fulfillment of the contract by way of E-Transfer in RFCL's Bank Account through RTGS/NEFT or Bank Guarantee from any Nationalized/Scheduled Bank except Rural/ Co-operative bank in RFCL's format (Annexure-IX). The Bank Guarantee should be valid for a period covering Delivery Period plus Claim Period of three months.

22.00 **No interest shall be payable either on Earnest Money Deposit or Security Deposit.**

23.00 The contract shall be finalized on 'total delivered cost' basis



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24.00 RFCL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at RFCL Site, Ramagundam and prior intimation shall be given by RFCL to such bidder.

25.00 RFCL reserves the right to reject or accept any tender without giving any reason.

26.00 **Name & Address of the Consignee/Unit:**

Manager )Materials( – Stores  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam – 505210  
Dist: Peddapalli, Telangana State

27.00 **GST Particulars:** **GSTIN of Ramagundam is: 36AAHCR2335P1ZY**

In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.

For & On Behalf Of

**Ramagundam Fertilizers and Chemicals Limited**

**Pradeep Varshney**  
**General Manager (Materials)**

**PRADEEP VARSHNEY**  
General Manager (Materials)  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam, Dist. Peddapalli-505 210, (T.S.)





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**Annexure-I**

**NIT No. RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023**  
**(E-Tender ID: 55671)**

**Bidder's Qualification Criteria**

<b>S.No.</b>	<b>Conditions</b>	<b>Documents required (To be submitted along with Technical Bid)</b>	<b>Tenderer's Confirmation/ Comments</b>
1.	<p>Bidder should be either Manufacturer/Authorized Dealer/ Supplier having successful experience during the last two (2) years</p> <p><b>Note:</b> "The last 2 years shall be counted from last date of the preceding month in which tender has been issued"</p>	<p>i. Bidder must submit the copy of valid industrial License issued by Statutory Authority for being a manufacturer along with ISO Certificate/ GST Registration Certificate/ Udyog Aadhaar Certificate issued by statutory authority/NSIC Certificate or equivalent certificate</p> <p>ii. In case the manufacturer wants to quote through their authorized dealer/ distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to (i) above. The Authorization Certificate should be for specific tender/enquiry</p> <p>iii. Authorization Letter from the Company on behalf of the person signing the document be provided with technical bid</p> <p>iv. For Proprietorship Firm: Name of the Proprietor to be mentioned. Affidavit of Proprietorship in original duly notarized (latest)</p> <p>v. For Partnership Firms: Affidavit in originals duly notarized, confirming the current status of the firm along with names of the Partners. Copy of Partnership deed duly notarized (latest) to be submitted</p>	

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S.No.	Conditions	Documents required (To be submitted along with Technical Bid)	Tenderer's Confirmation/ Comments
2.	<p>The Bidder shall submit documentary evidence with respect to experience of having successfully completed/ executed at least <b>One Order having Order Value of Rs. 47,72,000.00 / Quantity: 100 MT</b> during the last two years</p> <p><b>Note:</b> The last 2 years shall be counted from last date of the preceding month in which tender has been issued</p>	<p>i. Documentary evidence (relevant P.O and copies of Invoices or Delivery Orders) should be enclosed from respective Customer(s)</p> <p>ii. The contact details of Customer(s) may be mentioned in order to verify the antecedents.</p>	
3.	<p>The <b>Minimum Annual Financial Turnover shall not be less than Rs. 47,72,000.00</b> in at least one of the immediate three preceding financial years as on the date of issuance of this Tender/Enquiry</p> <p><b>Note:</b> i. 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 31<sup>st</sup> March) is not available and where enquiry issue date is up to 31<sup>st</sup> 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 31<sup>st</sup> December, it is compulsory to submit the financial details of the immediate three preceding financial years only)</p>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years FY 2020-21, FY 2021-22, FY 2022-23</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>	

S.No.	Conditions	Documents required (To be submitted along with Technical Bid)	Tenderer's Confirmation/ Comments
	<p>ii. 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> <p>iii. 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 Accountants of the Bidder certifying that separate annual report of the Bidder is not prepared and audited</p>		
4	The net worth of the bidders should be positive for the Financial Year 2022-23 ending 31 <sup>st</sup> March 2023	<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 director or not having any interest in the bidder's company)</p>	
5.	Bidder should have minimum Working Capital of <b>Rs. 4,77,200.00</b> as per Audited Financial result of FY 2022-23 ("Working Capital should be current assets minus current liabilities")	<p>Copy of audited balance sheet for the financial year ending 31<sup>st</sup> March 2023 should be submitted</p> <p>Or,</p> <p>Requisite document issued either from any Indian Scheduled Bank (except Co-Operative Bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs. 4,77,200/- as on preceding month in which tender has been issued</p>	

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S.No.	Conditions	Documents required (To be submitted along with Technical Bid)	Tenderer's Confirmation/ Comments
6.	<p>Bidder <b>Must not be black listed</b> by any Government Department / Public Sector Undertaking / Co-Operative Unit.</p> <p>Bidder <b>Must not be delisted/on Negative List</b> by any Government Dept./ Public Sector Undertaking/Co-operative Unit in the last two years, as on date of participating in the tender</p> <p>Bidder <b>Must not be on the Holiday List</b> of RFCL.</p>	Self-Certification(s) for both should be submitted on Party's letterhead for the same	



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**Annexure-II**

**NIT No. RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023**  
**(E-Tender ID: 55671)**

**List of Items & Technical Specifications**

S.No.	NFL Item Code	Item Description	Quantity Required and UoM
1	372109200	<b>CAUSTIC SODA LYE (on 100% basis), Rayon Grade, conforming to IS: 252-1991 (as revised up-to-date) with Purity of 47.5% as per Technical Specifications given hereunder</b>	<b>1,00,000.00 (One Lakh) Kgs.</b>

**Technical Specifications**

S.No.	RFCL Requirement	Tenders to comment/ confirm																											
1.	<p><b><u>Specifications:</u></b></p> <table border="1"> <tr> <td>i.</td><td><b>Sodium Hydroxide % by weight</b></td><td><b>47.50%</b></td></tr> <tr> <td>ii.</td><td><b>Sodium Carbonate % by weight on 100% basis</b></td><td><b>0.4% (Maximum)</b></td></tr> <tr> <td>iii.</td><td><b>Total Chloride (As NaCl) on 100% basis</b></td><td><b>0.1% (Maximum)</b></td></tr> <tr> <td>iv.</td><td><b>Iron (As Fe<sub>2</sub>O<sub>3</sub>) by weight on 100% basis</b></td><td><b>0.002% (Maximum)</b></td></tr> <tr> <td>v.</td><td><b>Silicates (As SiO<sub>2</sub>) on 100% basis</b></td><td><b>0.02% (Maximum)</b></td></tr> <tr> <td>vi.</td><td><b>Sulphate (As Na<sub>2</sub>SO<sub>4</sub>) on 100% basis</b></td><td><b>0.10% (Maximum)</b></td></tr> <tr> <td>vii.</td><td><b>Copper (As Cu) on 100% basis</b></td><td><b>2.0 ppm (Maximum)</b></td></tr> <tr> <td>viii.</td><td><b>Manganese (As Mn) on 100% basis</b></td><td><b>1.0 ppm (Maximum)</b></td></tr> <tr> <td>ix.</td><td><b>Transmittance at 500</b></td><td><b>70%</b></td></tr> </table>	i.	<b>Sodium Hydroxide % by weight</b>	<b>47.50%</b>	ii.	<b>Sodium Carbonate % by weight on 100% basis</b>	<b>0.4% (Maximum)</b>	iii.	<b>Total Chloride (As NaCl) on 100% basis</b>	<b>0.1% (Maximum)</b>	iv.	<b>Iron (As Fe<sub>2</sub>O<sub>3</sub>) by weight on 100% basis</b>	<b>0.002% (Maximum)</b>	v.	<b>Silicates (As SiO<sub>2</sub>) on 100% basis</b>	<b>0.02% (Maximum)</b>	vi.	<b>Sulphate (As Na<sub>2</sub>SO<sub>4</sub>) on 100% basis</b>	<b>0.10% (Maximum)</b>	vii.	<b>Copper (As Cu) on 100% basis</b>	<b>2.0 ppm (Maximum)</b>	viii.	<b>Manganese (As Mn) on 100% basis</b>	<b>1.0 ppm (Maximum)</b>	ix.	<b>Transmittance at 500</b>	<b>70%</b>	
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2.	<p><b><u>Quality Analysis Report:</u></b></p> <p>In the event of placement of Order, Successful Tenderer shall have to submit Material Test Certificate and the MSDS along with the supply at no extra cost to RFCL. However, the material shall be tested at RFCL Laboratory on receipt and its Report shall be final and binding</p>																												
3.	<p><b><u>Quantity of Caustic Soda Lye:</u></b></p> <p>Quantity of 1,00,000 (One Lakh) Kgs is our estimated requirement for Twelve (12) Months and shall be taken in staggered manner as per our requirement from time to time against issuing Delivery Orders. The actual quantity may increase by 20% at the sole option of RFCL during validity period of PO. However, RFCL does not guarantee to take any minimum quantity and may short-close the Contract any point of time during the validity of contract at its sole discretion.</p> <p>Further, RFCL at its sole discretion may vary quantities, if required at the time of PO placement</p>																												

S.No.	RFCL Requirement	Tenders to comment/confirm
4	<p><b><u>Criteria for the Acceptance/Rejection of Material:</u></b></p> <p>The material will be accepted as RFCL Laboratory Analysis and results. The results of RFCL Laboratory Analysis will be binding on the Supplier and Payment will be released according to these results only. However, in case of variation in results of Laboratory Analysis, written intimation shall be sent to Supplier either by email/letter. RFCL may agree for joint inspection of material at RFCL's Laboratory, if so desired by the Supplier</p> <p>The Criteria for acceptance/rejection and release of payment thereof shall be as under:</p> <p>In case if Caustic Soda Lye concentration is less than 47% and the concentration is found to be lower and up to 46% on analysis by RFCL, Material will be acceptable with penalty i.e. two times recovery on pro rata basis as per the Laboratory result of RFCL. A tolerance of up to -0.5% may be allowed</p> <p><u>Penalty (Rs./MT) = 2 x (47.0–Actual % of Concentration) Basic Rate of CSL</u> 47.0</p> <p>However, the quantity of material received in terms of 100% of concentration shall be calculated taking into account actual percentage of concentration only as per RFCL Laboratory analysis and results</p> <p>No tolerance in concentration shall be allowed in this case.</p> <p>For concentration below 46% as per RFCL Laboratory analysis, Caustic Soda Lye will be straightaway rejected and the material will be returned without unloading</p> <p>However, for concentration more than 48%, the material will be accepted. Hence, for the Caustic Soda Lye supplied at concentration between 47% to 48% payment shall be made as per the quoted rates only. However, Caustic Soda Lye of concentration more than 48%, payment shall be made as per actual concentration based on the analysis result of RFCL Laboratory.</p> <p>In addition to above, if the material does not meet any one of the required technical specifications mentioned at S. No. 1, same will be rejected and no payment will be made</p>	



**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint Venture Company of NFL, EIL & FCIL)  
**Site Office: Fertilizer City, Ramagundam – 505 210**  
**Dist. Peddapalli, Telangana**

**Annexure-III**

**NIT No. RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023**  
**(E-Tender ID: 55671)**

**Special Terms and Conditions**

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

<b>S.No.</b>	<b>Terms and Conditions</b>	<b>Tenderer's Confirmation</b>
1	<b><u>Scope of Work</u></b> Supply of Caustic Soda Lye as per specifications mentioned at Annexure-II in road tankers on delivered basis at RFCL Site, Ramagundam basis. (Total Quantity: 1,00,000 Kgs. on 100% basis)	
2	<b><u>Eligibility Criteria</u></b> Tenderer must ensure that all the relevant documents as stipulated in Annexure-I for Eligibility Criteria have submitted with the Bid. Offers received without proper/valid documents may be liable for rejection	
3	<b><u>Delivery Period</u></b> Supplier has to supply the material in staggered manner as per RFCL requirement against issue of Delivery Orders by RFCL. Supplier has to supply the material with 47.5% concentration basis within 10 days from the date of issue of Delivery Order. Minimum Quantity against each DO will be 20 MT +/- 10% on 47.5% concentration basis	
4	<b><u>Submission of Tenders</u></b> Bids are invited under Two Part bid system. Tenderers must submit both "Technical" and "Commercial" Bids in electronic form. The tenders duly accompanied with bids, offered product catalogue / all necessary documents (as applicable) should be submitted Online at: <a href="http://www.rfcl/abcprocure.com">www.rfcl/abcprocure.com</a> within the Bid Closing Date and time stipulated in the e-Tender. All letters/Correspondence are addressed to: General Manager (Materials) Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam - 505210, Dist - Peddapalli, Telangana	
5	Tenderer shall quote the rates strictly in accordance with the terms and conditions of this Tender Document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference	
6	<b><u>Offer Validity:</u></b> The Offers must be valid for a period of 120 days from Tender Opening Date	
7	<b><u>Contract Validity:</u></b> Contract shall be valid for the period of 12 (Twelve) months from the date of issuance of Purchase Order. RFCL, at its sole option, can extend the period of contract by three months. If delivery order is placed within validity period, then the contract will be valid to the extent of validity of delivery order or validity of contract whichever is later.	



S.No.	Terms and Conditions	Tenderer's Confirmation
8	<p><b><u>Variation in weightment:</u></b>  Weighment at weigh-bridge of RFCL will be final and binding on the supplier. Weigh-bridge tolerance for shortages 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>	
9	<p><b><u>Earnest Money Deposit (EMD)</u></b>  Tenderers must submit Earnest Money Deposit of <b>Rs. 50,000/- (Rupees Fifty Thousand Only)</b>. EMD shall be submitted in the form of:-</p> <ol style="list-style-type: none"> <li>Through Online Payment Modes like RTGS/NEFT etc. or</li> <li>EMD can also be submitted in the form of Bank Guarantee in RFCL's format. Format of BG (Bid Security) is attached (Annexure-VIII).</li> </ol> <p>The charges, if any, for online payment or for BG submission in lieu of EMD will be borne by the bidder.</p> <p>In case of submission of EMD in the form of BG, it should be ensured by the tenderer that the original BG is received by RFCL before opening time of techno-commercial bids for verification of the details of BG given online by the tenderer.</p> <p>During validity period of the offer, extension of validity of Bank Guarantee submitted towards EMD will be arranged and provided by the tenderer in case the same is desired by RFCL.</p> <p>The details of the transaction with UTR No to be submitted along with technical bid for verification.</p> <p>RFCL's Bank details for RTGS/NEFT are as follows:</p> <p>Beneficiary Name: <b>Ramagundam Fertilizers and Chemicals Ltd.</b>  Bank Name: <b>State Bank of India</b>  Branch Name: <b>RFCL BRANCH (61777)</b>  Bank A/c No.: <b>36727029257</b>  IFSC Code: <b>SBIN0061777</b></p> <p><b>Earnest Money Deposit will not bear any interest.</b></p> <p>Tenders without Earnest Money Deposit shall be summarily rejected.</p> <p><b>Note:</b> Tenderer shall have to submit copy of such RTGS/NEFT/BG details immediately through email to: <a href="mailto:pvarshney@rfcl.co.in">pvarshney@rfcl.co.in</a> and <a href="mailto:ksundar.rfcl@gmail.com">ksundar.rfcl@gmail.com</a></p> <p><b>Earnest Money Deposit of Successful Tenderer will be adjusted against Security Deposit.</b></p> <p>Earnest Money shall be forfeited at the sole discretion of RFCL in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.</p>	

S.No.	Terms and Conditions	Tenderer's Confirmation
10	<p><b><u>Security Deposit:</u></b></p> <ol style="list-style-type: none"> <li>1. Successful Tenderer, for faithful performance of the contract, will furnish Security Deposit <b>@5% (Five Percent) of Basic Order Value (Minimum SD Amount: Rs. 2.50 Lakh) (after adjusting EMD amount)</b> within 10 days of issue of Purchase Order. Security Deposit can be submitted in the form of:-               <ol style="list-style-type: none"> <li>a. E-Transfer in RFCL's Bank A/c mentioned in Clause 9 above OR</li> <li>b. By way of Bank Guarantee from any Nationalized/Scheduled Bank excluding Rural (Gramin)/Co-Operative Banks in the prescribed format of RFCL (Annexure-IX). The Bank Guarantee should be valid for a period covering Contract Validity plus claim period of 3 months.</li> <li>c. Cheques will not be accepted in any case</li> </ol> </li> <li>2. Security Deposit shall be valid for a period covering the Contract Validity Period Plus Three Month's Claim Period</li> <li>3. 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</li> <li>4. Security Deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of terms and conditions of this 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.</li> <li>5. 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.</li> <li>6. In the event of the forfeiture of whole or part of the Security Deposit, the tenderer will deposit further sum/sums, so as to maintain the full SD amount as mentioned above</li> <li>7. The Security Deposit will be refunded after successful completion of the contract i.e. assemble/installation of supplied items to the fullest satisfaction of RFCL. It will 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</li> <li>8. <b>No interest shall be payable on Security Deposit amount</b></li> </ol>	

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11	<p><b><u>Extension of validity period of Bank Guarantee</u></b></p> <p>During the validity period of the offer, the extension of validity of Bank Guarantee submitted towards the EMD will be arranged and provided by the tenderer in case the same is desired by RFCL.</p>													
12	<p><b><u>Payment Terms:</u></b></p> <p>Payment Terms shall be 100% within 30 days of receipt and acceptance of material at site through RTGS/NEFT (Refer Clause No. 16 of General Terms &amp; Conditions of NIT (Annexure-V). Processing of payment is subject to submission of bills by the Supplier for the supplies made as per delivery schedule.</p> <p>The documents which shall be enclosed while submitting Invoices are as under:</p> <table border="1"> <tr> <td>1.</td><td>GST Compliant Invoice</td><td>Original + 2 Copies</td></tr> <tr> <td>2.</td><td>Test Certificate</td><td>Original</td></tr> <tr> <td>3.</td><td>Bank Mandate Form</td><td>Original</td></tr> <tr> <td>4.</td><td>Consignee Copy of GR/LR</td><td>Original</td></tr> </table> <p>Payment shall be subject to applicable GST TDS</p> <p>In case 'Security Deposit' is not submitted by the supplier then payment will be released after deducting equivalent amount of Security Deposit from their Invoice(s)</p>	1.	GST Compliant Invoice	Original + 2 Copies	2.	Test Certificate	Original	3.	Bank Mandate Form	Original	4.	Consignee Copy of GR/LR	Original	
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4.	Consignee Copy of GR/LR	Original												
13	<p><b><u>Evaluation of Bids</u></b></p> <p><b><u>Technical Evaluation</u></b></p> <ul style="list-style-type: none"> <li>All Offers have to confirm to technical specifications mentioned in Technical Specifications (Annexure-II)</li> <li>Technical Bids of all participating tenders shall be evaluated both technical specifications and special terms and conditions mentioned in NIT</li> </ul> <p><b><u>Price Evaluation</u></b></p> <ul style="list-style-type: none"> <li>Price Bids of only those tenderers shall be evaluated who qualifies Technical Bid evaluation as mentioned above and based on the following:</li> <li>Evaluation of bids shall be done on landed value at RFCL Site, Ramagundam basis including GST, Packing and Forwarding, Insurance &amp; Freight and all charges leviable up to RFCL up to RFCL Site.</li> <li>RFCL, at its sole discretion, may vary quantities, if so, required at the time of PO placement</li> <li>The benefit due to set-off to GST, if any, shall be taken by RFCL and the same shall not be considered while evaluation of bids</li> </ul>													
14	<p><b><u>Transportation and Transit Insurance</u></b></p> <p>a. Supplier shall be responsible for the transportation and safe delivery of ordered material i.e. Caustic Soda Lye from Supplier's Works to our site i.e. RFCL Stores, Ramagundam.</p> <p>b. Transit Insurance will be arranged by the Supplier at his own cost</p>													

S.No.	Terms and Conditions	Tenderer's Confirmation
15	<p><b><u>No Detention Charges</u></b>  We shall put in our best efforts to unload the material on priority on working days. However, in case of any delay in unloading the material, <b>no Detention Charges for the detention of Tankers shall be paid by RFCL</b></p>	
16	<p><b><u>General Terms and Conditions for transportation of material:</u></b></p> <p>A. <b><u>Mode of Dispatch: By road in Tankers</u></b>  Please ensure the following while dispatching the material as these are the statutory requirements.</p> <ol style="list-style-type: none"> <li>i. As requested under Rule 134 of CMV 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>ii. Transport Emergency Cards (Term Cards) should be available with the Drivers of the Tankers as required under the Law.</li> <li>iii. 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>iv. Mufflers/flare arrestor must be provided on the Exhausts of Tankers entering inside the Hazardous areas like our factory.</li> </ol> <p>B. The supplier shall load only permitted load in the tankers as specified in the Motor Vehicle Act and mentioned in the registration certificate of the vehicle.</p> <p>C. 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.</p> <p>D. The supplier shall ensure that the tankers used for transportation of NaOH are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Dept. 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 material.</p> <p>E. 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.</p>	

S.No.	Terms and Conditions	Tenderer's Confirmation
	<p>F. 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</p> <p>G. 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.</p> <p>H. Supplier shall ensure that tankers have compatible coupling for unloading at RFCL site.</p> <p>I. The Supplier shall comply to the NDMA guidelines and General responsibilities of transporter in case of any offsite emergency.</p> <p>J. Supplier shall arrange for transit insurance for the product. Supplier shall also arrange for public liability insurance for the material transported by road. Liability arising out of wilful or intentional non-compliance of statutory provisions or liability arising out of negligence of the driver, wilful or intentional non-compliance of any statutory provisions, shall be to supplier's account.</p>	
17	<p><b><u>RFCL Not Responsible for Supplier's / Transporter(s) Employees:</u></b></p> <p>The Supplier/Transporter may employ such employees as he may think fit, and the employees so employed shall be the employees of the Supplier/Transporter for all purpose whatsoever and shall not be deemed to be in the employment of RFCL for any purpose whatsoever.</p> <p>The Supplier/Transporter shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances whatsoever RFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Supplier/Transporter in abiding by aforesaid rules, laws and regulations or held liable or responsible to the employees of the Supplier/Transporter in respect of any matter whatsoever, RFCL shall be reimbursed by the Supplier/Transporter for the same as also any other expenses or costs incurred by RFCL on any proceedings or litigations as a result of any claim, demand or act on the part of Supplier/Transporter, RFCL shall be</p>	

S.No.	Terms and Conditions	Tenderer's Confirmation
	<p>entitled to claim damages or compensation from the Supplier/Transporter in that event. RFCL reserves its right to deduct the above stated claims/expenses etc. from the dues of the Supplier/Transporter whether under this contract or any other contract or otherwise recovers the same from Supplier/Transporter.</p> <p>The Supplier/Transporter 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 Supplier/Transporter's driver, cleaner/employees during working hours or outside, the Supplier / Transporter 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 the Supplier / Transporter or his driver/cleaner/employees. The Supplier / Transporter 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.</p> <p><b><u>Medical Treatment in case of accident:</u></b> It shall be the responsibility of the Supplier/Transporter to give medical treatment to his injured staff/workman/employee, who has met with an accident arising out of and during the course of employment, in case, the Supplier/Transporter fails to give medical treatment the company shall do so and shall recover the expenditure on account of medical treatment from the Supplier/Transporter's bill or from other dues of the Supplier/Transporter, if any or otherwise recover the same from the supplier.</p>	
18	<p><b><u>Price Reduction Schedule (Penalty for delay in supplies)</u></b> It shall be obligatory on the part of Suppliers to adhere strictly to the deliveries quoted and accepted by us in our order. If the material is not delivered as per specified schedule and unless extension of delivery has been granted by RFCL on application by the Suppliers, RFCL reserves the right to either:-</p> <ol style="list-style-type: none"> <li>Purchase the material from OPEN MARKET at the risk and cost of the supplier; or</li> <li>Accept the goods at its sole discretion after imposing a penalty @1/2% (Half Percent) per week or part thereof of the value of the stores not delivered subject to a maximum of 5% of the value of the order (i.e. Delivery Order); or</li> <li>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.</li> </ol>	
19	<p><b><u>HSN Code</u></b> HSN Code in respect of offered items must be mentioned invariably in their bid by the Tenderers</p>	

S.No.	Terms and Conditions	Tenderer's Confirmation
20	<p><b><u>MSME Declaration</u></b>  In case you are registered as MICRO/SMALL Enterprise (MSEs) under The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro and Small Enterprises (MSEs) shall be entitled for benefits under the Public Procurement Policy for Micro and Small Enterprises subject to the terms and conditions indicated in enclosed Annexure-VII</p>	
21	<p><b><u>Declaration by Tenderer on Blacklisting</u></b>  Tenderers shall give self-certification on their letterhead that they have not been blacklisted by any Govt. Dept./Public Sector Undertaking/Co-Operative Unit. Offer of such Blacklisted Tenderers shall not be considered.</p>	
22	<p>In case of Order, supplier will have to furnish following dispatch documents:  i. Signed Invoice in original  ii. GR / LR in original  iii. Quality analysis report and other documents, if any, as per PO terms</p>	
23	<p><b><u>Time-bound submission of Clarifications by Tenderers</u></b>  All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of the tenderer to comply with requirements of RFCL within stipulated time may make the offers as unresponsive &amp; shall entitle RFCL to proceed further with the remaining tenders.</p>	
24	<p><b><u>Uploading of duly signed RFCL's Tender Documents</u></b>  Tenderers must submit/upload online, one set of RFCL Tender Document duly signed and stamped in token of acceptance of all the Tender Conditions along with their Techno-commercial Bid, failing which their tender may not be considered</p>	
25	<p><b><u>Compensation for submission of Tenders</u></b>  Tenderers 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.</p>	
26	<p><b><u>Clear Understanding</u></b>  When a Tenderer submits his Tender in response to this tender document, he will be deemed to have understood fully about the requirements and terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.</p>	
27	<p><b><u>Award of Contract</u></b>  Award of contract will be made at the sole and absolute discretion of Ramagundam Fertilizers and Chemicals Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.</p>	



S.No.	Terms and Conditions	Tenderer's Confirmation
28	<p><b><u>Confidentiality</u></b> Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of RFCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.</p>	
29	<p><b><u>Supplier to indemnify RFCL</u></b> Supplier shall indemnify RFCL and every officer and employee of RFCL against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with matters referred to in relevant clause and against all actions, proceedings, claims, demands, costs and expenses which may be made against RFCL or Govt. for or in respect of, arising out of any failure by the supplier / transporter in the performance of his obligations under the contract documents.</p> <p>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.</p>	
30	<p><b><u>Force Majeure</u></b> Shall be as per Clause No. 27.00 of General Terms and Conditions of NIT (Annexure-V)</p>	
31	<p><b><u>Resolution of Disputes</u></b> Shall be as per Clause No. 30.00 of General Terms and Conditions of NIT (Annexure-V)</p>	
32	<p><b><u>Jurisdiction</u></b> This Agreement (Tender) shall be construed and governed in accordance with the laws of India. All disputes pertaining to this Tender shall be subject to the exclusive jurisdiction of courts at Ramagundam, Peddapalli district of Telangana State.</p>	
33	<p><b><u>Other Details</u></b></p> <p>a. If you are a manufacturer of the offered item, please submit detailed specifications/MSDS/MTC indicating all the components as mentioned in the Tender Enquiry with your Online Bid</p> <p>b. If you are a Trader or Manufacturer's Authorized Dealer, you shall mention/ provide the following information:</p> <p>i. Name of the Manufacturer whose product will be supplied</p> <p>ii. Manufacturer's detailed specifications/MSDS/MTC of the product indicating all the components as mentioned in our Tender Enquiry</p> <p>iii. Authorization Letter in your favour issued by your Principals to quote on behalf of them</p>	
34	<p><b><u>Quotation Reference No.</u></b> Please mention your Quotation Ref. No. and Date, if any</p>	



## Ramagundam Fertilizers & Chemicals Limited

(A Joint Venture Company of NFL, EIL & FCIL)

Site Office: Fertilizer City, Ramagundam – 505 210

Dist. Peddapalli, Telangana

### Annexure-IV

**NIT No. RFCL/MM/PUR/2023-24/DUP230445 Dated: 21-September-2023**

**(E-Tender: 55671)**

### **Price Bid format**

S.No.	Item Description	UM	Quantity Required	Unit Rate per KG (incl. Insurance & Freight (Up to RFCL, Ramagundam.) and excluding GST (Rs. in Figures)	Total Amount (Rs.)	SGST (%)	CGST (%)	IGST (%)	Total GST Amount	Total Delivered Cost (FOR – RFCL, RDM) (Rs.) (in figures)
1.	<b>CAUSTIC SODA LYE on 100% basis, Rayon Grade, conforming to IS: 252-1992 (as revised up-to-date) with Purity of 47.5%. Detailed specifications are as mentioned in Annexure-I</b>	<b>KG</b>	<b>1,00,000.00 (One Lakh)</b>							
	<b>Total Delivered Cost in words</b>									

### **Notes:**

1. Rates are to be quoted on FOR – RFCL, Ramagundam basis.
2. ***Bidder has to quote the prices of the material on 100% concentration basis however material shall be supplied on 47.5% concentration basis.***
3. Transit Insurance shall be in Supplier's scope

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

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

Signature & Seal of Tenderer or  
their Authorized Representative\_\_\_\_\_



**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint Venture Company of NFL, EIL & FCIL)  
**Site Office: Fertilizer City, Ramagundam – 505 210**  
**Dist. Peddapalli, Telangana**

**Annexure-V**

**GENERAL TERMS & CONDITIONS**  
**NOTICE INVITING TENDER - [INDIGENOUS SUPPLIES]**

1. Tenderer for this contract shall be referred to as 'Supplier' or 'Offeror' or 'Seller' and Ramagundam Fertilizers and Chemicals Limited (RFCL) shall be referred to as 'Company' or 'Customer'.
2. The quotation (offer) should be submitted in a sealed cover prescribed with RFCL Enquiry reference number and closing date, the offer shall be submitted giving full details as per NIT. Incomplete quotations &/or offers not submitted in line with tender instructions are liable to be summarily rejected. Offer validity of the Tender shall be valid **minimum 120 days** from the date of tender opening.
3. The Tenderer shall quote the price strictly in prescribed RFCL's Price bid format only. In case Tenderer wants to submit the offer on their letter head, they can submit the offer but the format should be strictly in prescribed RFCL's Price bid format only, Otherwise the offer shall liable to be summarily rejected. Tenderer should quote one rate for specific quantity quoted by them. MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM WITH SAME SPECIFICATION & MAKE SHALL BE REJECTED FORTHWITH.
4. Rates must be quoted on **FOR-Ramagundam basis** in the rate column, according to 'unit of measurement' as per NIT. Rates against **each line item** shall be given legibly in words as well as in figures and free from cutting/over-writing/erasures. The Tenderer shall indicate the rates of GST applicable in their bid, for the quoted item indicating clearly the HSN code of item/SAC Code in case of service.
5. It shall be certified by the Tenderer that none of the RFCL employee is related to owners/directors. (In case any relative is working in RFCL, furnish details separately). It shall be certified by the Tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately). It shall be certified by the Tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm, failing which, RFCL may at its sole discretion reject the tender.
6. The prospective tenderer having any common Partners/Directors/Managing partners etc or having any other common criteria shall be considered as Sister Group/Associate Company. In such cases, only one of them will be eligible for participation in the tender.
7. RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. RFCL is also not bound to disclose the reasons for rejection of the offer to the tenderers. No correspondence will be entertained with regard to acceptance or rejection of an offer.
8. RFCL will have the right to issue addendum/corrigendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum/Corrigendum so issued will form the part of original information to tender.
9. RFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers of such postponement along with notice of revised opening date and time. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the date of receiving/opening of the tender will be on the next working day.

10. In case clarifications are required on invitation to tender the Tenderer shall approach RFCL in writing well before the opening of the tender. However, failure to receive any addendum or clarification shall not relieve the Tenderer of any of the obligations stipulated in the invitation to tender.
11. Samples must be submitted where specified along with the quotations. Samples must be carefully packed, sealed and labelled clearly with enquiry number, subject and sender's name for easy identification.
12. Rates/Amount should be quoted both in figures as well in words and free from over-writing/ cutting/erasures. All cuttings/over-writings/erasures shall be duly signed by authorized representative of the tenderer. If there is any error in calculation with respect to unit rate and amount value, unit rate should prevail and amount/total value shall be corrected accordingly. In case, rate expressed figures as well in words and if any error noticed in between, the rate given in words shall prevail and all calculations will be changed accordingly.
13. The tenderers must accept the terms and conditions stipulated in NIT by signing manually in long hand by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of firm/company, tender should bear its seal or rubber stamp failing which the offer is liable to be rejected at the sole discretion of RFCL.
14. **Loading Criteria**  
Whenever the Tenderer is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, PRS etc., it shall be presumed that the Tenderer has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made. However, RFCL may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, Price reduction schedule etc. by adopting the stipulated loading criteria, where ever applicable.
15. **Price Reduction Schedule [PRS] /Cancellation of Order**  
It shall be obligatory on the part of supplier to strictly adhere to the deliveries quoted and accepted by them in NIT/Purchase Orders of RFCL. In case of delay in supplies, unless extension of delivery has been granted by RFCL on application made by the supplier, RFCL may at its option exercise either of the alternatives of (i) Reduction of 0.5% (half percent) on the value of the total ordered prices of the material not delivered for each complete week of delay or part there of subject to a maximum of 5% of the value of the order. The invoice raised shall be taken into account for the above price reduction, if applicable and payment shall be released for reduced/net value after the above reduction. If supplier does not raise invoice for reduced value, the supplier shall issue credit note equivalent to the price reduction amount, or (ii) purchase elsewhere on account and at the risk & cost of the supplier of the stores not delivered or (iii) cancel the contract without prejudice to RFCL rights under (i) & (ii) above.
16. **Payment Term and Mode**
  - ➔ 100% payment will be released within 30 days from the receipt and acceptance of material or commissioning at site, as applicable at RFCL, Ramagundam. Payment will be released after duly adjusting the PRS, statutory deductions, if any, as per contract
  - ➔ Payment shall be released through RTGS. Suppliers shall provide the requisite details of their Account No., Name & Branch code of Bank in RFCL prescribed format.
  - ➔ The Tax Invoice for payment shall be submitted to Officer-In-Charge (Stores), RFCL Ramagundam along with supporting documents for release of payment preferably along with consignment.

17. The quoted rate(s) including transportation charges, etc. will remain firm till the complete execution of the order. No Escalation/ revision in rate(s) will be allowed. However, any increase/decrease in rates of statutory levies and duties, shall be allowed as per prevailing rules and notification of Government comes within contractual delivery period. No escalation/revision will be allowed due to any increase in duties/levies in case of extension in delivery period sought by the supplier beyond contractual delivery period.
18. Order/s can be split at the sole discretion of RFCL and part order shall be acceptable to the tenderers.
19. **Inspection**  
RFCL shall not carryout pre-dispatch inspection at supplier premises unless otherwise stated in the Purchase Order. Inspection shall be made at RFCL, Ramagundam and decision of RFCL's Officer be final. If any item found defective/damaged, the same shall be replaced free of cost and in such case freight charges etc. shall be borne by the supplier. If it is found that the materials supplied are not as per RFCL order specifications or received in damaged condition, RFCL shall be the sole judge entitled to reject the materials.
20. **Guarantee/Warranty**  
The supplier will take full responsibility for the satisfactory performance of the equipment/ item from the date of supply or commissioning at RFCL, as applicable. Supplier will provide warranty for the supplied items against manufacturing defects/poor workmanship as per Scope of Work/Special Terms and Conditions of the tender document. Tenderer is to specify the OEM Warranty on each item. In case of supplier not confirmed warranty of products, supplier will warranty the supplied items against manufacturing defects/poor workmanship for a period of 18 months from the date of supply or 12 months from date of commissioning whichever is earlier and supplier will submit Warranty Certificate to this effect along with dispatch documents Tenderer.  
  
However, Defects, damages reported during guarantee/warranty period shall be attended & rectified within 2 weeks from the date of intimation.
21. If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Service Engineer/s for technical supervision during installation. The charges for the same are to be included in the quoted price.
22. The material must be securely packed before dispatch so as to avoid any damage during transit. In case of dispatch of material, consignment shall be consigned to 'RFCL, Ramagundam and not on 'SELF' basis. Each packing/bundle/item must be prominently marked with Order No. and packing No. The equipment/items should be dispatched by road through associated transporter on Door Delivery basis. The freight charges are to be included in the quoted prices. The transit insurance of the consignments should be arranged by the supplier covering all transit risks up to the destination RFCL. The insurance charges are to be included in the quoted prices. All goods shall be consigned to Officer- In-Charge (Stores), RFCL. Any expenditure and or demurrage incurred in respect or wrong consignment of goods by road shall be recovered from the supplier.
23. Withdrawal of the quotation by the tenderer within offer validity period after tender opening will entail to EMD forfeit and/or delisting.
24. If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) delay the tendering process (or)resorts to canvassing/rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderers from participation in the present/future tenders up to a period of 2 years.

25. **Independent Contract**

In the event of an order, the same shall be treated as an independent contract, exclusive of any other contract awarded by RFCL and in no case supplier shall have any general lien towards the items/material supplied in pursuance of Purchase Order.

26. **Non-Assignability of Contract**

The successful Tenderer shall not transfer or assign the contract or any part of it without obtaining the written permission of RFCL in advance. In the event of the successful tenderer's transferring or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contract and to purchase the goods elsewhere. Successful Tenderer shall be liable to the RFCL for any loss or damage which RFCL may sustain in consequence or arising out of such purchases. Even in case RFCL permits transferring or assigning the contract or any part of it, it shall not create any contractual obligation between RFCL and the person or party to whom the purchase order has been transferred or assigned and shall hold the Tenderer responsible for satisfactory and due & proper fulfillment of the contract.

27. **Force Majeure**

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

28. **Confidentiality**

Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of RFCL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

29. **Indemnity**

In the event of issue of purchase order, the Tenderer shall indemnify and save harmless RFCL from all claims, losses, demands, causes of action arising out of the services, labour, equipment and material supplied.

30. **Dispute Resolution**

Except where otherwise provided in the Contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the Contract, or out of the matters relating to the Contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved/settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then party(ies) may refer the said dispute(s) for adjudication through Arbitration, as prescribed hereunder:

On failure of the amicable resolution/settlement as above, the dispute/s shall be referred/ adjudicated through Arbitration under/in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the State of Telangana and the State of Andhra Pradesh Rules 2015" as amended or modified or re-enacted from time to time.

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Where the said rules are silent or in conflict with Indian Laws, same shall be governed by Arbitration & Conciliation Act 1996 as amended or modified or re-enacted from time to time.

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs. 3.00 Crores, other number of Arbitrator shall be one (1) i.e. Sole Arbitrator

The language of Arbitration shall be English

The Governing Law shall be Laws of India and any dispute/s shall be adjudicated as per Indian Laws

For the convenience of Parties, the venue of Arbitration shall be above rules i.e. Arbitration Centre, Hyderabad. However, the Seat of Arbitration shall be Ramagundam, Peddapalli District, State of Telangana. The Courts at Ramagundam, Peddapalli District, State of Telangana shall have exclusive jurisdiction

It is also agreed by and between the Parties that in case a reference is made to the Sole Arbitrator / Arbitral Tribunal for the purpose of resolving the dispute/s arising out of the Contract by and between the Parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract.

31. **Jurisdiction**

This Agreement shall be construed and governed in accordance with the laws of India. All disputes pertaining to this Tender shall be subject to the exclusive jurisdiction of courts at Ramagundam, Peddapalli district of Telangana State.

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**Annexure-VI****Tenderer Details**

S.No.	Description	
1.	Name of the Company/Firm	
2.	Legal Status of the firm )Limited Company/ Partnership/Proprietary etc. )Please specify)	
3.	Trade Name of the Company/Firm	
4.	Registration Number of Firm/Company	
5.	Complete Registered/Branch Address	
6.	Name of Proprietor/Partners/Directors	
7.	Name and Designation of Authorized/Contact Person	
8.	Landline Telephone No.	
9.	Mobile Number	
10.	Email ID	
11.	Permanent Account Number (PAN) (Copy of PAN Card to be uploaded with the Bid)	
12.	GST Identification No. with Documentary Proof	
13.	Service Accounting Code (SAC) No., if any, to be indicated with documentary proof	
14.	If the Tenderer is registered as Micro/Small/ Medium Enterprise as per MSMED Act 2006, the same may be confirmed by the Tenderer and submit a photocopy (self-certified) of the Registration Certificate in support thereof. Otherwise, it will be construed that the Tenderer is not registered as per MSMED Act 2006. <b>Registration Month and Year should be prior to bid submission due date</b>	
15.	Bank Account Details	
	Name of Beneficiary/Account Holder	
	Complete Bank Account No.	
	Account Type (SB/Current/CC/OD) please specify	
	Name of Bank and Branch Address	
	IFS Code	

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S.No.	Description			
16	If a Tenderer has relations whether by blood or otherwise with any of the employee (including employees on deputation) of RFCL, the Tenderer must disclose the relation at the time of submission of Tender, failing which RFCL shall reserve the right to reject the Tender or rescind the Contract	<b>YES / NO (if Yes, give the following)</b>		
		<b>Name and Designation</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
17	Other information, if any			

I/We am/are hereby confirming that the information/details given above are true and correct to the best of my/our knowledge and belief and nothing has been concealed therein. I/We also undertake that any change made in the above information/details will be intimated to you for your records.

**Name, Seal and Signature of Authorized Signatory**



**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint Venture Company of NFL, EIL & FCIL)  
**Site Office: Fertilizer City, Ramagundam – 505 210**  
**Dist. Peddapalli, Telangana**

**Annexure-VII**

**Benefits available to Micro, Small Enterprises**

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 25% of 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% and 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe and Women Entrepreneurs respectively. In the case of an SC/ST or Women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% and 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSEs (including SC/ST owned and Women owned) 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.

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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/Women owned, they shall be exclusively awarded a share of 4% and 3% of the above 25% in addition to equally sharing the balance part with other non-SC/ST MSEs.

In case of more than one SC/ST and Women owned MSE matching the L1 price, they shall equally share 4% and 3% respectively of the order and additionally share the balance part for MSE with other non-SC/ST 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) / Chief Manager (Materials)
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD
- ii. Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.

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**Notes:**

- 1. As per MSMED Act, Traders, Authorized Dealer/Agencies are not eligible for EMD waiver
- 2. Similarly, Medium Enterprises are also not eligible for EMD waiver
- 3. MSMED Act does not exempt any category of MSE Vendor from furnishing Security Deposit and Performance Guarantee Sum

**BID SECURITY (EMD) FORMAT****DRAFT OF BANK GUARANTEE FOR EMD**

In consideration of **Ramagundam Fertilizers and Chemicals 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 Ref. No. \_\_\_\_\_ for \_\_\_\_\_ hereinafter called "the said Tender" 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, the \_\_\_\_\_ 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 by 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 \_\_\_\_\_ the 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We \_\_\_\_\_ the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization 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 authorized 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 \_\_\_\_\_ the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of 'RFCL' in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023

CORPORATE SEAL

FOR BANK

**BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT**

(To be prepared on Stamp paper of Rs. 500/- issued in the name of Bank)

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and **RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**, a Company registered in India under Companies Act, 1956 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 No. \_\_\_\_\_ 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 fulfillment 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 the 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.

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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)