



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

## **Ramagundam Fertilizers & Chemicals Limited**

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

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

**Dist : Peddapalli, Telangana State**

**Bids are invited for the**  
**Supply of High Tenacity Polypropylene Multifilament**  
**Twisted Bag Closing Thread with Heat Set**

**Tender Ref No: RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210**

**Dated: 26-June-2023**

*Tenderer's Signature & Stamp*



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

**NOTICE INVITING TENDER (OPEN TENDER)**

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

Tender No. and Date	<b>RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210</b> <b>Dated: 26-June-2023</b>	
Description of Work	<b>Supply of High Tenacity Polypropylene Multifilament Twisted Bag Closing Thread as per specifications given in Annexure-I</b>	
Type of Bid	<b>Two Part Bid</b>	
Earnest Money Deposit	<b>Rs. 1,00,000.00 (Rupees One Lakh only)</b>	
Security Deposit	<b>@10% (Ten Percent) of Basic Order Value</b>	
Offer Validity period	<b>Minimum 120 days from tender opening date</b>	
Critical Dates	Start Date and Time for downloading of Tender Documents	<b>26-June-2023, 17:01 Hrs.</b>
	End Date and Time for downloading of Tender Documents	<b>08-July-2023, 14:00 Hrs.</b>
	Last Date and Time for submission of Bids	<b>08-July-2023, 15:00 Hrs.</b>
	Start Date and Time for opening of Part-I Tender (Unpriced Techno-commercial Bid)	<b>08-July-2023, 15:01 Hrs. and onwards</b>
	Opening of Part-II (Price Bids) - Date and Time	<b>Will be intimated later to those Parties only whose Bids are found technically and commercially acceptable by RFCL</b>
List of Documents	i.	<b>Special Instructions to Tenderers</b>
	ii.	<b>List of Items and Technical Specifications (Annexure-I)</b>
	iii.	<b>Bidder's Eligibility Criteria (Annexure-II)</b>
	iii.	<b>Special Terms and Conditions (Annexure-III)</b>
	iv.	<b>Online Template for Vendors to provide comments (Ann-IV)</b>
	v.	<b>Price Bid Format (Annexure-V)</b>
	vi.	<b>General Terms and Conditions (Annexure-VI)</b>
	vii.	<b>Tenderer Details (Annexure-VII)</b>
	viii.	<b>Benefits available to Vendors under MSMED Act (Annex-VIII)</b>
	ix.	<b>Format of BG for Bid Security (Annexure-IX)</b>
	x.	<b>Format of BG for Security Deposit (Annexure-X)</b>

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

  
General Manager (Materials)

**PRADEEP VARSHNEY**

Corporate Office: 4th Floor, KRIBHCO Bhawan, Sector - 1, NOIDA - 201301, Dist. Gautam Budh Nagar (U.P.)  
Registered Office: SCOPE Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi - 110 003  
Phone No. 0120 - 2553600, Email: [admin@rfcl.com](mailto:admin@rfcl.com)  
Ramagundam, Dist. Peddapalli-505 210, (T.S.)

**Tenderer's Signature & Stamp**



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

**NIT No. RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210 Dated: 26-June-2023**

**SPECIAL INSTRUCTIONS TO TENDERERS**

**1.00 Mode of Tendering:**

Ramagundam Fertilizers and Chemicals Limited, Ramagundam (A JV of NFL, EIL, FCIL, GAIL, HTAS & Govt. of Telangana State) invite Bids through e-tendering process (**Open Tender basis**) under **Two Part Bid System** for the '**Supply of High Tenacity Polypropylene Multifilament Twisted Bag Closing Thread for closing of Bags filled with Urea Fertilizers**' as per specifications given in Annexure-I

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

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

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

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

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

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

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

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

***Tenderer's Signature & Stamp***

:2:

- 3.04 Corrigendum/amendment, if any, shall be notified on our E-Tender Portal <https://rfcl.abcprocure.com>. In case any corrigendum/amendment is issued after the submission of the bid, then such Vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- 3.05 Vendors are required to complete the entire process online on or before the due date/time of closing of the tender:
- 3.06 Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- (i) Vendors are advised to log on to the website (<https://rfcl.abcprocure.com>) and arrange to register themselves at the earliest
  - (ii) The system time (IST) displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
  - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contest. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (vi) Bids/Offer shall not be permitted in e-procurement system after the due date/time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (vii) No manual bids/offers along with electronic bids/offers shall be permitted except those specifically indicated.
- 3.07 No responsibility will be taken by RFCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause.

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

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

***Tenderer's Signature & Stamp***

:3:

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

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

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

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

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

<b>E-Tender Registration</b>	
<b>Escalation Matrix for Profile Activation and DSC Verification</b>	
<b>Level – 1</b>	Mr. Harsh Dalwadi Phone No. 63532 17080, Email ID: <a href="mailto:Harsh.dalwadi@abcprocure.com">Harsh.dalwadi@abcprocure.com</a> <a href="mailto:info@abcprocure.com">info@abcprocure.com</a> ; <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
<b>Level – 2</b>	Mr. Himalay Vaishnav Phone No. 90990 90830, Email ID: <a href="mailto:himalay@abcprocure.com">himalay@abcprocure.com</a>
<b>Escalation Matrix for E-Tender submission related queries</b>	
<b>Level – 1</b>	Support Team Email ID: <a href="mailto:support@abcprocure.com">support@abcprocure.com</a> ; <a href="mailto:info@abcprocure.com">info@abcprocure.com</a> Phone No. 95108 12960 / 95108 12971 / 90810 00427 / 99044 06300 / 93745 19729
<b>Level – 2</b>	Mr. Sujith Nair Phone No. 99044 07199, Email ID: <a href="mailto:sujith@eptl.in">sujith@eptl.in</a>
<b>Level – 3</b>	Mr. Dharam Rathod, Phone No. 93745 19754, Email ID: <a href="mailto:dharam@eptl.in">dharam@eptl.in</a>
<b>Office Hours</b>	Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday - Holiday

- 4.00 No oral, email, telephone, telegraphic tenders or tenders submitted in hard copies/physical form will be entertained.
- 5.00 **Minimum System Requirement & Required doing System Settings: (Mandatory)**  
Before participating in e-Tender, Tenderers shall have to ensure that they have the system with the following minimum requirements with system settings.

**Minimum Requirement: (Mandatory)**

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

***Tenderer's Signature & Stamp***

- **Digital Certificate:**

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

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

- 6.00 Vendors are advised to change the initial Login Password provided by our Service Provider immediately on first login. Vendor shall not disclose their User ID as well as Password and other material information relating to the bidding to any one and safeguard its secrecy
- 7.00 It is the entire responsibility of the vendors to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.
- 8.00 All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
- 9.00 RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake/human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
- 10.00 For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
- 11.00 **Tender Schedule:**  
The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, and subsequent clarification/amendment in schedule etc. shall be available on the above-mentioned website against this tender. Tender Schedule is as under:

<i>Sr.No.</i>	<i>Tender Stage</i>	<i>Date &amp; Time</i>
1.	Start Tender Document Download	<b>26-06-2023, 17:01 Hrs.</b>
2.	End Tender Document Download	<b>08-07-2023, 14:00 Hrs.</b>
3.	Due/Last date of submission Bids	<b>08-07-2023, 15:00 Hrs.</b>
4.	Start Date and Time for opening of Part-I Tender (Unpriced Techno-Commercial Bids)	<b>08-07-2023, 15:01 Hrs. &amp; onwards</b>
5.	Opening Price Bids	<b>Will be intimated to those Bidders only whose Bids are found meeting eligibility criteria and technically and commercially acceptable by RFCL</b>

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

- 12.00 The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually.

***Tenderer's Signature & Stamp***

- 13.00 During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
- 14.00 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents before proceeding for preparation of Online Bid.
- 15.00 No amendment to the bid would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.

16.00 **Tender Opening:**

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

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

18.00 **System failures and remedial measures thereof/course of action to be followed**

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

1	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.

19.00 **Required Quantity:**

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

20.00 **Earnest Money Deposit:**

Tenderers must submit Earnest Money Deposit of **Rs. 1,00,000.00 (Rupees One Lakh only)**. EMD shall be submitted as under:-

- Direct remittance in RFCL's Account through RTGS/NEFT (Bank A/c details of RFCL are given at Clause No. 10.00 of Terms and Conditions (Annexure-III))
- Bank Guarantee from any Nationalized/Scheduled Bank except Rural/Co-operative Banks in RFCL's format.

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

21.00 **Security Deposit:**

Successful Bidder shall furnish Security Deposit equivalent to 10% of Order Value for the faithful and proper fulfillment of the contract by way of E-Transfer in RFCL's Bank Account through RTGS/NEFT or Bank Guarantee from any Nationalized/Scheduled Bank except Rural/ Co-operative bank in RFCL's format. The Bank Guarantee should be valid for a period covering Delivery Period plus Claim Period of three months.

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

*Tenderer's Signature & Stamp*

:6:

- 23.00 The contract shall be finalized on 'total delivered cost' basis
- 24.00 RFCL reserves the right to negotiate with the lowest bidder at its sole option. In such case, the negotiations shall be held with the lowest bidder only at RFCL Site, Ramagundam and prior intimation shall be given by RFCL to such bidder.
- 25.00 RFCL reserves the right to reject or accept any tender without giving any reason.
- 26.00 **Name & Address of the Consignee/Unit:**  
Manager )Materials(,  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam – 505210,  
Dist: Peddapalli, Telangana State
- 27.00 **GST Particulars:**  
GSTIN of Ramagundam is: **36AAHCR2335P1ZY**

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

For & On Behalf Of  
**Ramagundam Fertilizers and Chemicals Limited**

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

**Tenderer's Signature & Stamp**





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

**Annexure-I**

**Tender No. RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210**

**Dated: 26-June-2023**

**List of Items and their Technical Specifications**

S.No.	RFCL Item Code	Item Description	UM	Quantity Required
1.	412000001	<b>High Tenacity Polypropylene Multifilament Twisted Bag Closing Thread with Heat Set as per following Specifications</b> <b>Denier: 1680 D <math>\pm</math> 5%</b> <b>Construction: 840 Denier x 2 Ply</b> <b>Elongation: 22-26%</b> <b>KGF Strength: 9 to 9.5 kgf (Breaking Force)</b> <b>GPD: 5.5 to 5.8 GPD (Breaking Tenacity)</b> <b>Colour: Green</b> <b>Bobbin: Cylindrical Ben-doze</b> <b>Packing Size: Approx. 800 gms. to 1 Kg in Jumbo Cardboard Cones with Plastic Disc Insertion</b>	<b>KG</b>	<b>44,000.00</b> <b>(Forty Four Thousand Kilograms only)</b>

**Special Notes:**

1. In the event of placement of Order, Supplier shall supply the material duly packed as elaborated hereunder:-
  - a. Packing of each cone in anti-tough, off shrink-wrap with logo printed on the film for identification
  - b. Jumbo Cardboard shall be left empty by about one inch length from top and bottom and top empty space shall be laminated
  - c. The material shall be packed in compartment type hard cardboard boxes in single stacking in such a way that it does not get damaged / pressed during transit and boxes shall be covered with gunny wrapper. If due to poor packing, the material gets damaged / pressed during transit, the same shall be replaced by the Supplier

Tenderers shall confirm their compliance/acceptance of above conditions

***Tenderer's Signature & Stamp***



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

**Annexure-II**

**Tender No. RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210 Dated: 26-June-2023**

**Bidder's Qualification Criteria**

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

***Tenderer's Signature & Stamp***

:2:

S.No.	Conditions	Documents required (To be submitted along with Technical Bid)	Tenderer's Confirmation/ Comments
2.	<p>The Bidder shall submit documentary evidence with respect to experience of having successfully completed/ executed at least <b>One Order having Order Value of Rs. 93,66,280/- and Quantity: 44 MT</b> during the last two years</p> <p><b>Note:</b> The last 2 years shall be counted from last date of the preceding month in which tender has been issued</p>	<p>i. Documentary evidence (relevant P.O and copies of Invoices or Delivery Orders) should be enclosed from respective Customer(s)</p> <p>ii. The contact details of Customer(s) may be mentioned in order to verify the antecedents.</p>	
3.	<p>The <b>Minimum Annual Financial Turnover shall not be less than Rs. 93,66,280/-</b> in at least one of the immediate three preceding financial years as on the date of issuance of this Tender/ Enquiry</p> <p><b>Note:</b> i. In case financial year closing date is within 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years (Example, In case, audited annual report of immediate preceding financial year (year ending 31<sup>st</sup> March) is not available and where enquiry issue date is up to 31<sup>st</sup> December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31<sup>st</sup> December, it is compulsory to submit the financial details of the immediate three preceding financial years only)</p>	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years i.e. 2022-23, 2021-22 and 2021-20</p> <p>*Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director or not having any interest in the bidder's company)</p>	

*Tenderer's Signature & Stamp*

S.No.	Conditions	Documents required (To be submitted along with Technical Bid)	Tenderer's Confirmation/ Comments
	<p>ii. In case Bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor / chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited</p> <p>iii. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company/ Chartered Accountants of the Bidder certifying that separate annual report of the Bidder is not prepared and audited</p>		
4	The net worth of the bidders should be positive for the Financial Year 2022-23 ending 31 <sup>st</sup> March 2023.	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or director or not having any interest in the bidder's company)</p>	
5.	Bidder should have minimum Working Capital of <b>Rs. 9,36,628/-</b> as per Audited Financial result of FY 2022-23 ("Working Capital should be current assets minus current liabilities")	<p>Copy of audited balance sheet for the financial year ending 31<sup>st</sup> March 2023 should be submitted</p> <p>Or,</p> <p>Requisite document issued either from any Indian Scheduled Bank (except Co-Operative Bank and Gramin Bank) for availability of unutilized fund based line of credit for at least of Rs. 9,36,628/- as on preceding month in which tender has been issued</p>	

**Tenderer's Signature & Stamp**

:4:

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

*Tenderer's Signature & Stamp*



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

**Annexure-III**

**Tender No. RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210 Dated: 26-June-2023**

**SPECIAL TERMS & CONDITIONS**

- 1.00 The Specifications of the Bag closing PP Thread required by us are enclosed at **Annexure-I**
- 2.00 **Rates have to be quoted on FOR DESTINATION BASIS and strictly as per proforma given in the attached Annexure-IV of this Tender Document.**
- 3.00 Quoted rates including Transportation Charges shall remain firm during the validity period of Purchase Order except for the variation in statutory levies. The increase in statutory levies, if any, shall be borne by RFCL provided the supplies are as per schedule. However, in case of decrease in statutory levies, if any, the payment shall be made on actual basis.
- 4.00 **RFCL, at its sole option, shall have the right to place Purchase Orders on one or more suppliers for supply of PP Thread depending on the cost economics and other factors such as maintaining continuity of supplies etc.**
- 5.00 **Submission of Tenders**
  - 5.01 Tenders will be submitted online on our E-Tender Portal <https://rfcl.abcprocure.com>. No oral, telephonic, telegraphic tenders or tenders submitted in hard copies/ physical form will be entertained.
  - 5.02 All tenders should be submitted online digitally signed and sealed by using digital certificate.
  - 5.03 Tenderers are requested to scrutinize the terms and condition of this tender thoroughly along with the General Terms and condition etc. as given in tender documents.
  - 5.04 No amendment to the tender would be admissible under any circumstances, whatsoever after the closing date and time of receipt of tenders.
  - 5.05 THE RATES QUOTED MUST BE PER KG BASIS
  - 5.06 THE TENDERERS MUST SUBMIT/UPLOAD ONLINE, ONE SET OF TENDER DOCUMENTS DULY DIGITALLY SIGNED BY USING DIGITAL CERTIFICATES IN TOKEN OF ACCEPTANCE OF ALL THE TENDER CONDITIONS ALONGWITH THEIR TECHNO-COMMERCIAL BID FAILING WHICH THEIR TENDER MAY NOT BE CONSIDERED.
- 6.00 **Compensation for submission of Tenders:**

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

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

***Tenderer's Signature & Stamp***

**8.00 Acceptance/Rejection of Bids:**

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

**9.00 Validity of Tenders:**

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

**10.00 Earnest Money:**

**10.01 Tenders must be accompanied by Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only). EMD can be submitted in the form of:-**

- i. E-Transfer in RFCL's Bank A/c through RTGS/NEFT. RFCL's Bank A/c Details are as under:-

- a. Beneficiary Name: **Ramagundam Fertilizers and Chemicals Limited**
- b. Bank Name: **State Bank of India**
- c. Branch Name: **RFCL BRANCH (61777)**
- d. Bank A/c No.: **36727029257**
- e. IFSC Code: **SBIN0061777**

**Note:** Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to Email IDs: [ksundar.rfcl@gmail.com](mailto:ksundar.rfcl@gmail.com) ; [pvarshney@rfcl.co.in](mailto:pvarshney@rfcl.co.in) for proper accounting of deposited amount

**Or**

- ii. Crossed Demand Draft drawn in favour of Ramagundam Fertilizers and Chemicals Limited issued by any Scheduled Bank payable at State Bank of India, RFCL Branch (Code: 61777), RFCL Township, Ramagundam, Dist. Peddapalli, Telangana (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

**or**

- i. Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format (see Annexure-VIII). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

**Note: Cheques will not be accepted in any case**

**10.02** EMD in physical form must be submitted directly to RFCL by the Tenderer so as to reach us before opening of Tender.

**10.03** Tenders without Earnest Money Deposit may be liable to be rejected. In case of submission of EMD by way of DD or Bank Guarantee, it should be ensured by the Tenderers that the original DD/Bank Guarantee is received by RFCL before opening time of Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online by the vendors.

**10.04** Earnest Money shall be forfeited at the sole discretion of RFCL, in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order or changes any of the conditions of the tender or changes the rates and/or terms and conditions of the tender within validity period.

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

**Tenderer's Signature & Stamp**

- 10.06 Earnest Money of the successful tenderer shall be returned on submission of Security Deposit.
- 10.07 No interest will be paid on the Earnest Money Deposit of either the successful tenderer(s) or unsuccessful tenderer(s).
- 10.08 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders/Dealers/Distributors/Stockists/Wholesalers are not entitled for exemption of EMD.

Bidders shall submit the following documents in support of claiming exemption of EMD:

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

**11.00 Security Deposit:**

- 11.01 Security Deposit will be paid by every successful tenderer irrespective of the fact that whether he is registered as MSE/SSI etc. The Security Deposit to be furnished by the successful tenderer for the faithful and proper fulfillment of the contract shall be 10% (Ten Percent) of the basic value of the Purchase Order.
- 11.02 The Security Deposit for the entire order value will be deposited by the Supplier with the F&A Dept. of RFCL, Ramagundam. In case of default, the entire S.D. shall be liable for forfeiture under Purchase Order.
- 11.03 A period of 10 days for depositing security money direct to RFCL, Ramagundam will be allowed.
- 11.04 The Supplier have the option to submit Security Deposit through Bank Guarantee. The tenderer shall furnish a Bank Guarantee from any of the Scheduled Bank excluding Gramin/Cooperative Bank in the form specified by RFCL against Security Deposit for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 6 months after the expiry of the contract. **The Bank Guarantee should be submitted by Bankers directly to RFCL, Ramagundam in a sealed cover and not through supplier. The party shall also arrange confirmation of Bank Guarantee (including all amendments) by their issuing bank through SFMS mode directly to "State Bank of India, Commercial Branch, 70, The Great Eastern Centre, Nehru Place, New Delhi - 110019 (Branch Code:04298), RTGS/IFSC Code: SBIN0004298, Swift Code: SBININBB824"**
- 11.05 The security deposit shall be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. RFCL shall have the sole discretion to 'Call in' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 11.06 The above deposit shall be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.

*Tenderer's Signature & Stamp*



- 11.07 In the event of any breach of any terms and conditions of the contract, RFCL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer shall make good the value of Bank Guarantee/Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- 11.08 The amount so drawn shall not in any way effect any remedy to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing hereupon.
- 11.09 In the event of the forfeiture of whole or part of the security deposit, the tenderer shall deposit further sum/sums with the Finance Department of RFCL, Ramagundam Site so as to maintain the full security amount deposit as per clause 8.01.
- 11.10 The security deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by RFCL. It shall be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the security deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.
- 11.11 The security deposit shall not carry any interest.
- 12.00 **MSMED Declaration:**
- a) In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006 and any further clarification / Amendment thereof, please indicate the relevant category in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities. Please also indicate whether the MSMEs owned by SC/ST Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned.
  - b) Relaxations to Indian bidders shall be given as stipulated in the 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India.
  - c) However, RFCL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.
- 13.00 **Clear Understanding:**  
When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No extra payment will be made on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
- 14.00 **Award of Contract**  
Award of contract is at the sole and absolute discretion of Ramagundam Fertilizers & Chemicals Ltd, which shall not be disputed. Purchase Order issued on the basis of this tender will be called the contract.
- 15.00 The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other term & condition that might have been indicated in the tender submitted by the tenderer.
- 16.00 **Period of Contract:**  
The Purchase Orders for RFCL, Ramagundam Unit will remain in force for a period of 12 months. RFCL at its sole option may extend the validity of order(s) for a further period of Three months.

*Tenderer's Signature & Stamp*

**17.00 Estimated Quantity:**

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

RFCL UNIT	Required Quantity
Ramagundam	44,000 kgs

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

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

**18.00 Dividing the quantities between Suppliers:**

PP Thread is vital input required for maintaining dispatches of the products in uninterrupted manner without causing any constraints on the production of our Plants, Ramagundam Fertilizers & Chemicals Ltd reserves the right to bifurcate **the total quantity required at our RAMAGUNDAM Unit in 60:40 ratio** to multiple suppliers which will be distributed amongst the tenderers in fair, just and equitable manner at sole and unfettered discretion of RFCL. Vendors have to quote FOR destination price for our Ramagundam Unit. The above indicated percentage however can change at the sole option of RFCL depending on the actual requirement.

**For distribution of order quantity among the successful vendors as above, priority shall be given in accordance with the hierarchy of Price Bids.**

**19.00 Deliveries:**

Material shall be supplied on *'As and when required'* basis, as per Delivery Schedule to be intimated by the Plant of RFCL. For this purpose, RFCL Unit shall issue Delivery Orders indicating the quantity, the delivery period and the Price Re-fixation Letter. The Delivery Period shall be within 30 days from the date of issue of Delivery Order with Price Re-fixation Letter by Email/Fax

**20.00 Payment Terms:**

Payment terms shall be 100% within 30 days of receipt and acceptance of material at site through RTGS/NEFT (Refer Clause No. 16 of General Terms & Conditions of NIT (Annexure V). Processing of payment is subject to submission of bills by the Supplier for the supplies made as per delivery schedule.

The documents which shall be enclosed while submitting Invoices are as under:

1.	GST Compliant Invoice	Original + 2 Copies
2.	Test Certificate	Original
3.	Consignee Copy of GR/LR	Original

Payment shall be subject to applicable GST TDS

In case 'Security Deposit' is not submitted by the supplier then payment will be released after deducting equivalent amount of Security Deposit from their Invoice(s)

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

**21.00 GST**

The bidder / supplier shall provide a proper invoice in the form and manner prescribed under relevant section of GST Act. Bidder/Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy

**Tenderer's Signature & Stamp**

of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable RFCL to claim input tax credit set off, rebate or refund in relations to payment of GST.

**22.00 Variation in Weighment**

- i. Weighment at Weighbridge / Weighing Scale of RFCL shall be final and binding on the Supplier.
- ii. Weighbridge / Weighing Scale tolerance for shortages observed in weight up to 0.5% (Half Percent) will be allowed. No recovery shall be effected for shortage limited to the above.
- iii. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities

**23.00 Price Reduction Schedule (PRS) for delay in delivery:**

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

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

**24.00 Acceptance and Rejection of material**

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

**Testing Procedure of PP Thread Lots at RFCL Laboratory**

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

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

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

- a) To refer for Re-testing done from 3<sup>rd</sup> Party Laboratory at RFCL's option.  
OR
- b) To get the testing done in the presence of party's representative in RFCL's laboratory free of Cost.

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

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

**Tenderer's Signature & Stamp**

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

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

**25.00 Price Escalation/Descalation Formula**

The price of PP Thread quoted by Tenderers will be subject to Escalation / De-escalation as per formula given below. In case of Increase / Decrease in Granule Prices, the escalation / de-escalation formula shall be applicable while calculating the impact of increase / decrease in PP Rates.

- a. Basic price of **H350FG** grade PP granule shall be taken as basis for calculation of escalation / de-escalation Considering fact that cost of PP Granule constitutes 60% of the Total Cost of finished PP Thread.
- b. Only basic prices of PP granules Grade H350FG of M/s. Reliance Industries will be taken into account for the purpose of working out escalation /descalation. It is fully clarified that "taxes including GST on granules" if any, freight and any other charges leviable will not be taken into account while working out escalation/descalation. **The basic prices of H350FG granules as on 26-June-2023 @Hyderabad Depot (RIL-Hazira, PP Pricing Policy, Annexure-II) Price Rs 94,170.00 Per MT** will form the basis for working future Escalation/De-escalation and should be considered by the bidders for submitting their bids.

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

- c. For executing supplies as per terms & conditions of NIT, DOs will be issued on the party as per RFCL's requirement. The Escalation/De-escalation in price of finished PP Thread for the DO quantity will be worked out on the basis of basic prices of raw material as on the date of issue of DO.

The increase /decrease in the raw material prices as per Escalation/De-escalation clause will be clubbed with the ordered price as per P.O. These prices will remain firm for entire DO quantity except for 'd' below.

- d. In case of reduction of prices of PP granule announced by Reliance after the scheduled date of completion of supplies against a particular DO is over, RFCL will pay to the suppliers on the de-escalated price for the remaining / yet to be supplied quantities against the DO. For this purpose, the lowest price of PP Thread based on the de-escalated prices of granules applicable after scheduled date of completion till date of actual supplies of a particular lot shall be considered and the DO rate or the above de-escalated rate whichever is lower, shall be payable to supplier for the particular lot which is delayed. No increase in rates on any account over and above the rate fixed for DO shall be payable after the Schedule date of completion as per D.O.

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

***Tenderer's Signature & Stamp***

:8:

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

- i. Increase of Rs. 10/- per kg in the price of H350FG grade granules, the price for PP Bag Closing Thread will increase as under:-

PP Thread per kg: Landed Price + [10 x Constituent of PP Granule] =  
Rs. \_\_\_\_ /kg

Taking constituent of PP Granule in PP Thread @60%

Suppose landed rate per kg is Rs. X and increase in basic rate of PP Granule over the notified prices of 20.08.2015 = Rs. 1,000 PMT or Re. 1/- per kg, then

Revised Prices of PP Thread per Kg = Rs. X + [1 x 0.60]  
= X + 0.60  
= Rs. (X + 0.60) Pkg

- ii. Similarly, for decrease the applicable prices on above rates shall be  
= X - 0.60  
= Rs. (X - 0.60) Pkg

26.00 Transit Insurance, Transportation and Deduction of Statutory Levies from Transporters

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


26.02 Supplier at his own cost will arrange transit Insurance.

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

27.00 The supplier shall indemnify and legally protect RFCL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract. If the RFCL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, RFCL shall be entitled to recover the said amount from any security or other guarantee available with the RFCL under the contract.

28.00 The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

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

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

*Tenderer's Signature & Stamp*



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

**Annexure-IV**

**Tender No. RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210 Dated: 26-June-2023**

**Specific Terms and Conditions on which Tenderer's confirmation is required**

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

S.No.	Description	RFCL Requirement as per NIT	Tenderers' Comments/ Confirmation
1	Scope of Work	Supply of High Tenacity Polypropylene Multifilament Twisted bag closing Thread with Heat Set as per specifications as mentioned in Annexure-I	
2	Eligibility Criteria	Tenderer must ensure that all the relevant documents as stipulated in Annexure-I for Eligibility Criteria have been submitted/uploaded with the Bid. Offers received without proper/valid documents may be liable for rejection	
3	Criteria for acceptance and rejection of material	The material will be supplied confirming the quality assurance from Supplier as per the specifications provided by RFCL. Manufacturer's Own Test certificate shall be forwarded along with the invoice immediately after dispatch of lots. Immediately after receipt of material, the material will be sampled and tested as per the procedures enumerated at S. No. 24.00 of Special Terms and Conditions (Annexure-III). Tenderers shall confirm their acceptance of the Criteria for acceptance, testing procedures and rejection of material explained at S. No. 24.00 of Annexure-III	
4	Escalation/ Descalation in PP Granule Prices	The price of PP Thread quoted by Tenderers will be subject to Escalation / De-escalation as per formula given in Clause No. 25.00 of Annexure-II. In case of Increase / Decrease in Granule Prices, escalation/ de-escalation formula shall be applicable while calculating the impact of increase / decrease in PP Rates. For Details, refer Clause No. 25.00 of Special Terms and Conditions (Annexure-III)	
5	Price Basis	Rates shall be quoted on FOR – RFCL, Ramagundam site basis indicating all the elements in the Price Bid format. Please note that any charge, unless specifically mentioned in the price bid, shall not be paid extra. Any type of charge applicable must be specifically mentioned in the price bid.	
6	Firmness of Prices	Prices shall remain FIRM subject to escalation/ de-escalation of rates as per Clause 25.00 of Special Terms and Conditions (Annexure-III) till completion of supplies except variations on account of statutory levies against documentary evidence. No escalation will be allowed due to any increase in statutory duties/levies in case an extension is sought by the Supplier beyond stipulated delivery period.	

**Tenderer's Signature & Stamp**

:2:

S.No.	Description	RFCL Requirement as per NIT	Tenderers' Comments/ Confirmation
7	Variation in Quantity	Quantity indicated in Annexure-I (i.e. 44,000.00 kgs) is our estimated requirement, which may vary at the time of ordering at the sole discretion of RFCL. RFCL, however, does not guarantee for the placement of order for any minimum quantity. Further, in the event of order, actual quantity may increase/decrease by 10% at the sole option of RFCL	
8	Bifurcation of Tendered Quantity	PP Thread is vital input required for maintaining dispatches of the products in uninterrupted manner without causing any constraints on the production of our Plants, Ramagundam Fertilizers & Chemicals Ltd reserves the right to bifurcate <b>the total quantity required at our RAMAGUNDAM Unit in 60:40 ratio</b> to multiple suppliers which will be distributed amongst the tenderers in fair, just and equitable manner at sole and unfettered discretion of RFCL. Vendors have to quote FOR destination price for our Ramagundam Unit. The above indicated percentage however can change at the sole option of RFCL depending on the actual requirement. <b>For distribution of order quantity among the successful vendors as above, priority shall be given in accordance with the hierarchy of Price Bids.</b>	
9	Earnest Money Deposit	Tenderer must submit EMD of Rs. 1,00,000.00 (Rupees One Lakh only) as explained in Clause No. 10.00 of Special Terms and Conditions (Annexure-III). Bidders shall indicate the details of DD/BG here. (Scanned copy of DD/BG to be uploaded). If exemption is sought being Registered Units with NSIC or Micro or Small Enterprises under MSMED Act, please upload scanned copy of valid Registration Certificate issued by appropriate authorities	
10	Security Deposit	Successful Tenderers will have to furnish Security Deposit equivalent to 10% of Order Value for the faithful and proper fulfilment of the contract as per Clause No. 11.00 of Special Terms and Conditions (Annexure-III). Tenderers shall confirm their acceptance for the same	
11	Acceptance of Part Order / Part Quantity	RFCL shall have the right to vary the quantities, split and place the order on more than one supplier wherever considered necessary without any liability of any kind whatsoever and such Part Orders shall be acceptable to the Tenderers.	
12	Delivery in staggered manner	Deliveries shall be made in staggered manner on the basis of Delivery Orders issued by RFCL from time to time. The Delivery Period shall be within 30 days from the date of issue of Delivery Order with price Re-fixation Letter by Email/Fax.	

*Tenderer's Signature & Stamp*

S.No.	Description	RFCL Requirement as per NIT	Tenderers' Comments/ Confirmation
13	Packing of material	<p>a. Packing of each cone in antis tough, off shrink-wrap with logo printed on the film for identification</p> <p>b. Jumbo Cardboard should be left empty by about one inch length from top and bottom and top empty space should be laminated</p> <p>c. The material shall be packed in compartment type hard cardboard boxes in single stacking in such a way that it does not get damaged / pressed during transit and boxes shall be covered with gunny wrapper. If due to poor packing, the material gets damaged / pressed during transit, the same shall be replaced by you</p>	
14	Payment Terms	30 Days (As per Clause No. 20.00 of Special Terms and Conditions of NIT (Annexure-VI))	
15	Offer Validity	The Offer must be valid for acceptance for 120 days from Tender Opening Date/Due Date (As per Clause No. 02 of General Terms and Conditions of Notice Inviting Tender – Annexure-VI)	
16	Price Reduction Schedule	Shall be as per Clause No. 23.00 of Special Terms and Conditions of NIT (Annexure-VI)	
17	Packing	While dispatching the stores ordered, it will be the sole responsibility of the Supplier to sufficiently and properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein	
18	Transit Insurance	In Supplier's Scope. Refer Clause 26.00 of Special Terms and Conditions (Annexure-VI)	
19	HSN Code	HSN Code in respect of offered items must be mentioned invariably in their bid by the Tenderers	
20	Variation in weight	<p>i. Weighment at Weighbridge/Weighing Scale of RFCL shall be final and binding on the Supplier.</p> <p>ii. Weighbridge / Weighing Scale tolerance for shortages observed in weight up to 0.5% (Half Percent) will be allowed. No recovery shall be effected for shortage limited to the above.</p> <p>iii. In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities</p>	
21	MSME Status	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-VIII	

**Tenderer's Signature & Stamp**



S.No.	Description	RFCL Requirement as per NIT	Tenderers' Comments/ Confirmation
22	Compensation for submission of Tenders	Tenderers shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though RFCL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.	
23	Uploading of Tender Documents	Tenderers must submit/upload online, one set of our tender documents duly digitally signed by using digital certificates in token of acceptance of all the tender conditions along with their techno-commercial bid, failing which their tender may not be considered.	
24	Clear understanding	When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about the requirements and terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.	
25	Award of Contract	Award of contract will be made at the sole and absolute discretion of Ramagundam Fertilizers and Chemicals Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.	
26	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.	
27	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.	
28	Force Majeure	Shall be as per Clause No. 27.00 of General Terms and Conditions of NIT (Annexure-VI)	
29	Dispute Resolution	Shall be as per Clause No. 30.00 of General Terms and Conditions of NIT (Annexure-VI)	
30	Jurisdiction	This Agreement (Tender) shall be construed and governed in accordance with the laws of India. All disputes pertaining to this Tender shall be subject to the exclusive jurisdiction of courts at Ramagundam, Peddapalli district of Telangana State.	

*Tenderer's Signature & Stamp*

:5:

S.No.	Description	RFCL Requirement as per NIT	Tenderers' Comments/ Confirmation
31.1	Relationship	It shall be certified by the Tenderers that none of RFCL employee is related to Owners/ Directors of their Company/Firm (In case any relative is working in RFCL, furnish details separately)	
31.2	*	It shall be certified by the Tenderers that none of RFCL's ex-employee is employed in their Company/Firm (In case any ex-employee of RFCL is employed, furnish details separately)	
31.3	*	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	

*Tenderer's Signature & Stamp*



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

**Annexure-V**

**NIT No. RFCLR/MM/PUR/2023-24/CUP230111/E-Tender ID: 55210 Dated: 26-June-2023**

**Price Bid format**

S.No.	Item Description	UM	Quantity Required	Unit Price per KG (Rs.)	Total Amount (Rs.)	P&F Charges (%)	Freight Charges up to RFCL, Ramagundam (%)	Sub Total	SGST (%)	CGST (%)	IGST (%)	Total Delivered Cost (FOR – RFCL, RDM) (Rs.)
1.	<b>High Tenacity Polypropylene Multifilament Twisted bag closing Thread with Heat Set as per following Specifications</b>  Denier: 1680 D (+/- 5%) Construction: 840 Denier x 2 Ply Elongation: 22-26% KGF Strength: 9 to 9.5 kgs (Breaking Force) GPD: 5.5 to 5.8 GPD (Breaking Tenacity) Colour: Green Bobbin: Cylindrical_Ben-doze Packing Size: Approx. 800 gms to 1 Kg in jumbo card board cones with plastic Disc insertion	KG	44,000.00 (Forty Four Thousand Kilograms only)									

**Notes:**

1. Rates are to be quoted on FOR – RFCL, Ramagundam basis.
2. Transit Insurance shall be in Supplier's scope

*Tenderer's Signature & Stamp*

:2:

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

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

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

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

***Tenderer's Signature & Stamp***



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

**Annexure-VI**

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

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

**Tenderer's Signature & Stamp**

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

***Tenderer's Signature & Stamp***

No escalation/ revision will be allowed due to any increase in duties/levies in case of extension in delivery period sought by the supplier beyond contractual delivery period.

18. Order/s can be split at the sole discretion of RFCL and part order shall be acceptable to the tenderers.

19. **Inspection**

RFCL shall not carryout pre-dispatch inspection at supplier premises unless otherwise stated in the Purchase Order. Inspection shall be made at RFCL, Ramagundam and decision of RFCL's Officer be final. If any item found defective/damaged, the same shall be replaced free of cost and in such case freight charges etc. shall be borne by the supplier. If it is found that the materials supplied are not as per RFCL order specifications or received in damaged condition, RFCL shall be the sole judge entitled to reject the materials.

20. **Guarantee/Warranty**

The supplier will take full responsibility for the satisfactory performance of the equipment/ item from the date of supply or commissioning at RFCL, as applicable. Supplier will provide warranty for the supplied items against manufacturing defects/poor workmanship as per Scope of Work/Special Terms and Conditions of the tender document. Tenderer is to specify the OEM Warranty on each item. In case of supplier not confirmed warranty of products, supplier will warranty the supplied items against manufacturing defects/poor workmanship for a period of 18 months from the date of supply or 12 months from date of commissioning whichever is earlier and supplier will submit Warranty Certificate to this effect along with dispatch documents Tenderer.

However, Defects, damages reported during guarantee/warranty period shall be attended & rectified within 2 weeks from the date of intimation.

21. If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Service Engineer/s for technical supervision during installation. The charges for the same are to be included in the quoted price.

22. The material must be securely packed before dispatch so as to avoid any damage during transit. In case of dispatch of material, consignment shall be consigned to 'RFCL, Ramagundam and not on 'SELF' basis. Each packing/bundle/item must be prominently marked with Order No. and packing No. The equipment/items should be dispatched by road through associated transporter on Door Delivery basis. The freight charges are to be included in the quoted prices. The transit insurance of the consignments should be arranged by the supplier covering all transit risks up to the destination RFCL. The insurance charges are to be included in the quoted prices. All goods shall be consigned to Officer- In-Charge (Stores), RFCL. Any expenditure and or demurrage incurred in respect or wrong consignment of goods by road shall be recovered from the supplier.

23. Withdrawal of the quotation by the tenderer within offer validity period after tender opening will entail to EMD forfeit and/or delisting.

24. If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) delay the tendering process (or)resorts to canvassing/rigging/ influencing the tendering process, RFCL reserves the right to debar such tenderers from participation in the present/future tenders up to a period of 2 years.

25. **Independent Contract**

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

26. **Non-Assignability of Contract**

The successful Tenderer shall not transfer or assign the contract or any part of it without obtaining the written permission of RFCL in advance. In the event of the successful tenderer's transferring or assigning the contract or any part thereof without such

*Tenderer's Signature & Stamp*

permission, RFCL shall be entitled to cancel the contract and to purchase the goods elsewhere. Successful Tenderer shall be liable to the RFCL for any loss or damage which RFCL may sustain in consequence or arising out of such purchases.

Even in case RFCL permits transferring or assigning the contract or any part of it, it shall not create any contractual obligation between RFCL and the person or party to whom the purchase order has been transferred or assigned and shall hold the Tenderer responsible for satisfactory and due & proper fulfillment of the contract.

27. **Force Majeure**

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

28. **Confidentiality**

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

29. **Indemnity**

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

30. **Dispute Resolution**

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

On failure of the amicable resolution/settlement as above, the dispute/s shall be referred/ adjudicated through Arbitration under/in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the State of Telangana and the State of Andhra Pradesh Rules 2015" as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflict with Indian Laws, same shall be governed by Arbitration & Conciliation Act 1996 as amended or modified or re-enacted from time to time.

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

The language of Arbitration shall be English

*Tenderer's Signature & Stamp*



:5:

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

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

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

31. **Jurisdiction**

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

\*\*\*\*\*

*Tenderer's Signature & Stamp*

## Tenderer Details

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

*Tenderer's Signature & Stamp*

:2:

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

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

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

***Tenderer's Signature & Stamp***



## Ramagundam Fertilizers & Chemicals Limited

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

Site Office: Fertilizer City, Ramagundam – 505 210

Dist. Peddapalli, Telangana

### Annexure-VIII

#### **Benefits available to Micro, Small Enterprises**

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

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

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

#### **b) Purchase Preference for MSE:**

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 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% and 3% out of this 20% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe and Women Entrepreneurs respectively. In the case of an SC/ST or Women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% and 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSEs (including SC/ST owned and Women owned) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

***Tenderer's Signature & Stamp***

:2:

In case that two or more MSEs are within the L1+15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. Where the MSE is SC/ST/Women owned, they shall be exclusively awarded a share of 4% and 3% of the above 20% in addition to equally sharing the balance part with other non-SC/ST MSEs.

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

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

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

**Notes:**

1. As per MSMED Act, Traders, Authorized Dealer/Agencies are not eligible for EMD waiver
2. Similarly, Medium Enterprises are also not eligible for EMD waiver
3. MSMED Act does not exempt any category of MSE Vendor from furnishing Security Deposit and Performance Guarantee Sum. Therefore, all Vendors irrespective of their MSE status shall have to furnish Security Deposit and Performance Guarantee sum in the event of placement of Order

***Tenderer's Signature & Stamp***

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

In consideration of **Ramagundam Fertilizers and Chemicals Limited** having its Registered Office at **Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi - 110003** )hereinafter called '**RFCL**' which expression shall unless repugnant to the subject or context includes its successors and assigns( having agreed to exempt \_\_\_\_\_ )hereinafter called '**the said Tenderer**)s(' which expression shall unless repugnant to the subject or context includes his successors and assigns( from the demand under the terms and conditions of Tender Ref. No. \_\_\_\_\_ for \_\_\_\_\_ hereinafter called "the said Tender" of such Bid Security Deposit for the due fulfilment by the said tenderer)s( of the terms and conditions contained in the said tender \_\_\_\_\_ for \_\_\_\_\_ on production of Bank guarantee for Rs. \_\_\_\_\_ )Rupees \_\_\_\_\_ only(.

1. We, the \_\_\_\_\_ Bank hereinafter referred to as 'the Bank' do hereby undertake to pay to RFCL an amount not exceeding Rs. \_\_\_\_\_ )Rupees \_\_\_\_\_ only( against any loss or damage caused to or suffered by RFCL by reason of any breach by the said tenderer)s( of any of the terms and conditions contained in the said tender )the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.
2. We \_\_\_\_\_ the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely or a demand from 'RFCL' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'RFCL' by reason of any breach by the said tenderer)s( of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ )Rupees \_\_\_\_\_ only(.
3. We \_\_\_\_\_ the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the 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 \_\_\_\_\_ the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of 'RFCL' in writing.

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

CORPORATE SEAL

FOR BANK

*Tenderer's Signature & Stamp*

**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 **Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi -110003**, 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 fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice.

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

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of \_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of commissioning / erection / completion certificate, the BANK GUARANTEE FOR SECURITY DEPOSIT shall become null and void.
3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee shall effect discharge of the liability of the Bank.

*Tenderer's Signature & Stamp*

:2:

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)

***Tenderer's Signature & Stamp***