



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.

Website : www.rfcl.co.in, E-mail: rfcl.ramagundam@rfcl.co.in

GSTIN : 36AAHCR2335P1ZY, CIN : U24100DL2015PLC276753

Tender No: RFCLR/PUR/2019-20/PROD/LN/586

Date: 21.04.2020

Due Date / Tender Closing Date & Time: 30.05.2020 at 15:00 hrs

* **EMD = Rs 50,000.00**
(to be submitted in separate envelope)

Sub: Tender for supply of Liquid Nitrogen on delivered basis.

Dear Sir

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

1. The Quotation should be sent in SEALED ENVELOPE in **TWO PART BID** superscribed with RFCL Tender No: **RFCLR/PUR/2019-20/PROD/LN/586, Dated: 21.04.2020**, so as to reach before 15.00 Hours (Local time) by **30.05.2020**.
2. The rates should be quoted as per price bid given in the enquiry only. Quotation should be valid for a minimum period of **120 days** from the date of opening of the tender and should be on **FOR RFCL Ramagundam (Telangana), including P&F, Insurance, Freight & GST**. Transit Insurance shall be covered by supplier. The Amount should be quoted both in figures and words. In case of any discrepancy the amount quoted in words shall be treated as final.
3. Bidder details should be mentioned in Annexure –III positively.
4. The sealed tender should reach to the office of Senior Manager (Mtls), Ramagundam Fertilizer and Chemicals Limited, Technical Building, Fertilizer City -505210, Ramagundam (Mandal), Peddapalli (District), Telangana (State) on or before **15.00 Hrs (local time)** on due date i.e. **30.05.2020**.
5. The quotations will be opened on **30.05.2020 at 15.30 Hours (local time)** in the office of **Senior Manager (Mtls), RFCL, Ramagundam** in presence of the tenderers who wish to be present in the presence of such of those tenderers who may like to be present.

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Registered & Corporate Office : 3rd & 4th Floor, Mohta Building,
4, Bhikaji Cama Place, New Delhi - 110066.

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6. The tenderer shall submit prescribed **Earnest Money Deposit Amount of Rs. 50,000/-** (as the case may be) by way of/in the form of demand draft payable to Ramagundam Fertilizers and Chemicals Limited, Ramagundam or Bank Guarantee from a Scheduled Bank operating in India except Rural and Cooperative Banks, towards Earnest Money which shall be refunded as expeditiously as possible after finalization of tender. No interest is payable on such deposit. MSME/NSIC Vendors are exempted from submission of EMD and Tender fee.
 7. **Whenever the bidder is silent about the acceptance of NIT conditions such as PRS / liquidated damages, Jurisdiction etc, it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.**
 8. The tenderer shall submit their tenders in the following manner: -
 - a) **Envelope-I** : Shall contain draft for Earnest Money Deposit. The envelope should be superscribed as **"EARNEST MONEY DEPOSIT"**.
 - b) **Envelope-II**: Shall contain the Tender Documents including Letter inviting Bid, General Terms and Conditions of NIT, Annexure-I, Annexure-II, Annexure-III, Annexure-IV, Annexure V, Annexure VI (blank, only with remarks confirming – "Quoted"), Annexure-VII, Annexure-VIII and Annexure-IX **duly stamped and signed each page as a token of acceptance of all the terms and conditions of tender**. The envelope shall be super scribed as **"TECHNO COMMERCIAL BID DOCUMENTS"**.
 - c) **Envelope-III**: Shall contain Schedule of Rates (Price Bid) – Annexure-V duly filled in. The envelope should be super scribed as **"SCHEDULE OF RATES (PRICE BID)"**.)
- All the above envelopes I, II & III shall be put in outer sealed envelope, which will be super-scribed with **Tender Number, tender due date** and along with **Name** of tenderer.
9. Delayed/late Offers, which are received after the due date/time as proclaimed in NIT are not acceptable and wont be considered for evaluation.
 10. In the event of any contradiction between General Terms & Conditions and Specific Terms enclosed with this NIT, the latter shall prevail.

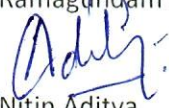
If you wish to have any clarification regarding the said tender then you may contact,

1. Senior Manager (Materials) at: email: nitinaditya@rfcl.co.in, **Phone: 7003625200**
2. Officer (Materials) at: email: rramakanth@rfcl.co.in, **Phone: 6303754959**

Thanking You

For & On Behalf Of

Ramagundam Fertilizers and Chemicals Limited


Nitin Aditya
SM - Materials
NITIN ADITYA
Senior Manager - Materials
Ramagundam Fertilizers And Chemicals Limited
Ramagundam - 505 210, Dist: Peddapalli (T.S.)

ANNEXURES

Tender No: RFCLR/PUR/2019-20/PROD/LN/586, Dated: 21.04.2020

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

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LIST OF ITEMS & SPECIAL TERMS AND CONDITIONS

S.No	Item Description	UoM	Quantity
1	Supply of Liquid Nitrogen on delivered basis.	MT	400

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

Sr. No	Terms and Conditions	Bidder's confirmation
1	SCOPE OF WORK: Supply of Liquid Nitrogen (BULK) having nitrogen purity of 99.999%. The material to be supplied in road tanker. (Total Quantity 400 MT)	
2	ELIGIBILITY CRITERIA: Bidders shall agree to the eligibility criteria for the tender attached as Annexure-II and shall submit required documents mentioned in it. Any offer not meeting the eligibility shall be rejected.	
3	DELIVERY PERIOD: Supplier has to supply material in staggered manner as per RFCL requirement against issue of delivery order by RFCL. Supplier has to supply the material within 5 days from the date of issuance of Delivery order. Please confirm your acceptance.	
4	CONTRACT VALIDITY: The contract shall be valid for the period of Six (6) 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.	
5	Please confirm submission of test certificate confirming nitrogen purity of 99.999%, along with supply	
6	QUANTITY OF LIQUID NITROGEN: Quantity of 400 MT is our estimated requirement for Six months and shall be taken in staggered manner as per our requirement from time to time against issuance of delivery orders. However, RFCL does not guarantee to take any minimum quantity, and may short close the contract at any point of time during the validity of contract at its sole discretion. Further RFCL at its sole discretion may vary quantities, if so required at the time of PO placement.	
7	RATES: Rates must be quoted on F.O.R. RFCL site, Ramagundam Basis, failing which, the offer shall be rejected at the sole discretion of RFCL in the schedule of rates format (Annexure-V) and shall be quoted on delivered basis only i.e. on F.O.R. RFCL Site, Ramagundam (Telangana) basis including P&F, Insurance, Freight & GST. Hsn Code, present rate of GST included in quoted price shall be mentioned separately in Annexure – V. The rates shall remain firm during the contract validity period including extension period, if any, except for variation in statutory levies. However, in case of any reduction in statutory levies, the supplier shall pass on the benefit of reduction to RFCL and in case of increase in statutory levies, RFCL shall pay the actual increased rate of statutory levies against documentary evidence, provided the delivery is as per delivery order schedule.	
8	TENDER FEE & EARNEST MONEY DEPOSIT (EMD) – TENDER FEE Tender fees shall be NIL for the tender document downloaded online or sought through e mail.	

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EMD:

Tenders must be accompanied by Earnest Money Deposit of Rs. 50,000/= (Rupees One Lakh Only). EMD can be submitted in the form of:

By crossed Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam drawn on any scheduled bank except rural or co-operative bank.

(OR)

Bank Guarantee in the prescribed format (as per Annexure-VIII enclosed) from any scheduled Bank excluding Rural/Cooperative Banks. The BG should be valid for a period of minimum 120 days and you shall give an undertaking as per enclosed format (Annexure-IV) for extension of the validity of the BG in case the same is desired by RFCL.

Cheques will not be accepted in any case.

Earnest money will be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.

Earnest Money deposited by unsuccessful tenderers will be returned as early as possible after finalization of the tender.

Earnest Money Deposit will not bear any interest.

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SECURITY DEPOSIT (SD):

The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit within 15 days of issue of Purchase Order. The SD will be @ 5% of the value of the PO (excluding GST) subject to minimum of 2.5 Lakhs. The same shall be valid for a period covering the Contract Period + Three Months' Claim Period.

SD can be submitted in the form of crossed A/c payee Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam.

The tenderer will also have the option to furnish SD by way of Bank Guarantee from any of the Scheduled Banks excluding Rural and Co-operative Banks, in the enclosed Performa specified by RFCL [Annexure IX].

Cheques will not be accepted in any case.

The SD will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.

The above SD will be deemed to be security for the faithful execution of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.

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.

In the event of the forfeiture of whole or part of the SD, the tenderer will deposit further sum /sums, so as to maintain the full SD amount as mentioned above.

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	<p>The SD will be refunded after complete execution of contract. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.</p> <p>The SD amount will not bear any interest.</p>	
10	The tenderer shall quote price strictly in accordance with the terms and conditions of tender document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.	
11	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.	
12	OFFER VALIDITY: The offer must be valid for period of 120 days from the tender opening date.	
13	The Quotation should be sent in SEALED ENVELOPE in TWO PART BID superscribed with our Tender Number so as to reach before 15.00 Hours (Local time) of due date. Further tenders shall be opened on due date at 15.30 hrs at RFCL Site, Ramagundam. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the tender will be received and opened on the next working day.	
14	EVALUATION CRITERIA: Evaluation of bids shall be done on landed value at RFCL site, Ramagundam basis including P&F, Insurance, Freight, GST and all charges/ expenses leviable to RFCL upto RFCL site. In case of any deviation RFCL reserves right for loading factors while evaluation of lowest tender.	
15	Price bid of the vendors, who are techno-commercially Eligible / acceptable, shall only be opened.	
16	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 & shall entitle RFCL to proceed further with the tenders.	
17	RFCL does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject all or part of an offer at its discretion without assigning any reasons thereof.	
18	<p>In case of Order, supplier will have to furnish following dispatch documents:</p> <ul style="list-style-type: none"> i. Signed Invoice in original ii. GR / LR in original iii. Test Certificate and other documents, if any, as per PO terms. 	
19	<p>TERMINATION OF CONTRACT IN FULL OR PART:</p> <p>A) If the supplier:</p> <ul style="list-style-type: none"> i) fails to supply the material as per PO terms awarded by RFCL or ii) at any time makes default in proceeding with the supplies in full or in part with due diligence and continue to do so after a notice in writing of 15 days from RFCL or iii) become bankrupt or insolvent or iv) make an arrangement with or assignments in favour of his creditors, or inspection of his creditors or v) being a company or corporation, go into liquidation (other than a voluntary 	

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	<p>liquidation for the purpose of amalgamation or reconstruction) or</p> <p>vi) have an execution levied on his goods or property on the works or</p> <p>vii) assign, transfer the contract or any part thereof, otherwise, than if any, as provided</p> <p>viii) unilateral stoppage of supplies or</p> <p>ix) abandon the contract or</p> <p>x) persistently disregard the instructions of RFCL or</p> <p>xi) contravenes any provision of contract or</p> <p>xii) shall obtain a contract with RFCL as a result offering tendering or other non bona fide methods of competitive tendering.</p> <p>B) Without prejudice to any other remedy, RFCL reserves its right to adopt any or several of the following courses: -</p> <p>(i) Award parallel contract and/or</p> <p>(ii) To recover from supplier any loss incurred by RFCL when the supplier unable to execute the contract and/or</p> <p>(iii) Terminate the contract and/or</p> <p>(iv) Forfeit the earnest money, security deposit and/or</p> <p>(v) To get the execution of contract for the remaining period at the risk and cost of the supplier and/or</p> <p>(vi) Delist /blacklist the supplier</p>	
20	No advance payment under any circumstances shall be given to supplier and bids with the condition of advance payment terms are liable to be rejected.	
21	<p>PAYMENT TERMS:</p> <p>a) 100% payment will be released within 30 days from the receipt and acceptance of material at RFCL Ramagundam. Payment will be released after duly adjusting the PRS, if any, as per contract. Advance payment or 100% payment through bank shall not be accepted.</p> <p>b) Payment shall be released through RTGS/NEFT. Successful vendors shall provide the requisite details of their Account No., Name & Branch code of Bank.</p> <p><u>The bills for payment shall be submitted to GM(Mech), RFCL, Ramagundam along with supporting documents for release of payment.</u></p>	
22	Offers with deviations / conditions are liable to be ignored at the sole option of RFCL. Vendor should confirm acceptance of all terms and conditions of NIT and submit signed copy of NIT towards token of acceptance of all terms and conditions.	
23	<p>SUPPLIER TO INDEMNIFY RFCL:</p> <p>The 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>	

24	Nitrogen tankers must have unloading hose for Liq. N2.	
25	<p>VARIATION IN WEIGHMENT:</p> <p>Weighment at weigh-bridge of RFCL will be final and binding on the supplier. Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.</p> <p>No Detention charges for the detention of Tanker will be paid.</p>	
26	<p>MODE OF DESPATCH: BY TANKER</p> <p>Please ensure the following while dispatching the material as these are the statutory requirements.</p> <ol style="list-style-type: none"> As requested under Rule 134 of OMV RULES 1989, emergency information panel (EIP) in prescribed format should be available at 3 locations i.e. on both sides plus rear side of the tankers. Transport emergency cards (Term Cards) should be available with the Drivers of the Tankers as required under the Law. 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. Mufflers/flame arrestor must be provided on the Exhausts of Tankers entering inside the Hazardous areas like our factory. 	
27	The supplier shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.	
28	Road tankers to be used for transportation of Liquid Nitrogen, should have valid license from PESO (Petroleum and Explosives Safety Organization) .	
29	The supplier shall ensure that the tankers used for transportation of Liquid Nitrogen are fully comprehensively insured and are fit to run in all respects duly passed by Motor Vehicle Deptt. And comply all statutory requirement prescribed under Safety Act and/or any other law/regulations, whatever be applicable, for the time being in force for safe transportation of Liquid Nitrogen.	
30	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.	
31	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.	

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ELIGIBILITY CRITERIA FOR SUPPLY OF LIQUID NITROGEN

Offers of only those participating parties will be considered for price bid opening/ evaluation who meets the following eligibility criteria:

S. No	Conditions	Documents Required (To be Submitted along with offer)	Bidders Confirmation (Attached/Not attached)
1	The bidder should be in the field of manufacturing of Liquid Nitrogen or their authorized dealer / distributor / channel partner.	Bidder must submit the copy of valid documentary evidence for being a manufacturer (i.e. Valid industrial license/ ISO certificate/ GST Registration certificate / Udyog Adhaar / certificate issued by statutory authority / NSIC certificate or equivalent certificate.) or authorization certificate in case of authorized dealer / distributor / channel partner.	
2	The bidder should have capacity to supply atleast 150000 Liters of Liquid Nitrogen with purity of 99.999% in one month as per our requirement.	Self-certification on bidder's letter head for the same.	
3	Bidder must have executed PO/s for the supply of Liquid Nitrogen during last 5 years ending last day of the month previous to the one in which tender is invited.	Bidder shall furnish copy of PO/s executed during the last 5 years ending last day of the month previous to the one in which tender is invited, as under: a. One PO copy for supply of Liquid Nitrogen of the value not less than Rs 36.00 Lacs. OR b. Two separate PO copies for supply of Liquid Nitrogen of the value not less than Rs 22.50 Lacs each. OR c. Three separate PO copies for supply of Liquid Nitrogen of the value not less than Rs 18.00 Lacs each.	
4	i. Bidder Must not be blacklisted by any government department /public sector undertaking/ co-operative Unit. ii. Bidder Must not be delisted by any government department/ public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.	Self-certification on letter head for the same.	
5	The average financial turnover during the last 3 financial years, ending on 31.03.19 should be at least Rs. 13.5 Lakhs i.e. for the year 2016-17, 2017-18 & 2018-19.	Bidder shall submit financial standing through Audited* Balance Sheet/ Profit & Loss Account or Certificate from chartered accountant, for the last three financial years. (For 2016-17, 2017-18 & 2018-19) * 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).	



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BIDDER DETAILS**Annexure - III**

Sr.	Description	
1.	Name of Company/Firm	
2.	legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. 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.	Contact/Authorized Person name and Designation	
8.	Land line Tel No	
9.	Mobile number	
10	Email Id	
11	PAN No. to be intimated along with Documentary Proof thereof.	
12	GST Registration No. with Documentary Proof.	
13	HSN/SAC No.	
14	If the bidder is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the bidder and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the bidder is not registered as per MSMED Act, 2006. <i>Registration month & Year should be prior to bid submission due date.</i>	
15	Bank Account Details:	
	Name of Beneficiary/Account holder	
	Complete Bank Account No:	



Bidders Sign & Stamp



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	Account type (SB/Current/CC/OD) Pl. Specify			
	Name of Bank and Branch Address:			
	IFSC Code:			
16	If a Bidder has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
17	Other information if any			

I/We are hereby confirming that the above information/details are given true and correct to the best of my/our knowledge and belief and nothing has been concealed therein. I/We also undertake to advise any future changes to the above details

Name, Seal & Signature of Authorised Signatory

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NAME OF WORK	:	SUPPLY OF LIQUID NITROGEN ON DELIVERED BASIS
BIDDING DOCUMENT NO.	:	Tender No: RFCLR/PUR/2019-20/PROD/LN/586

UNDERTAKING

We hereby undertake that the during the validity period of our offer, the extension of validity of Bank Guarantee submitted towards the EMD will be arranged and provided by us in case the same is desired by RFCL.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

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PROFORMA FOR PRICE BID

To,
The General Manager (Mech),
RFCL, Ramagundam

Sub.: Tender for supply of Liquid Nitrogen on delivered basis

Ref No.: **RFCLR/PUR/2019-20/PROD/LN/586** dated 21.04.2020

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

Sr. No.	Material	Required Qty & UOM	HSN Code	Rate of GST (%)	Unit Rate without GST-FOR door delivery Basis)*	Total Amount without GST-FOR door delivery Basis)
1	2	3	4	5	6	7= (6x3)
1	Liquid Nitrogen	400 MT				
Sub Total						
GST Amount						
Grand Total (in Figures)						
Grand Total (in Words):						

- Unit rate without GST = Basic Rate-Discout+P&F charges+Freight (upto RFCL Site, Ramagundam) +Insurance
- The total quantity may increase by 20% at the sole option of RFCL.
- Variation in quantity upto +/- 5% on delivery order issued by RFCL is acceptable.

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: _____

Signature of Tenderer or
their Authorized Representative _____

Name & Address of tenderer _____

Place: _____

Phone No. _____

Fax No. _____

Email Address _____

GSTIN _____

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Bidders Sign & Stamp

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GENERAL TERMS & CONDITIONS OF NOTICE INVITING TENDER

- 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 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 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.



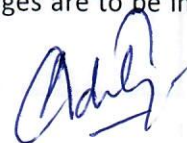
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- 14 **Loading criteria:** Whenever the Tenderer is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, PRS etc, it shall be presumed that the Tenderer has accepted NIT conditions and no further correspondence seeking 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 of their Account No., Name & Branch code of Bank in RFCL prescribed format. TheTax 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/warantee 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.

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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 20% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

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

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

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

(Exemption benefits are not applicable to MSE dealers quoting on behalf of Manufacturers)

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

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DRAFT OF BANK GUARANTEE FOR BID SECURITY DEPOSIT/EMD

IN CONSIDERATION OF RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL), HAVING ITS REGISTERED OFFICE AT 3RD & 4TH FLOOR, MOHTA BUILDING, 4, BHIKAJI CAMA PLACE, NEW DELHI - 110 066 (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEES _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. _____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE 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 GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.
4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING.

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DATED _____ DAY OF _____ 200

CORPORATE SEAL

FOR BANK.

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

This BANK GUARANTEE No. _____ made this day of _____ between _____ a bank incorporated and having its registered office at _____ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, a Company registered in India under Companies Act, 2013 and having its registered office at 3rd & 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi - 110 066, India to the context or contrary to the meaning thereof include its successors and assigns on the other part.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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

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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)

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