



## **Ramagundam Fertilizers & Chemicals Limited**

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

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

### **NOTICE INVITING TENDER**

**BIDS ARE INVITED  
FOR  
SUPPLY OF VALVES**

**e-Tender No: 56659**

**June-2024**

**Tender Ref. No. RFCL/2024-25/AN/Mech/CMO240097/89      dated 07.06.2024**

NIT Ref. No. RFCL/2024-25/AN/Mech/CMO240097/89

Date: 07.06.2024

**SUPPLY OF VALVES**

**SPECIAL INSTRUCTIONS TO TENDERERS**

**1. Mode of Tendering:**

Ramagundam Fertilizers And Chemicals Ltd. (A Joint Venture of NFL, EIL, FCIL, HTAS, GAIL & Govt. of Telangana) has decided to procure “Valves” as per given specifications through e-tendering. The NIT will be posted on website <https://rfcl.abcprocure.com> from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

RFCL has appointed **M/s. e-Procurement Technologies Ltd, Ahmedabad** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

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

**a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-**

<p>1) Mr. Pradeep Varshney GM (Materials) RFCL, Fertilizers City, Ramagundam E mail: pvarshney@rfcl.co.in.</p>	<p>2) Mr. Ashish Negi, Assistant Manager (Materials) RFCL, Fertilizers City, Ramagundam Mob No: 7417130472 Email: ashish.negi@rfcl.co.in</p>
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**b) M/s. e-Procurement Technologies Limited**

<u>e-Tender Registration</u>				
1	Escalation matrix for Profile Activation and DSC Verification			
	Level 1	Mr. Harsh Dalwadi	6353217080	harsh.dalwadi@abcprocure.com
	Level 2	Mr. Himalay Vaishnav	9099090830	himalay@abcprocure.com
2	Escalation matrix for <u>e-Tender Submission</u> related queries			
	Level 1	Support Team	95108 12960 95108 12971 90810 00427 99044 06300 93745 19729	support@abcprocure.com
	Level 2	Mr. Sujith Nair	99044 07199	sujith@eptl.in
	Level 3	Mr. Dharam Rathod	93745 19754	dharam@eptl.in

3	<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
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2. (a) Pre-Requisites for System using e-Procurement sites:

(b) Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and Participating in e-Tenders invited by RFCL.

(c) For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission **OR** download “Bidder Manual” from <https://rfcl.abcprocure.com> website **OR** Contact us.

(d) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class III DSC)
- Vendors need to procure DSC 24 hrs prior to Registration on <https://rfcl.abcprocure.com>.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. **e-Procurement Technologies Ltd.**
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- Vendor should map the DSC with their Log-ID immediately after registration, Email Verification.

(e) Pre-Requisites for Login Credentials:

For registration on the e-tender site <https://rfcl.abcprocure.com>, one can be guided by 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 Certificate. 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 Certificate, please inform the vendor administrator [info@abcprocure.com](mailto:info@abcprocure.com), [dsc@abcprocure.com](mailto:dsc@abcprocure.com), Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.

4. 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.

5. Corrigendum/amendment, if any, shall be notified on the site <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.
6. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender
7. 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) that will be 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 eProcurement 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 (if this feature "Bid Withdraw" is enabled in e-tender event). 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 contention. 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 automail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (vi) Bids / Offers 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.
8. 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. 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.

9. 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. In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
10. 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.
11. For submitting price bid through e-Auction, the successful Pre-qualified Vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
12. It is mandatory for the vendors to use the Digital Signature Certificate in all their bidding Process. 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.

**13. 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 for Supply of Valves is:**

<b>Sr. No.</b>	<b>Tender Stage</b>	<b>Date &amp; Time</b>
1	Start Tender Document Download	<b>07.06.2024, 10:00 hrs.</b>
2	End Tender Document Download	<b>21.06.2024, 10:00 hrs.</b>
3	Due/ last date of submission Bids	<b>21.06.2024, 10:30 hrs.</b>
4	Techno-commercial Bids Opening	<b>21.06.2024, 11:00 hrs onwards</b>
5.	Price Bid Opening	<b>To be intimated Separately</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.

14. 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. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.
15. **Tender Opening:**

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



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

18. SYSTEM FAILURES AND REMEDIAL MEASURES  
THEREOF/COURSE OF ACTION TO BE FOLLOWED

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

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	including price bid have been opened reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.

19. Name & Address of Consignee:

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, mahesh@rfcl.co.in

20. GST Nos.

Unit	GST NO.
Ramagundam, Telangana	36AAHCR2335P1ZY

21. 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

**Pradeep Varshney**  
GM (Materials)

**PRADEEP VARSHNEY**  
General Manager (Materials)  
Ramagundam Fertilizers and Chemicals Limited  
Ramagundam, Dist. Peddapalli-505210, (T.S)

Tender No: RFCL/2024-25/AN/Mech/CMO240097/89

### ANNEXURES

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



**ANNEXURE-I**

**BIDDER QUALIFICATION CRITERIA**

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

S. No.	conditions	Documents Required (To be Submitted/Uploaded along with technical bid)						
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 Licence issued by Statutory authority for being a manufacturer along with ISO certificate/ GST Registration certificate / Udyog Adhaar / 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 issued 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>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>						
2	<p>The bidder shall submit documentary evidence with respect to experience of having successfully completed / executed at least one order of the following items during the last two years.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Sr. No.</th><th>Description</th><th>PO Executed Value (Incl GST)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Supply of Valves</td><td>50.52Lakh</td></tr> </tbody> </table> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>“The last 2 years shall be counted from last date of the preceding month in which tender has been Issued.”</li> </ul>	Sr. No.	Description	PO Executed Value (Incl GST)	1	Supply of Valves	50.52Lakh	<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>
Sr. No.	Description	PO Executed Value (Incl GST)						
1	Supply of Valves	50.52Lakh						
3	<p>The Minimum Annual financial turnover shall not be less than mentioned as below in any one of the immediate Three preceding financial years as on the date of issuance of this Tender/Enquiry.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Sr. No.</th><th>Description</th><th>Minimum Annual Turnover</th></tr> </thead> <tbody> <tr> <td>1</td><td>Supply of Valves</td><td>50.52 Lakh</td></tr> </tbody> </table> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>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</li> </ul>	Sr. No.	Description	Minimum Annual Turnover	1	Supply of Valves	50.52 Lakh	<p>Bidder shall submit financial standing through Audited* Balance Sheet/ Profit &amp; Loss Account for the last three financial years. <b>(FY 2021-22 &amp; 2022-23, 2023-24)</b></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>
Sr. No.	Description	Minimum Annual Turnover						
1	Supply of Valves	50.52 Lakh						



	<p>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 31st March) is not available and where enquiry issue date is up to 31st 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 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.)</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p>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 accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited.</p>							
4	<p>The net worth of the bidders should be positive for the Financial year <b>2023-24</b> ending <b>31<sup>st</sup> March'2024*</b>.</p>	<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 a director or not having any interest in the bidder's company).</p>						
5	<p>Bidder should have minimum working capital of mentioned as below as per Audited Financial result of <b>FY 2023-2024</b>.</p> <p>“Working capital should be current assets minus current liabilities.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Description</th><th>Minimum Working Capital</th></tr> </thead> <tbody> <tr> <td>1</td><td>Supply of Valves</td><td>5.052 Lakh</td></tr> </tbody> </table>	Sr. No.	Description	Minimum Working Capital	1	Supply of Valves	5.052 Lakh	<p>Copy of audited balance sheet for the Financial year <b>2023-24</b> ending <b>31<sup>st</sup> March'2024</b> 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 <b>Rs 5.052 Lakhs as per quote</b> as on preceding month in which tender has been issued.</p>
Sr. No.	Description	Minimum Working Capital						
1	Supply of Valves	5.052 Lakh						
6	<p>I. Bidder must not be <b>black listed</b> by any government department/public sector undertaking/co-operative Unit.</p> <p>II. Bidder must not be <b>delisted / on Negative List</b> by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the <b>Holiday list</b> of RFCL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>						

**ANNEXURE-II**

**List of Items**

S. No	Item Code	Description of Item	Qty	Uo M	Tenderer's Confirmation
1	723112805	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB, TRIM- 13% CR.STEEL, FLGD, 150, AWWAC207,FF/125AARH, Size: 28.00"" , WORM GEAR OPERATED	3	NO	
2	723411605	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B-16.5, WAF/125AARH, Size: 16.00"" , WORM GEAR OPERATED	4	NO	
3	723412405	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B-16.5, WAF/125AARH, Size: 24.00"" , WORM GEAR OPERATED	7	NO	
4	725110305	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 3.00 inch	35	NO	
5	725111006	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 10.00 inch	2	NO	
6	725295503	Gate Valve, API 602/ ISO 15761, BODY-ASTM A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch	15	NO	

**ANNEXURE-III**

**SPECIAL TERMS & CONDITIONS**

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

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Sr. No	Terms and Conditions	Tenderer's Confirmation
1	<b>Scope Of Work:</b> Supply of <b>Valves</b> as per the details mentioned at Annexure-II on FOR RFCL Site, Ramagundam basis.	
2	<b>Terms of Price:</b> Tenderer shall quote rates on FOR RFCL Ramagundam basis.	
3	<b>Delivery Period:</b> Supplier has to supply the material within ____ from the date of PO/LOA.	
4	<b>Payment Terms:</b> <b>30 Days</b> (As per Clause No. 16 of General Terms & Conditions – Annexure-VI).	
5	<b>PRS:</b> As per Clause No. 15 of General Terms & Conditions – Annexure-VI.	
6	<b>Offer Validity:</b> The offer must be valid for acceptance for <b>120 days</b> from Tender Opening date/Due date (As per per Clause No. 02 of General Terms & Conditions – Annexure-VI).	
7	<p><b>SUBMISSION OF TENDERS:</b></p> <p>Bids are invited under <b>Two Part bid</b> system. Tenderers must submit Bids in electronic form. The tenders duly accompanied with bids, offered product catalogue / all necessary documents (As applicable) should be submitted Online at: <a href="https://rfcl.abcpurchase.com">https://rfcl.abcpurchase.com</a> within the Bid Closing Date and time stipulated in the e-Tender. All letters/ Correspondences are addressed to:</p> <p style="text-align: center;"><b>GM (Materials)</b> Ramagundam Fertilizers and Chemicals Ltd, Fertilizer City, Ramagundam 505210, Dist-Peddapalli, Telangana.</p>	
8	<b>Guarantee:</b> supplier will guarantee/warrantee the supplied items against manufacturing defects/ poor workmanship for a period of 24 months from the date of supply or 12 months from date of commissioning whichever is earlier. Defects, damages reported during guarantee/warrantee period shall be replaced within 2 weeks from the date of intimation. A certificate in this regard shall be submitted along with supply of material.	
9	<b>Hydrostatic Test Pressure certificate:</b> Supplier will submit Hydrostatic Test Pressure Certificate along with despatch documents, as per standard API 598 of supplied valve, at No Extra cost to RFCL.	
10	<b>Materials Test Certificate (MTC):</b> Supplier will submit Materials Test Certificate (MTC) along with despatch documents, at No Extra cost to RFCL.	
11	Vendor shall ensure that QAP is as per manufacturers Standard	
12	The tenderer shall quote price strictly in accordance with the terms & conditions of tender document. Tenders with quotation of different rate for different quantities shall be rejected without any further reference.	
13	Complete Catalogue/Literature as applicable, if any, should be sent along with the quotation.	
14	The Material must be securely packed before dispatch so as to avoid any damage during transit.	
15	The Material shall be inspected and checked thoroughly at RFCL site before acceptance of the Material.	
16	<b>Bid Rejection Criteria:</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:	

	<ol style="list-style-type: none"> <li>Any Deviations w.r.t submission of EMD or MSME Certificate or equivalent (If applicable).</li> <li>Any Deviations w.r.t Delivery Terms: Prices to be quoted on FOR, RFCL Ramagundam basis.</li> <li>Any Deviations w.r.t Payment Terms: Advance payment or any other payment terms not Accepted.</li> <li>Any Deviations w.r.t PRS (Price Reduction Schedule) 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> <li>Bids received in any other form except, online digitally signed bids uploaded in RFCL's e-Tender Portal <a href="https://rfcl.abcpocure.com">https://rfcl.abcpocure.com</a>, will be summarily rejected.</li> </ol>	
17	<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 in List of items &amp; Specifications (Annexure-II) of NIT and BQC (Annexure-I).</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>	
18	<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-VII.</p>	
19	<p><b>EARNEST MONEY DEPOSIT (EMD):</b></p> <p><b>Tenderers must submit Earnest Money Deposit of Rs. <u>1,00,000/-</u> (Rupees One Lakh 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-VIII</b>. The charges,</p>	

	<p>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 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>  <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 ashish.Negi@rfcl.co.in</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>	
20	<p><b>Security Deposit (SD):</b></p> <p>(a) Successful Tenderer, for faithful performance of the contract, will furnish Security Deposit within 10 days of issue of Purchase Order. The Security Deposit will be @ 10% of Order value. The same shall be valid for a period covering the Delivery Period + 3 Month's Claim Period.</p> <p>(b) If SD is made in the form of Crossed A/c Demand Draft in favour of Ramagundam Fertilizers and Chemicals Limited payable at Ramagundam. D.D. payable at locations other than above will not be accepted.</p> <p>(c) The tenderer will also have the option to furnish SD by way of Bank Guarantee from any of the Scheduled Indian Banks excluding Rural and Co-operative Banks, in the prescribed format (as per Annexure-VII enclosed).</p> <p>(d) Cheques will not be accepted in any case.</p> <p>(e) The SD will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.</p> <p>(f) The above SD 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 either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.</p> <p>(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.</p> <p>(h) In the event of the forfeiture of whole or part of the SD, the tenderer will deposit further sum /sums, so as to maintain the full SD amount as mentioned above.</p> <p>(i) The SD will be refunded after complete execution of contract. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD or any portion</p>	

	thereof which may be due for release until such difference and dispute had been finally settled or adjusted. The SD amount will not bear any interest.	
21	All information sought by RFCL during tender evaluation shall be provided within the time set out in the communication on the subject. Failure of the tenderer to comply with requirements of RFCL within stipulated time may make the offers as unresponsive & shall entitle RFCL to proceed further with the tenders.	
22	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.	
23	The tenderers must submit/upload online, one set of the tender document duly signed as token of acceptance of all the tender conditions alongwith their techno- commercial bid failing which their tender may not be considered.	
24	The word "Standard Terms and Conditions" under Clause No: 20 of General Terms & Conditions should be read as "Special Terms and Conditions".	
25	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.	



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

**ANNEXURE - IV**

**PRICE BID**

To,

GM (Materials),  
RFCL, Ramagundam

**Sub.:** Tender for Supply of Valves

**RFCL Tender No.:** RFCL/2024-25/AN/Mech/CMO240097/89      **Dated.** 07.06.2024

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

Sr. No.	Item Code	Description of Items:	Qty	UOM	Unit Rate (₹) including P&F, Insurance & Frt up to RFCL, Ramagundam	Amount (₹) including P&F, Insurance & Frt up to RFCL, Ramagundam	GST Rate (%)	GST Amount (₹)	Total Amount (₹) All inclusive of GST, P&F, Insurance & Frt up to RFCL, Ramagundam	Total Amount all inclusive (Rs. in words)
A	B	C	D	E	F	G=D*F	H	I=G*H/100	J=G+I	K
1	723112805	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB, TRIM- 13% CR.STEEL, FLGD, 150, AWWAC207,FF/125AARH, Size: 28.00"" , WORM GEAR OPERATED	3	NO						
2	723411605	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B-16.5, WAF/125AARH, Size: 16.00"" , WORM GEAR OPERATED	4	NO						
3	723412405	"Butterfly Valve, BS EN 593, BODY-ASTM A 216 GR.WCB,TRIM- 13% CR.STEEL, WAFL, 150, B-16.5, WAF/125AARH, Size: 24.00"" , WORM GEAR OPERATED	7	NO						
4	725110305	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 3.00 inch	35	NO						
5	725111006	Gate Valve, API 600/ ISO10434, BODY-ASTM A 216,GR.WCB,TRIM-13% CR.STEEL, FLGD, 150, B-16.5, RF/125AARH, Size: 10.00 inch	2	NO						





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

6	725295503	Gate Valve, API 602/ ISO 15761, BODY-ASTM A105,TRIM_x0002_STELLITED,STEM-13%CR .STEEL, SW, 800, 3000, B-16.11, Size: 0.75 inch	15	NO						
<b>Grand Total (Rs.) (including GST, P&amp;F, Insurance &amp; Freight upto RFCL, Ramagundam):</b>										
<b>Grand Total (In Words):</b>										

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: \_\_\_\_\_

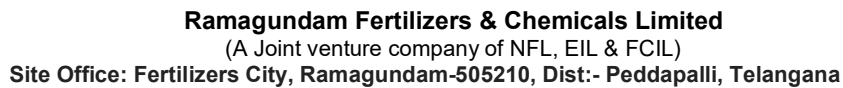
Digital Signature (or) Signature & Seal of Tenderer or  
their Authorized Representative\_\_\_\_\_

**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.	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.	<p><b>YES / NO (If Yes, give the following details)</b></p> <table border="1"> <thead> <tr> <th>Name &amp; Designation of the Employee</th><th>Place of Posting</th><th>Relation with the Employee</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </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						
18.	Other information if any							

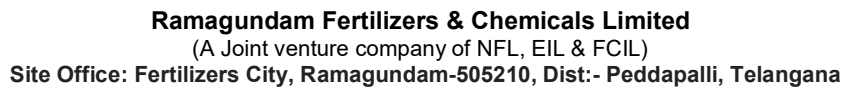
I/We are hereby confirming that the above information/details are given true and correct to the best of my/our knowledge and belief and nothing has been concealed therein. I/We also undertake to advise any future changes to the above details

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



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

- Tender No: RFCL/2024-25/AN/Mech/CMO240097/89**



**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.

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) per cent 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;
  - 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 so as 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 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.



**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 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)