## 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 at its Plant located at Ramagundam (Telangana). You are invited to participate through GeM portal.

| **Subject: Supply of spares for 2X2000 KVA Perkins DG Sets.** | |
|---|---|
| **GeM Bid No.** | **GEM/2026/B/8206257** |
| **RFCL NIT Ref No.** | **RFCL/2026-27/DS/Mech/20000673/172** |
| **Date** | 02.11.2026 |

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:

**Ramagundam Fertilizers And Chemicals Ltd**

| | |
|---|---|
| Mr. Binayabrata Mahapatra,<br>Senior Manager (Materials) I/c<br>RFCL, Fertlizers City, Ramagundam<br>Mob No: 08728-237023<br>Email:<br>binayabrata.mahapatra@rfcl.co.in | Mr. Durgesh Kumar Sharma<br>Deputy Manager (Materials),<br>RFCL, Fertilizers City,<br>Ramagundam<br>Mob No: 08728-237089<br>E mail: durgesh.sharma@rfcl.co.in |

1. **Name & Addresse & Address of Consignee:**

Dy. Manager (Stores),
Ramagundam Fertilizers and Chemicals Limited (RFCL),
Fertilizers City – 505210.
Ramagundam (Mandal), Peddapalli (District),
Telangana state, India.
Mob No: 08728-237094
E-Mail: **store.rfcl@rfcl.co.in, praveen.kumar@rfcl.co.in**

2. **GST Nos.:**

| **Unit** | **GST NO.** |
|---|---|
| Ramagundam, Telangana | 36AAHCR2335P1ZY |

3. In the event of any contradiction between General Terms & Conditions and Special Terms enclosed with this NIT, the latter shall prevail. All General, Commercial and Financial terms and conditions shall be as per GeM Policy if not specified in our tender document.

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

02.11.26

**Binayabrata Mahapatra**
**SM (Materials)-I/c**

BINAYABRATA MAHAPATRA
Senior Manager (Materials) I/C
Ramagundam Fertilizers and Chemicals Limited
(A Joint Venture Company of NFL, EIL & FCIL)

## ANNEXURES

| Sr. No. | Annexures | Particulars |
|---|---|---|
| 1. | Annexure- I | List of Items |
| 2. | Annexure- II | Special Terms & Conditions |
| 3. | Annexure- III | Tenderer Details |
| 4. | Annexure- IV | Declaration of Land Border format |
| 5. | Annexure- V | Local Content Declaration format |
| ~~6.~~ | ~~Annexure- VI~~ | ~~PRICE BID~~ |
| 7. | Annexure- VII | BG Format for EMD |
| 8. | Annexure- VIII | BG Format for SD |

**Annexure- I**

## List of Items

| Sr. No. | Item Code | Item Description | UOM | Qty | Offered Make (Tenderer to Specify) | Offered Model (Tenderer to Specify) | Remarks |
|---|---|---|---|---|---|---|---|
| **Note: These spares are Perkins Make only no other make is acceptable.** | | | | | | | |
| 1. | RMC0407101862P001 | OIL FILTER ,PART NO-4324909 | NOS | 12 | | | |
| 2. | RMC0407101862P002 | FUEL FILTER ,PART NO-4759205 | NOS | 4 | | | |
| 3. | RMC0407101862P003 | BREATHER INSERTS ,PART NO-522/37 | NOS | 8 | | | |
| 4. | RMC0407101862P004 | JOINTS ,PART NO-331/275 | NOS | 4 | | | |
| 5. | RMC0407101862P005 | FILTER ELEMENT 40 LPM,PART NO-1210-1040 | NOS | 2 | | | |
| 6. | RMC0407101862P006 | LID GASKET 40 LPM ,PART NO-1210-1038 | NOS | 2 | | | |
| 7. | RMC0407101862P007 | ENGINE OIL 210 LTR BARREL ,PN-14160006T | NOS | 3 | | | |
| 8. | RMC0407101862P008 | AUTO SUPRA COOLANT BARREL ,PN-175453 | L | 630 | | | |
| 9. | RMC0407101862P009 | GASKET TAPPET COVER ,PART NO-SE478F | NOS | 32 | | | |
| 10. | RMC0407101862P010 | AIR FILTER ,PART NO-4526544 | NOS | 8 | | | |
| 11. | RMC0407101862P011 | CH ALTERNATOR BELT ,PART NO-541/398 | NOS | 2 | | | |
| 12. | RMC0407101862P012 | COOLANT HOSE 75 MM ,PART NO-1210-2075 | NOS | 3 | | | |
| 13. | RMC0407101862P013 | T-BOLT CLAMP 75 MM ,PART NO-1210-2079 | NOS | 24 | | | |

**Annexure- II**

## SPECIAL TERMS & CONDITIONS

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

| Sr. No | Terms and Conditions | Tenderer's Confirmation |
|---|---|---|
| 1) | **SCOPE OF WORK: Supply of spares for 2X2000 KVA Perkins DG Sets** up to RFCL, Ramagundam on FOR Basis as per specifications at **Annexure-I**. | |
| 2) | **Price Basis:** FOR up to RFCL Ramagundam basis (i.e. Including P&F, Freight, Insurance & GST). | |
| 3) | **Guarantee/Warranty:** 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/put to use whichever is earlier **or as per OEM standard**. Certificate to be submitted along with the supply of material at no extra cost to RFCL.<br><br>However, Defects, damages reported during guarantee/warrantee period shall be attended & rectified within 2 weeks from the date of intimation | |
| 4) | **Evaluation Criteria:**<br><br>1. Bids are invited under **Single 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 uploaded in GEM Portal.<br>2. Evaluation of the price bids shall be on **overall basis** and work shall be awarded to L-1 bidder. | |
| 5) | **PACKING:** Materials must be properly packed to avoid damage during transit & storage. | |
| 6) | **RESTRICTION CERTIFICATION ON PROCUREMENT:** Kindly submit the Certificate of Compliance along with quotation (If Applicable) vide Govt. Office Memorandum Dated: 23.07.2020 & 08.02.2021. | |
| 7) | **MSE/ MII Puchase Preference:** Party may declare the option of Purchase preference for MSE/ MII.<br>Verification of local content (Prevails from time to time as per GEM):<br>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.<br><br>**As per ANNEXURE-V to be filled & signed & stamped.** | |
| 8) | **Note: All General, Commercial and Financial terms and conditions shall be as per GeM Policy if not specified in our tender document.** | |
| 9) | Material shall be supplied from the fresh lot | |
| 10) | Complete Catalogue/Literature as applicable, if any, should be sent along with the quotation. | |
| 11) | Signing of Tender/ATC documents: Bidders may ensure that tender documents are submitted by an appropriate authority of the company on GeM. Withdrawal of offer / non acceptance of orders placed based on offers submitted by bidders on their letter head; will not be allowed on the grounds that offer was not signed by authorized person | |
| 12) | The tenderers must submit/upload online, one set of this NIT/Bid document [Buyer Uploaded ATC document] duly filled and digitally signed by using digital certificates OR signed & stamped as token of acceptance of all the tender conditions along with their techno-commercial bid failing which their tender may not be considered. | |

| | | |
|---|---|---|
| 13) | The tenderer shall quote price strictly in accordance with the terms & conditions of ATC document. GEM GTC clause will prevail in case of any ambiguity of Terms & Conditions. | |
| 14) | **COMMON IP ADDRESSES:**<br>Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation and the same to be confirmed. | |
| 15) | All information sought by RFCL during tender evaluation shall be provided within the time set outin 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. | |
| 16) | **INTERCHANGEABILITY CERTIFICATES:** Party shall provide Interchangeability certificates for the supplied items along with supply. | |
| 17) | Bidder shall submit copy of PO issued by any PSU/other company for the same/similar item along with offer/bid. | |
| 18) | Bidder shall submit published price list of spares from OEM along with offer/bid. | |
| 19) | **EARNEST MONEY DEPOSIT (EMD)** –<br>As applicable in Gem Portal (No loading shall be applicable for EMD)<br><br>**Tenderers must submit Earnest Money Deposit of Rs. 15,000/- (Rupees Fifteen Thousand Only).**<br><br>The details of the transaction with UTR No to be submitted along with technical bid for verification.<br><br>RFCL's Bank details for RTGS/NEFT are as follows:<br><br>**Beneficiary Name : Ramagundam Fertilizers and Chemicals Limited**<br>**Bank name : State Bank of India**<br>**Branch Name : RFCL BRANCH (61777)**<br>**Bank A/c no. : 36727029257**<br>**IFSC Code : SBIN0061777**<br><br>In case of BG, Kindly arrange to send SFMS confirmation to below mentioned Bank<br><br>**Bank name : STATE BANK OF INDIA**<br>**COMMERCIAL BRANCH, NEHRU PLACE, NEW DELHI**<br>**IFSC Code : SBIN0004298**<br><br>Earnest Money Deposit will not bear any interest.<br><br>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.<br><br>**BG Format for EMD at Annexure-IX**<br>**Note:**<br>**EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. | |
| 20) | 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. | |

| | | |
|---|---|---|
| 21) | **SD-cum-PBG:**<br>Successful Tenderer, for faithful performance of the contract, will furnish Security Deposit within 10 days of issue of Purchase Order. The SD-cum-PBG will be @ 5% of Order value. The same shall be valid for a period covering the **Delivery Period + Guarantee/Warrantee Period + 3 Month's Claim Period** & As applicable in Gem Portal.<br>**BG Format for SD-CUM-PBG at Annexure-X** | |
| 22) | Successful Tenderers shall be required to submit security deposit for purchase order value Rs. 10 Lakhs and above. No security deposit shall be required for purchase order value less than Rs. 10 Lakhs. | |
| 23) | **OEM Authorisation Certificate:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. | |

**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. ***Registration month & Year should be prior to bid submission due date.*** | | | |
| 15. | **Bank Account Details:** | | | |
| | 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. | Name of Beneficiary | | | |
| 17. | 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. | **YES / NO (If Yes, give the following details)** | | |
| | | **Name & Designation of the Employee** | **Place of Posting** | **Relation with the Employee** |
| | | | | |
| 18. | 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**

**Annexure- IV**

**Model Clause Certificate: Public Procurement No. 1**
**(On Company's Letter Head)**
Tender Ref. No.: .....

To
M/s. Ramagundam Fertilizers & Chemicals Limited, Ramagundam, Telangana

**Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020**

Sir,

I.....(authorized signatory) for M/s..... have read the clause regarding restrictions on procurement from a contractor of a country which shares a land border with India. We certify that this contractor M/s.....[Vendor Name & address] is not from such a country or, if from such a country [Tick appropriate option & cut the other one], has been registered with the competent authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered [attach evidence of valid registration certificate with competent authority].

For M/s.....
Authorized Signatory

(with company seal & Name)

ANNEXURE-V

**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 thebidder.

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 inpercent."

(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:

| 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**

ANNEXURE-VII

## 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 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.

**ANNEXURE-VIII**

**BANK GUARANTEE FOR SECURITY DEPOSIT FORMAT**
**(To be prepared on Stamp paper of Rs. 500/- issued in the name of Bank)**

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

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)