



**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint venture company of NFL, EIL & FCIL)  
**Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana**



## **Ramagundam Fertilizers & Chemicals Limited**

(A Joint venture company of NFL, EIL & FCIL)  
**Site Office: Fertilizer City, Ramagundam-505210,**  
**Dist- Peddapalli, Telangana**

**BIDS ARE INVITED**  
**FOR**  
**SUPPLY OF IS LICENSE FREE WALKIE TALKIES**

**GeM Bid.No: GEM/2025/B/7241177**

**Feb-2026**



**Procurement through Government e-Marketplace (GeM)**

**NOTICE INVITING TENDER (NIT)**

Dear Sir,

**Ramagundam Fertilizers and Chemicals Limited (RFCL)** was incorporated on 17th Feb 2015 for setting up Gas based Urea manufacturing plant at Ramagundam in Peddapalli district of the Indian state of Telangana with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant. RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL). RFCL intends to purchase subject materials for its Plant located at Ramagundam (Telangana). You are invited to participate through GeM portal.

**1. Bids Are Invited for Supply of IS License Free Walkie Talkies:**

<b>GeM Bid No.</b>	GEM/2025/B/7241177
<b>RFCL NIT Ref No.</b>	RFCL/2025-26/RM/Elec/60000084/280
<b>Date</b>	16.02.2026

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

1) Mr. Binayabrata Mahapatra Senior Manager (Materials) RFCL, Fertilizers City, Ramagundam Landline: 08728-237023. Email:binayabrata.mahapatra@rfcl.co.in	2) Mrs. Ramya Mekala, Deputy Manager (Materials), RFCL, Fertilizers City, Ramagundam Landline: 08728-237087 Email:ramya.mekala@rfcl.co.in
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**2. Name & Address of Consignee:**

**Dy Manager (Stores),**  
**Ramagundam Fertilizers and Chemicals Limited (RFCL),**  
Fertilizers City – 505210.  
Ramagundam (Mandal), Peddapalli (District),  
Telangana state, India.  
**E-Mail:** store.rfcl@rfcl.co.in; praveen.kumar@rfcl.co.in;

**3. GST No:**

<b>Unit</b>	<b>GST NO.</b>
Ramagundam, Telangana	36AAHCR2335P1ZY

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

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

**Ramya M**  
**DM (Materials)**



## **ANNEXURES**

Tender Ref.No: RFCL/2025-26/RM/Elec/60000084/280

<b>Sr. No.</b>	<b>Annexures</b>	<b>Particulars</b>
1	Annexure- I	List of Items, Technical Descriptions & Specifications
2	Annexure-II	Special Terms & Conditions
3	Annexure- III	Tenderer Details
4	Annexure- IV	Benefits to Micro and Small Enterprises (MSEs)
5	Annexure- V	BG Format for EMD
6	Annexure-VI	BG Format for SD-cum-PBG
7	Annexure-VII	LOCAL CONTENT DECLARATION-MII

**List of Items, Technical Descriptions & Specifications for**  
**“SUPPLY OF IS LICENSE FREE WALKIE TALKIES”**

Sr. No.	SAP Item Code	NAME OF THE ITEM	REQ QTY & UOM	Tenderer's confirmation & Offered make & model
1	CM030000000001771	Intrinsically safe License Free walkie with standard accessories. Offered make and model should be equivalent or better than Entel Make Model: Entel DX446E UHF Model required: IS License Free (Acceptable Make: Entel, Motorola, Kenwood and equivalent makes; Chinese makes are not acceptable )	80 No	

Sr. No.	RFCL Requirement	(Tenderers to Comment/Confirm)
1	<p><b><u>Technical Specifications:</u></b></p> <p><b>Frequency band:</b> UHF (446–446.2 MHz) License Free</p> <p><b>Type:</b> Flame proof/Intrinsically safe</p> <p><b>Open range:</b> Minimum 2 Km</p> <p><b>Channels / Zones :</b> 16/1</p> <p><b>Channel Spacing :</b> 12.5 kHz/6.25 kHz</p> <p><b>Frequency Stability:</b> ±0.5 ppm</p> <p><b>RF Output Power :</b> 0.5 Watts</p> <p><b>Dust &amp;Water Protection:</b> IP68</p> <p><b>Audio Distortion :</b> &lt; 5%</p> <p><b>Hum and Noise :</b> &gt; -40dB</p> <p><b>Intermodulation Response:</b> &gt;68dB</p> <p><b>Operating Temperature:</b> -20° to +55°C</p> <p><b>Battery:</b> 2200mAh Li-ion</p> <p><b>Frequency Stability:</b> ±0.5ppm</p> <p><b>Battery Endurance:</b> (5/5/90 duty cycle @ 0.5W) Analogue 25 hours Digital 26 hours</p> <p><b>Accessories:</b> Battery, Charger, Carrying case, Belt Clip, Antenna and User guide etc.</p> <p><b>Warranty:</b> Two years</p> <p><b>Note:</b> All the specifications mentioned above are minimum criteria. Equipment that does not meet the above criteria shall be rejected and better versions are always acceptable.</p>	<p>Tenderer's confirmation</p> <p>-----</p>



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2	<b><u>Scope of Work</u></b>	
2.1	<b>Site survey:</b> Vendors are encouraged to conduct site survey (RFCL, Ramagundam) before the supply of equipment to check the range. Equipment that does not meet the range criteria will be rejected	Tenderer's confirmation  -----
2.2	<b>Supply:</b> Vendor has to supply Intrinsically Safe (IS) License free walkie Talkies with all accessories mentioned above and required certificates.	Tenderer's confirmation  -----
2.3	<b>Commissioning:</b> Product programming & customisation as per RFCL requirement and demonstration after receipt of material at site	Tenderer's confirmation  -----
3	<b><u>Certificates</u></b>	
3.1	Equipment Type Approval (ETA) of the manufacturer obtained from the Wireless Planning and Coordination Wing (WPC Wing) for the specific model offered against RFCL NIT	Tenderer's confirmation  -----
3.2	Intrinsically Safe Certification from Government of India Certification Body like PESO, ATEX	Tenderer's confirmation  -----
3.3	Providing any other certificates requires as per Laws for operating these Walkies in Chemical industry should be in the scope of Bidder	Tenderer's confirmation  -----



**Tender Ref. No:** RFCL/2025-26/RM/Elec/60000084/280

**SPECIAL TERMS & CONDITIONS**

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

S. No	Terms and Conditions	Tenderer's Confirmation
1	<b><u>SCOPE OF WORK:</u></b> <b>Supply of Intrinsically safe License Free walkies with standard accessories as per Specifications mentioned at item Specification sheet, on delivered basis to RFCL site, Ramagundam.</b>	Tenderer's confirmation .....
2	<b><u>Delivery Period:</u></b> Supplier has to deliver the material at RFCL Site, Ramagundam within <b>15 days</b> from the date of issuance Purchase Order.	Tenderer's confirmation .....
3	<b><u>DELIVERY TERMS:</u></b> Supplier must deliver the material at RFCL Site, Ramagundam on door delivery basis (including P&F, GST, Freight, and Insurance up to RFCL Site, Ramagundam).	Tenderer's confirmation .....
4	<b><u>PAYMENT TERMS:</u></b> Payment terms will be Governed as per GeM GTCC.	Tenderer's confirmation .....
5	<b><u>LIQUIDATED DAMAGES (LD):</u></b> LD Clause will be Governed as per GeM GTCC.	Tenderer's confirmation .....
6	<b><u>OFFER VALIDITY:</u></b> The offer must be valid for acceptance for <b>120 days</b> from Tender Opening date/Due date.	Tenderer's confirmation .....
7	<b><u>SUBMISSION OF TENDERS:</u></b> Bids are invited under Two Part bid system. Tenderers must submit both "Technical" and "Commercial" Bids in electronic form. The tenders duly accompanied with bids, offered product catalogue / all necessary documents (As applicable) should be submitted Online Thorough GeM Portal within the Bid Closing Date and time stipulated in the Tender. All letters/ Correspondence are addressed to: <b>Senior Manager (Materials) I/c,</b> Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam - 505210, Dist-Peddapalli, Telangana.	Tenderer's confirmation .....
8	The tenderer shall quote price strictly in accordance with the terms and conditions of tender document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.	Tenderer's confirmation .....
9	<b><u>Warranty Period:</u></b> Minimum Two Years operation warranty is required. Supplier shall submit Warranty Certificate to this effect along with supply/dispatch documents, at No Extra cost to RFCL.	Tenderer's confirmation .....
10	Complete Catalogue/Literature as applicable, if any, should be sent along with the quotation.	Tenderer's confirmation .....
11	<b><u>Packing:</u></b> The Material must be Securely Packed before dispatch so as to avoid any damage during transit.	Tenderer's confirmation .....
12	<b><u>Bid Rejection Criteria:</u></b> The Bid shall conform generally to the specifications and terms & conditions given in the NIT Document. Bids may be rejected on following points at the discretion of RFCL: 1. Any Deviations w.r.t submission of EMD or MSME Certificate or equivalent (If applicable). 2. Any Deviations w.r.t Delivery Terms: Prices to be quoted on FOR, RFCL Ramagundam basis. 3. Any Deviations w.r.t Payment Terms: Advance payment or any other payment terms	Tenderer's confirmation .....

	<p>not Accepted.</p> <ol style="list-style-type: none"> <li>Any Deviations w.r.t LD (Liquidated Damages) Clause: No Deviations is acceptable.</li> <li>Any Deviations w.r.t Bid Validity: Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing.</li> <li>Any Deviations w.r.t Warranty / Guarantee clause (if Applicable) is not acceptable.</li> <li>Any Deviations w.r.t SD-cum-PBG Clause is not acceptable.</li> <li>Tenderers must quote rates in accordance with the price schedule outlined in PRICEBID format. Prices/Rates should be quoted in Indian Rupees and must be maintained in the "PRICEBID format" only. The rates quoted in the "PRICEBID" format will only be considered and prices submitted in any other format/form/document/mode shall lead to rejection of bid.</li> </ol>	
13	<p>The bids after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below.</p> <p><b>i) TECHNICAL EVALUATION:</b> Technical bids of all participating tenderes shall be evaluated considering Technical specifications mentioned at (Annexure-I) of NIT.</p> <p><b>ii) PRICE EVALUATION:</b> Price bids of only those tenderes shall be opened who qualifies Technical bid evaluation as mentioned above and based on the following:</p> <p>Evaluation of bids shall be done on <u>Itemwise</u> on landed value at RFCL site, Ramagundam basis including GST, Packing &amp; Forwarding, Insurance &amp; Freight and all charges leviable to RFCL upto RFCL site. Incase of any deviations, RFCL reserves right for Loading Factors while evaluation of lowest Tenderer. RFCL at its sole discretion may vary quantities, if so, required at the time of PO placement. Please confirm your acceptance to order placement for part quantities also.</p>	<p>Tenderer's confirmation</p> <p>-----</p>
14	<p>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-IV.</p>	<p>Tenderer's confirmation</p> <p>-----</p>
15	<p><b>EARNEST MONEY DEPOSIT (EMD):</b></p> <p><b>Tenderers must submit Earnest Money Deposit of Rs. <u>50,000/-</u> (Rupees Fifty Thousand Only).</b></p> <p>The tenderers will have the option to submit the EMD either in the form of a Crossed Demand Draft favouring Ramagundam Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagundam (under this option the details of DD No. &amp; Date, amount, bankers name etc has to be submitted in relevant field/column of online module) or through online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Guarantee Format of EMD-BG as per <b>Annexure-V</b>. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should be received by RFCL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.</p> <p>The details of the transaction with UTR No to be submitted along with technical bid for verification.</p> <p>RFCL's Bank details for RTGS/NEFT are as follows: <b>Beneficiary Name : Ramagundam Fertilizers and Chemicals Limited</b></p>	<p>Tenderer's confirmation</p> <p>-----</p>

	<p><b>Bank name : State Bank of India</b>  <b>Branch Name : RFCL BRANCH (61777)</b>  <b>Bank A/c no. : 36727029257</b>  <b>IFSC Code : SBIN0061777</b></p> <p>Earnest Money Deposit will not bear any interest.</p> <p><b>Note:</b> Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG details immediately to <a href="mailto:binayabrata.mahapatra@rfcl.co.in">binayabrata.mahapatra@rfcl.co.in</a> and <a href="mailto:ramya.mekala@rfcl.co.in">ramya.mekala@rfcl.co.in</a></p> <p>Earnest money shall be forfeited at the sole discretion of RFCL in case tenderer after intimation from RFCL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.</p>	
16	<p><b>Security Deposit-cum-Performance Bank Guarantee (SD-cum-PBG):</b>          Successful Tenderers shall be required to submit SD-cum-PBG for purchase order value Rs. 10 Lakhs and above. No SD-cum-PBG shall be required for purchase order value less than Rs. 10 Lakhs.</p> <ul style="list-style-type: none"> <li>(a) Successful Tenderer, for faithful performance of the contract, will furnish Security Deposit-cum-Performance Bank Guarantee within 10 days of issue of Purchase Order. The SD-cum-PBG will be <b>@ 5% of Basic Order value</b>. The same shall be valid for a period covering the Delivery Period + Guarantee/Warranty Period + 3 Month's Claim Period.</li> <li>(b) If SD-cum-PBG is made in the form of Crossed A/c Demand Draft in favour of Ramagundam Fertilizers And Chemicals Limited payable at Ramagundam. <b>D.D. payable at locations other than above will not be accepted.</b></li> <li>(c) The tenderer will also have the option to furnish SD-cum-PBG by way of Bank Guarantee from any of the Scheduled Indian Banks excluding Rural and Co-operative Banks, in the prescribed format (as per <b>Annexure-VI</b> enclosed).</li> <li>(d) <b>Cheques will not be accepted in any case.</b></li> <li>(e) The SD-cum-PBG will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.</li> <li>(f) The above SD-cum-PBG will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD-cum-PBG either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD-cum-PBG to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.</li> <li>(g) The amount so drawn will not in any way effect any remedy, to which RFCL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.</li> <li>(h) In the event of the forfeiture of whole or part of the SD-cum-PBG, the tenderer will deposit further sum /sums, so as to maintain the full SD-cum-PBG amount as mentioned above.</li> <li>(i) The SD-cum-PBG will be refunded after complete execution of contract. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD-cum-PBG or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.</li> <li>(j) The SD-cum-PBG amount will not bear any interest.</li> </ul>	<p align="right">Tenderer's confirmation</p> <p align="right">-----</p>

17	During the validity period of the offer, the extension of validity of Bank Guarantee submitted towards the EMD will be arranged and provided by the tenderer in case the same is desired by RFCL.	Tenderer's confirmation -----
18	All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of the tenderer to comply with requirements of RFCL within stipulated time may make the offers as unresponsive & shall entitle RFCL to proceed further with the remaining tenders.	Tenderer's confirmation -----
19	The tenderers must submit/upload online, one set of the tender document duly digitally signed by using digital certificates in token of acceptance of all the tender conditions alongwith their techno- commercial bid failing which their tender may not be considered.	Tenderer's confirmation -----
20	Tenderers should ensure that the tender documents /offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non- acceptance of orders placed based on the offers submitted by tenderer on their letter head; will not be allowed on the ground that offer was not signed by authorized person.	Tenderer's confirmation -----
21	Tenderers shall give self certification on their letterhead that they have not been blacklisted by any govt dept/Public Sector Undertaking/Co-operative Unit. Offer of such blacklisted Tenderers shall not be considered.	Tenderer's confirmation -----
22	<b>OEM Authorization/Dealership Certificate:</b> Incase the bidder is not the OEM, Bidder shall submit a copy of valid OEM Authorization/Dealership Certificate along with Bid.	Tenderer's confirmation -----
23	Self-Certification under Preference to Make in India Policy / MSE(Annexure-VII)	Tenderer's confirmation -----
24	<b>MSE/ MII Puchase Preference:</b> Party may declare the option of Purchase preference for MSE/ MII. Verification of local content (Prevails from time to time as per GEM): The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.	Tenderer's confirmation -----
25	<b><u>Transit Insurance:</u></b> Transit insurance shall be in the scope of vendor.	Tenderer's confirmation -----
26	<b><u>Force Majeure:</u></b> Shall be Governed as per GeM GTCC.	Tenderer's confirmation -----
27	<b><u>Resolution of Disputes:</u></b> Shall be Governed as per GeM GTCC.	Tenderer's confirmation -----
28	<b><u>Jurisdiction:</u></b> Shall be Governed as per GeM GTCC.	Tenderer's confirmation -----

**ANNEXURE-III**

**TENDERER DETAILS**

Sr.	Description							
1.	Name of Company/Firm							
2.	Legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. Specify)							
3.	Trade Name of the Company/Firm							
4.	Registration Number of Firm/Company							
5.	Complete Registered/Branch Address							
6.	Name of Proprietor/Partners/Directors							
7.	Contact/Authorized Person name and Designation							
8.	Land line Tel No							
9.	Mobile number							
10.	Email Id							
11.	PAN No. to be intimated along with Documentary Proof thereof.							
12.	GST Registration No. with Documentary Proof.							
13.	HSN/SAC No.							
14.	If the Tenderer is registered as Micro/Small/Medium Enterprises 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 &amp; Year should be prior to bid submission due date.</b>							
15.	<b>Bank Account Details:</b>							
	Name of Beneficiary/Account holder							
	Complete Bank Account No:							
	Account type (SB/Current/CC/OD) Pl. Specify							
	Name of Bank and Branch Address:							
	IFSC Code:							
16.	If a Tenderer has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Tenderer must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	<b>YES / NO (If Yes, give the following details)</b> <table border="1"> <tr> <th>Name &amp; Designation of the Employee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> <tr> <td></td><td></td><td></td></tr> </table>	Name & Designation of the Employee	Place of Posting	Relation with the Employee			
Name & Designation of the Employee	Place of Posting	Relation with the Employee						
17.	Other information if any							

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

**Name, Seal & Signature of  
Authorised Signatory**

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

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

**Reservation of Specific items for Procurement from Micro & Small Enterprises (MSEs)**

To enable wider dispersal of enterprises in the country, particularly in rural areas, the Central Government Ministries or Departments or Public Sector Undertakings shall continue to procure items reserved for procurement exclusively from MSE (present 358 (three hundred and fifty-eight) items including eight items of Handicrafts) from Micro and Small Enterprises, which have been reserved for exclusive purchase from them. The latest list may be seen from the website of Ministry of MSME<sup>1</sup>. Ministry of MSME has clarified that the laminated paper Gr. I, II & II are NIT covered under the paper conversion product (Sl. No. 202) of the Public Procurement Policy<sup>2</sup>. For locating the sources of such reserved items, NSIC may be contacted.

**Public Procurement Policy for Micro and Small Enterprises (MSEs):**

- i) From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises, and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website<sup>3</sup>.
- ii) Micro and Small Enterprises (MSE) registered under Udyam Registration are eligible to avail the benefits under the policy.
- iii) The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/PSUs.

- 1) To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit (EMD), and adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications.

"However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities"

- 2) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.
- 3) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total tendered value. The 25 (twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 4) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement Earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women owned by SC/ ST entrepreneurs:
  - a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
  - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;



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- c) In case of Private Limited Companies. at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- iv) If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- v) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- vi) To develop MSE vendors to achieve their targets for MSEs procurement, Central Government Ministries / Departments / PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:
  - a) Special Vendor Development Programmes / Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
  - b) Outreach programmes will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation: and
  - c) NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
  - d) A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated / implemented by the NSIC under this Ministry.
- vii) Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- viii) This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors sole agent/ Works Contract are excluded from the purview of the policy.
- ix) **Exemptions from the policy:** Given their unique nature, Defence armament imports shall not be included in computing 25(twenty-five) per cent goal for Ministry of Defence.



**BID SECURITY (EMD) FORMAT**

**DRAFT OF BANK GUARANTEE FOR EMD**

In consideration of ramagundam fertilizers and chemical limited (rfcl), having its registered office at **Scope complex, core no-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, 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 tenderer' of such bid security deposit for the due fulfilment by the said tenderer(s) of the terms and conditions contained in the said tender \_\_\_\_\_ for \_\_\_\_\_ on production of bank guarantee for rs. \_\_\_\_\_ (rupees /usd \_\_\_\_\_ only).

1. We \_\_\_\_\_ bank hereinafter referred to as 'the bank' do hereby undertake to pay to rfcl an amount not exceeding rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by 'rfcl' reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender (the decision of the company as to any such breach having been committed and loss suffered shall be binding on us.

2. We \_\_\_\_\_ bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from 'rfcl' stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by 'rfcl' by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ (rs \_\_\_\_\_ only).

3. We \_\_\_\_\_ bank further agree that the tee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of rfcl under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of rfcl certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

4. We \_\_\_\_\_ bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of 'rfcl' in writing. Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

Corporate seal

for bank.



**SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT**

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

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_ between \_\_\_\_\_ a bank incorporated and having its registered office at \_\_\_\_\_ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and **RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**, a company registered in India under Companies Act, 2013 and having its registered office at **SCOPE COMPLEX, CORE NO-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-cum-Performance Bank Guarantee for Rs. \_\_\_\_\_.

Contractor accordingly agrees to furnish the Security cum performance Bank Guarantee 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 Security Deposit cum-Performance Bank Guarantee have been observed or not shall be final and binding on the bank. In any case, however the Bank's responsibility under this Security Deposit-cum Performance Bank Guarantee is limited to Rs. \_\_\_\_\_.

2. This Security Deposit-cum-Performance Bank Guarantee 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 Security Deposit-cum-Performance Bank Guarantee shall become null and void.

3. This Security Deposit-cum-Performance Bank Guarantee 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 CMM-08 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.



**Ramagundam Fertilizers & Chemicals Limited**  
(A Joint venture company of NFL, EIL & FCIL)  
**Site Office: Fertilizers City, Ramagundam-505210, Dist:- Peddapalli, Telangana**

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

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

6. The Security Deposit-cum-Performance Bank Guarantee 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)



**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**(On Letter Head of Bidder)**

**IN RESPECT OF BID / TENDER No. ....**

**ISSUED BY: (Name of Firm):.....**

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 ☐ (applicable for MSE manufacturers)

2) PPP MII 2017 ☐ (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:



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

Tender Item Sr No	Local content calculated as above %	Location of local value addition(Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

**SIGNATURE: DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**