



रामगुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

# Ramagundam Fertilizers And Chemicals Limited

## रामगुंडम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company)

Site Office : Fertilizers City, Ramagundam - 505 210, Dist. Peddapalli, Telangana

Telephone : +91 8728 257488, E-mail : rfcl.ramagundam@rfcl.co.in

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

Through Email

### NOTICE INVITING TENDER (NIT)

Ref. No. RFCLR/PUR/20-21/200148/149/Anti Seize

Date: 28/09/20

To,  
e Tender (Open)- Tender id: RFCL-32

**Due Date: 09/10/20**

प्रिय महोदय,

Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb, 2015 for setting up Gas based Urea manufacturing plant at Ramagundam in Peddapalli district of the Indian state of Telangana with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant. RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL). RFCL intends procurement of **Supply of Anti Seize Spray, Paste Lubricant, Protector etc as per tender specifications** at its Plant located at Ramagundam (Telangana).

1. The Quotation should be sent in "**e-TENDER MODE**" ONLY; any documents with this enquiry No: **RFCLR/PUR/20-21/200148/149/Anti Seize**, so as to submit/reach before 15:000 Hours (Local time) of DUE DATE as mentioned above. Bidder/s may submit their offer in the prescribed format enclosed duly signed under seal of all terms and conditions of TENDER DOCUMENT.
2. The rates must be quoted only in the schedule of rates format (Price Bid online -Annexure-III). The quoted prices should be on FOR RFCL, Ramagundam basis inclusive of Packing & Forwarding, GST, Insurance & Freight upto RFCL, Ramagundam; Installation, Demo, commissioning as applicable is detailed in scope of work to be considered while participation. Price Bid shall be till RFCL, Ramagundam Site in Price Boq (Annex-III). The HSN Code No., present rate of GST is to be quoted separately.
3. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail.
4. **Delivery Period:** Material will be supplied within 30 days or earliest from date of issue of Purchase Order.

5. **EARNEST MONEY DEPOSIT (EMD) -**

Tenderers must submit Earnest money deposit of **Rs. 10,000/-** (Rupees Ten Thousand Only). The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Guarantee Format of EMD-BG as per Annexure-VIII. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should be received by RFCL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

The details of the transaction with UTR No to be submitted along with technical bid for verification.

RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name: Ramagundam Fertilizers and Chemicals Limited  
Bank name : State Bank of India  
Branch Name : RFCL BRANCH (61777)  
Bank A/c no. : 36727029257  
IFSC Code : SBIN0061777

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-V.

**Note: Traders are excluded from the purview of public procurement policy; bidders are requested to refer FAQ Q. No 18 issued by MSME.**



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6. Bidders shall give Self certification that they have not been blacklisted by any government department/public sector undertaking/co-operative Unit. Offers of such blacklisted bidders shall not be considered.

If you wish to have any clarification regarding the said tender then you may contact, Manager (Materials) at email id: mahesh@rfcl.co.in, **Phone: 9346228779.**

Yours faithfully,  
For and on Behalf of  
**Ramagundam Fertilizers and Chemicals Limited**

**General Manager (Mechanical)**

<b>Annexure</b>	<b>Particulars</b>
<b>Annexure I</b>	<b>Online Tender Instructions</b>
<b>Annexure II</b>	<b>Special Terms &amp; Conditions (To be submitted online excel sheet)</b>
<b>Annexure III</b>	<b>Price Bid Format (To be submitted online excel sheet)</b>
<b>Annexure IV</b>	<b>General Terms &amp; Conditions (GTC)- To be submitted Digital signed.</b>
<b>Annexure V</b>	<b>Benefits to Micro &amp; Small Enterprises (MSEs)</b>
<b>Annexure VI</b>	<b><del>BG Format of Security Deposit Cum PBG (Draft)</del></b>
<b>Annexure VII</b>	<b>Tenderer Details (To be submitted online excel sheet)</b>
<b>Annexure VIII</b>	<b>BG Format of EMD (Draft)</b>



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## ONLINE INSTRUCTIONS TO TENDERERS

Annexure I

### 1. Mode of Tendering:

Ramagundam Fertilizers And Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to procure Chemicals, Glassware, Plasticware & Miscellaneous Items through e-tendering. The NIT will be posted on website [www.tenderwizard.com/RFCL](http://www.tenderwizard.com/RFCL) from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e. [www.rfcl.co.in](http://www.rfcl.co.in)

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

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 AND CHEMICALS LTD-

1) Mr. Naga Mahesh Appala Manager (Materials) RFCL, Fertilizers City, Ramagundam 505210 E mail: <a href="mailto:mahesh@rfcl.co.in">mahesh@rfcl.co.in</a> Phone: 9346228779	2) Mr. VK Bangar, General Manager (Mechanical), RFCL, Fertilizers City, Ramagundam Email: <a href="mailto:vkbangar@rfcl.co.in">vkbangar@rfcl.co.in</a>
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#### b) M/s. Antares Systems Limited, New Delhi

1	e-Tendering Registration/ SignUp Query	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
2	DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
3		Help Desk	011-49424365	rfcleprochelpdesk@gmail.com
4	For e-Tendering Support	Mr. Bibeka Nand	8247482565	bibekananda.b@antaressystems.com
		Mr. Ramesh	8971299009	rameshkumar982@antaressystems.com

#### 2. (a) Pre-Requisites for System using e-Procurement sites:

- Windows 7, 8, 10 professional or higher version
- 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/ASL.
- 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](http://www.tenderwizard.com/RFCL).



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### (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, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender.

S. No	Tender Stage	Date & Time
1	Start Tender Document Download	28/09/20 17:30
2	End Tender Document Download	09/10/20 14:59
3	Due/ last date of submission Bids	09/10/20 15:00
4	Techno-commercial Bids Opening	09/10/20 15:30
5.	Price Bid Opening	Initmated Later

**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 RFCL Site Office in the presence of authorized representatives of Vendors who wish to attend the bid opening. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

12. RFCL takes no responsibility for delay, loss or non-receipt of EMD sent by post/courier/By Hand.
13. RFCL reserves the right to reject or accept any tender without giving any reason.
14. The bids not accompanied with the requisite Earnest Money may not be opened.



**15. 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 bid 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.

**16. Name & Address & Address of Consignee:**

Assiatant Manager- Stores  
Ramagundam Fertilizers & Chemcials Ltd  
Ramagundam -505210  
Peddapalli (Dt), Telangana.

**17. GST Nos.**

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

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

**Annexure-II**

Special Terms & Conditions i.e. Techncial & Commercial check List (Table 1) [ **Bidders to submit online excel sheet**]



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**ONLINE PROFORMA FOR PRICE BID**

**Annexure-III**

To,  
RFCL, Ramagundam

**Sub.: Supply of of Anti Seize Spray, Paste Lubricant, Protector etc as per tender specifications**

With reference to above-mentioned tender, we hereby submit our Format -Price Bid as under – **[Bidders to submit pricebid online excel sheet]**

S No	Breif Description- Supply of item as per technical specification annexure II	Qty & UOM	Unit without FOR Door delivery basis	Rate GST- Door	Amount (without GST- FOR Door delivery basis)
		[A]	[B]		[C]= [A]X[B]
1	Molykote 1000 Spray, Anti Seize Spray, Pack Size - 400 ML, High Temperature - 650 Degree Celsius, Low Temp - (-30 Degree Celsius)	50 Nos	XXX		XXX
2	Molykote 1000 Paste, Anti Seize Spray, Pack Size - 1.0 KG, High Temperature - 650 Degree Celsius, Low Temp - (-30 Degree Celsius)	30 Nos	XXX		XXX
3	Molykote P-40, Anti Seize Paste, Pack Size - 1.0 KG, High Temperature - 1093 Degree Celsius, Low Temp - (-29 Degree Celsius)	30 Nos	XXX		XXX
4	Molykote 55 O-Ring Lubricant, Pack Size 100 Gms Tube	30 Nos	XXX		XXX
5	Molykote Metal Protector Plus, Corrosion Inhibitor Spray, Pack Size - 400 ML	50 Nos	XXX		XXX
6	Hylomer Universal Blue, Non Setting Gasket +Jointing Compound,100 gm Pack	200 Nos	XXX		XXX
<b>Sub Total</b>					XXX
HSN Code _____ GST in _____ % and GST Amount					XXX
<b>Ground Total</b>					XXX

Grand Total (In words): \_\_\_\_\_

Note:

- Unit Rate without GST FOR Door Delivery basis = Basic Rate – Discount+P&F Charges+ Freight +Insurance.
- Any deviations in the format/NIT terms, RFCL reserve right for loading factors while evaluation of lowest bidder.
- Technical Rejection:** Bidder offering make of item otherthan NIT make/specifications for respective item, RFCL reserves right to reject the offer and may not be considered by technical team for further evaluation.

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.

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

Signature of Authourised. \_\_\_\_\_

Name & Address of tenderer \_\_\_\_\_

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

Phone No. \_\_\_\_\_ Fax No \_\_\_\_\_

Contact Person Mobile: \_\_\_\_\_

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

GSTIN \_\_\_\_\_





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Annexure IV

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

- 1 Tenderer for this contract shall be referred to as 'Supplier' or 'Offerer' or 'Seller' and Ramgundam Fertilizers and Chemicals Limited (RFCL) shall be referred to as 'Company' or 'Customer'.
- 2 Incomplete quotations &/or offers not submitted inline 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 /erasions. 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 receiveing/ 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/erasions. All cuttings/ overwritings/erasions 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. Incase, 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.



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- 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 obligation on 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 it's 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 & 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.
  - 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 splitted 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 /Standard Terms and Conditions of the tender document. Tenderer to specify 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 despatch 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 upto the destination RFCL. The insurance charges are to be included in the





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- 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 fulfilment 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 **DISPUTES:** Any dispute arising between the Parties under this Agreement or the Contract Documents as defined in Clause (1) of this agreement shall be resolved by the Parties amicably, if the Parties fail to resolve the dispute amicably within 15 days from the date when such dispute has arisen, the same shall be referred to a Sole Arbitrator appointed by RFCL. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended from time to time. The seat of arbitration shall be at RFCL Site at Ramagundam and language of the arbitration shall be English. However, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the one year's SBI MCLR/PLR / Base Rate as 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.



## Ramagundam Fertilizers & Chemicals Limited

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

Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana

### Annexure-V

#### **Benefits to Micro and Small Enterprises (MSEs):**

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 the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate. A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidder 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. In case that two or more MSEs are within the final landed rates/negotiated landed rates of L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% 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%/3% of the above 25% in addition to equally sharing the balance 21%/22%/18% (as the case may be) with other [non-SC/ST] / [non-women owned] MSEs. A sub-targets of 3% from within 25% has been earmarked for supply from MSEs owned by women entrepreneurs. In the case of a Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% subtarget shall be met by other participating MSEs. In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 21% with other non-SC/ST MSEs

(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- Ramagundam Fertilizer and Chemicals Limited, Technical Building, Fertilizer City -505210.

ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.



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- iii. Additionally, MSEs registered with NSIC shall be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.

### BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT

Annexure- VI

(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, 2013 and having its registered office at 3rd & 4th Floor, Mohta Building, 4, Bikaji Cama Place, New Delhi 110066, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount is lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. \_\_\_\_\_.

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

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

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to \_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

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

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

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



**Ramagundam Fertilizers & Chemicals Limited**

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

Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana

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

(Indicate the name of the Bank with stamp)

**ANNEXURE-VIII**

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

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT **3rd and 4th floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066** (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 /USD \_\_\_\_\_ ONLY).

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

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

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

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

CORPORATE SEAL

FOR BANK.