

**RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED**

(A Government of India Undertaking)

Corporate Finance Department

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CIN:L24110MH1978GOI020185 website:www.rcfltd.com

DOCUMENT No. **RCF/CF/Dividend/2023-24**

BID DOCUMENT FOR**SELECTION OF BANKER FOR DISTRIBUTION OF FINAL DIVIDEND FOR THE
FINANCIAL YEAR 2023-24****(LIMITED TENDER)**

Note: This tender is issued on a limited basis and is published on the Company's web-site and CPP portal for INFORMATION only. Unsolicited bids will not be accepted in this tender.

Last Date & Time For:	
Submission of Techno Commercial Bid	23/07/2024 upto 15.00 Hrs
Date & Time of Opening of Techno Commercial Bid	23/07/2024 upto 17.00 Hrs

Contact Details:**Mrs. Mrudula Godbole**

Dy. General Manager [Corporate Finance]

9th Floor, Priyadarshini,

E.E. highway, Sion, Mumbai – 400 022

Telephone Details

Mrs. Mrudula Godbole [DGM (Corporate Finance)]	022 / 2552 3212
Mr. Rupesh Tawde [Sr. Manager (Company Secretary)]	022 / 2552 3112
Mr. Pratik Nagar [Dy. Manager (CF)]	022 / 2552 3107
Mr. Siddhesh Salvi [Officer (CF)]	022 / 2552 3211

INVITATION FOR BIDS [IFB] / REQUEST FOR QUOTATIONS [RFQ]

RCF/CF/Dividend/2023-24

July 11, 2024

Dear Sir/Madam,

**Sub: Tender for selection of Banker for opening a Final Dividend Account
with the Bank for disbursement of dividend for the FY 2023-24**

Rashtriya Chemicals and Fertilizes Limited, [RCF] is a Public Sector Undertaking regularly paying the dividend to its shareholders. The paid up capital of the Company is Rs.551.69 crore out of which 75% are held by the President of India. Presently, RCF is having approximately 2,50,000 shareholders spread all over India. M/s Link Intime India Pvt. Limited [M/s. LI IPL] is the Company's Share Transfer Agent [STA]. For the financial year 2023-24, RCF intends to pay the dividend to its shareholders through Physical Warrants/Demand Draft and also NECS/Direct payment [payment of dividend amount from Dividend Account to the Shareholders Account by way of transfer] etc.

1. **Bid Validity:** The bid should be valid for a period of **6 MONTHS** from the date of opening of the tender. Offers with less bid validity shall be rejected outright.
2. RCF invites **sealed bids** for selection of banker for opening a Dividend Account for disbursement of dividend for the FY 2023-24 **under two stage bidding system** from competent Banks meeting the Bid Evaluation Criteria as stated in detail in the later part of this RFQ/IFB.
3. **Bid Submission procedure:**

PART- I: Sealed Un-Priced Bid

This will include the following documents:

1. Tender document and corrigendum (s), if any, issued by RCF, duly signed and stamped by authorized signatories of bidder on every page.
2. This will also contain other documents required by RCF for selection of the Banker prior to opening of Priced Bid.
 - a. Bidders profile (as mentioned in Clause 9 (i))
 - b. Net worth certificate (as mentioned in clause 9(ii))
 - c. Contact details of concerned officials (as mentioned in clause 25)
 - d. List of deviations taken, if any (as mentioned in clause 26)
3. Format of price bid Document (Annexure-2) by DELETING the price quoted therein in order to ensure that the bidder has not taken any deviations in the price bid submitted
4. Any other information/details required as per Tender.

PART-II: Sealed Priced Bid

Price bid should contain only the prices, without any condition / counter condition / suggestion whatsoever. The format of price bid should be duly signed & stamped by authorized signatories. The Bidder shall have to super scribe on the envelope "Priced Bid for Payment of Dividend"

Bids complete in all respects should reach the office of Deputy General Manager [CF] at the address given above on or before the due date and time specified in the cover page of the IFB / RFQ. Bids received after the due date and time are liable to be rejected.

RCF Ltd reserves the right to accept or reject any or all tenders in full or in part without assigning any reason.

Thanking you,

Yours faithfully,
For and on behalf of
Rashtriya Chemicals and Fertilizers Limited

-sd-

Mrudula Godbole
Deputy General Manager [CF]

Instructions to the Bidder and the Terms and Conditions of the Bid

1: COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid, and RCF, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2: BID DOCUMENT

The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Invitation for Bids (IFB) together with all its attachments, if any, thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the RFQ or other bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid. **Bidder must return a copy of this document after signing each page along with the bank's round stamp as a token of confirmation of having read, understood and accepted each clause of this invitation to bid by the bidding Bank.**

3: LANGUAGE OF BID

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by bidder and RCF shall be written in English language.

4(a): DOCUMENTS COMPRISING THE BIDS- Refer Point no. 3 at page no.2

4(b): BID PRICE

The bidder shall quote from the below mentioned options **excluding GST** in the price bid format attached to this tender.

- 1. Option I - Lumpsum price, OR**
- 2. Option II- Percentage (%) of any external benchmark** on the daily float that remains with the bank in RCF dividend account for **30** days from the date of transfer of funds.

Amount of Financial Benefits proposed to be extended shall be quoted, in the attached format of the Price Bid (as mentioned in Annexure 2) by the bidder in strict compliance to the same. No changes, modifications, alterations, deletions and additions are allowed in the Price Bid format. No conditions shall be mentioned in the Price Bid format.

- The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum price.

- Amount shall be written both in Figures as well as in Words in the bid format. In the event of difference, the amount in words shall be valid and binding.
- Bidder who will offer highest additional financial benefits to RCF shall be selected. **HOWEVER, IN CASE OF NEGATIVE QUOTE OR ZERO QUOTE BY ANY OF THE BIDDER, THE SAME WILL BE REJECTED.**

5: BID CURRENCIES

Amount offered in the Price Bid Format shall be in Indian Rupees only.

6: PERIOD OF VALIDITY OF BIDS

Bid/Offer shall be kept valid for **6 months** [180 days] from the final bid due date for RCF to communicate its acceptance of the Bank's offer. A bid valid for a shorter period shall be liable for rejection as non-responsive. The bidder shall not be entitled during the said period of **6 months**, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

7: OPENING OF BIDS BY RCF

The bids [both un-priced bids and Priced Bids] need not be opened by RCF in the presence of bidders or their representatives.

8: EVALUATION OF BIDS

- RCF will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.
- Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

9: TECHNO-COMMERCIAL EVALUATION OF BIDS

Bids will be evaluated in accordance with the Bid Evaluation Criteria given below:

- (i). The Bank should have handled payment of dividend of at least one Company having a shareholder base of 1,00,000 or above, during the last 3 (Three) years, reckoned from the due date of submission of bids. In support of this, the Bidder shall submit a declaration on its letterhead **in the following format:**

Sr. No.	Year of dividend distribution	No. of Shareholders to whom dividend is distributed *	Mode of Dividend Distribution	Name of Company of which Dividend is distributed	Dividend Amount (Rs. in crore)	Name, Contact number and email id of the concerned persons of the Company of which Dividend is distributed
			NECS/Direct			
			Warrants			
			DDs			

*The breakup of the no. of shareholders mentioned above should be clearly mentioned against each mode of dividend distribution.

Insufficiency or deviation, if any, taken by the tenderer on the sharing of the above information, might lead to non-opening of the price bid of the tenderer. The management reserves the right to accept or reject the price bid at its sole discretion.

- (ii). The tenderer [i.e., the Bank] must have net-worth [paid up capital plus free reserves] of at least Rs. 1,500 crores as on 31st March, 2023 - [please attach documentary evidence].
- (iii). Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, RCF may, at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.
- (iv). Prior to the evaluation and comparison of price bids RCF will determine the substantial responsiveness of each bid to the bidding documents. For this purpose, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations.
- (v). A bid determined as substantially non-responsive will be rejected by RCF and may not subsequently be allowed by RCF to be made responsive by the bidder by correction of the non-conformity. Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of TENDERS by the Bidder: -
 - a) Period of validity
 - b) Resolution of Dispute/Arbitration
 - c) Firm Price.
 - d) Bids not confirming to technical specification/requirements (**Scope of work as per Annexure-1**) as mentioned in TENDER will be rejected.
 - e) Conditional Bids will be liable for rejection.
 - f) Bid received with Nil and Negative quotes will be rejected.
- (vi) Unsolicited bid shall not be entertained

10 : OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders only will be opened. The price bids of those bidders determined to be not substantially responsive will be rejected.

11 : COMPARISON OF BIDS

RCF will evaluate and compare bids previously determined to be substantially responsive. Comparison of Bids will be on the basis of **HIGHEST FINANCIAL BENEFIT** offered to RCF in the Price Bid format and the bidder offering highest benefit to RCF is the Bank likely to be selected by RCF for disbursement of its Dividend for the year F.Y 2023-24. The quote offered (financial benefit) shall be excluding GST amount. GST at applicable rate shall be collected on the said amount. The Company will issue a Tax invoice for financial benefit offered towards expenditure incurred along with GST.

The contract will be awarded to a single bank.

In the event more than one bidder offers the same price, then the following tie breaker criteria shall be applicable:

The bidder having disbursed larger sum of dividend in the aggregate in the previous financial year i.e. F. Y 2022-23 shall be considered.

12: AWARD CRITERIA

RCF will award the contract to the successful Bidder whose Bid has been determined responsive and have offered the Highest Financial Benefit, provided further that the Bidder is determined to be qualified to satisfactorily perform the contract.

13: RCF'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

RCF reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the RCF'S action.

14: ACCEPTANCE OF ORDER

After the successful Bidder has been notified that his Bid has been accepted, RCF will send to such bidder a Letter of Acceptance (LOA) incorporating the terms and conditions agreed between the parties. RCF will send the LOA to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to RCF, in token of acceptance of the contract.

15: INCOME TAX LIABILITY

In case of Gross Dividend Amount transferred i.e. inclusive of TDS to dividend account. Bank has to make necessary arrangements to pay TDS on dividend and submit the challan copies to company and

In case of Net Dividend amount is transferred i.e. exclusive of TDS to dividend account. The company will take care payment of TDS on its own.

16: PERIOD OF CONTRACT

The contract shall be for a period of one financial year. The Contract shall be valid for the dividends declared by the company for the financial year viz. 2023-24. However, since the tenderer shall be required to maintain the account for the statutory period of seven (7) years as provided in the Companies Act, 2013 till the unpaid / unclaimed balance is transferred to Investor Education and Protection Fund (IEPF), the term shall be (if there remains unclaimed/unpaid amount) for further period till the amount is transferred to the IEPF.

17: PENALTY CLAUSE

If the tenderer fails to render service as per the provisions of the tender/contract, then in that event depending upon the gravity of the offence/contravention, the Company has a right to take the following actions, without prejudice to any of its other rights, including the right to claim damages and other rights as may be required:

- i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- ii) For the second contravention, a monetary penalty of Rs. 25,000/- (Rupees Twenty Five Thousand only) will be imposed for each occurrence. This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Rashtriya Chemicals and Fertilizers Limited", payable at Mumbai within 7 days from the date of communication of levy of penalty.
- iii) For the third contravention, the contract is liable to be terminated and the tenderer may be debarred from the contract for a specified period, which will be decided by the Company.

18: TERMINATION OF CONTRACT:

Exit Clause – Notwithstanding anything contained in the tender terms, the tenderer shall not have any right to terminate the contract before transfer of the unpaid/ unclaimed dividend amount in the account to the Investors' Education & Protection Fund established under the provisions of the Companies Act, 2013, unless he is forced to do so under unforeseen circumstance beyond his control. However, RCF shall have its discretion to waive any of them.

The Company shall have the option to terminate the contract any time during the tenure of the contract without assigning any reasons whatsoever and/or without payment of compensation to the tenderer by giving notice of thirty (30) days, in writing to the Tenderer of its intention to do so, and the decision of the Company in this regard shall be final and binding on the Tenderer.

In the event of unsatisfactory service or failure on the part of the Tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Company, of which the Company shall be the sole judge, the Company reserves the right to forthwith terminate the contract and in case of such termination, the Company is entitled to additional expenditure estimated to be incurred by it for arranging disbursement of Dividend through some other agency and the Bank is under every obligation to pay forth with the expenses so claimed by the Company without any protest or demur. Also, the Bank will extend its best cooperation by transferring [in less than 7 working days from the date of intimation from the Company] the un-paid Dividend amount to the designated Account with some other Bank.

The Company reserves its right to terminate the contract for any reasons at its absolute discretion including, but not limited to the following –

- i) If the Tenderer is adjudicated insolvent by a Competent Court or files for insolvency or the Tenderer's company is ordered to be wound up by a Competent Court.
- ii) Tenderer commits any material breach of the terms of this contract or any other contract with the Company.
- iii) If any charge sheet is filed by the competent authority of the Government against the Tenderer or Tenderer's Company or Tenderer is convicted by a criminal court on grounds of moral turpitude.
- iv) This is in addition to the Company's right to get the unpaid Dividend lying with the Dividend paying bank to any other Bank. On receipt of such instructions, the Bidding Bank shall be obliged to comply within 7 days the instructions of RCF for transfer of unpaid amount of Dividend to the Bank specified by RCF.

It is to be clearly understood by the Tenderer that if a charge sheet is filed or any action is taken against the tenderer by any competent authority of the Government against the Tenderer, the Tenderer is obliged to notify the Company within 7 (seven) days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to the Tenderer for services rendered after the date of filing of the charge sheet.

In case any change takes place in the proprietorship or partnership of tenderer's firm or in case of merger or amalgamation, the Company should be intimated immediately of such changes failing which all payments will be withheld and the Company may terminate the contract as may be deemed necessary in view of changed / altered scenario.

19: EMPLOYMENT OF WORKERS

It has to be clearly understood by the tenderer that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the tenderer to perform the contract if awarded, shall be the employees of the tenderer and the tenderer alone shall be liable to pay the wages and all other payments as may be due to the workers and the Company shall in no way be liable for the same. The tenderer shall also comply with all the provisions under the laws of the land pertaining to his/their workers and their employment for the purpose of performing the contract if so awarded against this tender and the tenderer shall also indemnify the Company for any claims whatsoever made by such workers against the Company in that behalf.

20: JURISDICTION

All disputes regarding the tender and contract are subject to the decision of competent court exercising jurisdiction in Mumbai exclusively barring the provisions of contract which in normal situation would be subject to Arbitration.

21: INDEMNITY CLAUSE

The tenderer shall indemnify and continue to indemnify the Company from and against all suits, claims, actions and demand which may be made or commenced against the Company by any shareholders or other third party as a consequence of any failure or deficiency on the part of the tenderer in performing, fulfilling, providing any of the functions, duties, obligations and services as per the contract. This indemnity clause will survive for 7 years until unpaid/unclaimed dividend amount is transferred to IEPF as mentioned under the Companies Act, 1956 / 2013.

22: DUE DILIGENCE CLAUSE

The tenderer should do due-diligence as regards interpretation of the terms and conditions, nature and scope of the tender/contract, prior to submission of the sealed tender.

23: DISPUTE RESOLUTION

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Company in this regard shall be final and binding.

24 Scope of Work: as stipulated in the Annexure "1".

25. Particulars of the Contact persons.

The bidding Bank shall have to provide, in the below given format, particulars of at least 3 of its officials who can be contacted by RCF in connection with opening of Dividend Account and payment of RCF's Dividend for the year 2023-24.

Sr. No.	Name of Bank's Official	Designation	Tel. No.	Fax No.	Mobile No.	e-mail Id	Remarks

26. Format for specifying the Deviations by the bidding Bank on a separate sheet of paper to be submitted by it in the "Un-priced Bid for Payment of Dividend".

Sr. No.	Clause / Article No. of the RFQ	Clause as per the RFQ	Deviation that the bank desires to take	Reasons / Remarks

Scope of Work

The scope of work for the payment of dividend is as follows:

1. Banker will have to strictly follow all the prescribed guidelines, rules and regulations issued by RBI and/or any other statutory authorities in respect of payment of dividend from time to time.
2. Bank should have the core banking facility, where all the branches are inter-connected and at par dividend warrants/Demand Drafts issued to the shareholders of the Company should be en-cashable at all branches.
3. Bank will have to ensure that the files for NECS are sent for clearing and the amount transferred on the date of transaction fixed by the Company. In case of payments to shareholders through DDs / DWs / Bankers cheques, Bank has to ensure that the clearing takes place as per the guidelines in force on timelines for clearing for the time the shareholder's bank presents the instrument. The Dividend Paying Bank should have the system in place to confirm when the given DW is sent to them under local clearance and when credit against the DW / DD is offered by the Dividend Paying Bank.
4. Bank should have branches all over India. This is one of the basic requirements for the bank to get qualified for opening of its price bid by RCF. Wherever the Bank does not have branches covering locations, the disbursement of Dividend shall take place through bank drafts payable, at all such locations.
5. Bank should also be well equipped to handle the payment of dividend, in addition to the physical warrants/DDs, the facility of making the payment through NECS and also payment directly to those shareholders who are having their bank accounts with the same bank. Thus, the Bank should also be well equipped to handle providing dividend payment through NECS at RBI and all non-RBI centers. All the payments for RBI and non-RBI centers have to be effected simultaneously.
6. Online validation – matching with master while making payment
Bank should have the facility to offer online real time connectivity between the entire branch net work for validation of warrants/DDs with the master data details at the point of payment in all over the branches, to ensure eliminating the chances of fraud, misappropriation, duplication, etc.
7. Facility of Stop payment – Bank should have the facility to make stop payment of live warrants/DDs in circulation to facilitate immediate re-issuance. RCF shall issue such instructions through e-mail from the notified officials to the designated e-mail id of the Bank. The Bank shall not change such designated e-mail id. In the event it is absolutely essential, the Bank may change it not more

than ONE time in a financial year, that too with a 30 day prior notice to RCF. In case the DW/DDs is encashed within 24 hours [it can even be a Bank holiday for any reason whatsoever] from the time of issue of instructions by RCF, the Bank shall not be viewed to be at fault. However, in case such encashment takes place after 24 hours of said mailing such instructions to the Bank, the Bank shall have to accept its responsibility in unconditional terms. Thus, 24 hours is the maximum response time [from the time of e-mailing instructions by RCF] given to the Bank to make necessary arrangements at its end to ensure stop payment of the subject DW/DDs.

8. Report on status of payment of warrants: Bank shall provide paid – unpaid status on monthly basis. If requested by RCF, Bank shall also provide the paid – unpaid status of the DW/DDs within 1 working day time. Bank shall provide this information, at the minimum, through e-mail attachment in excel format. On specific request from RCF, Bank shall also provide scanned image of the DW/DDs on priority, in any case in less than 3 working days from the date of request.
9. Dividend Warrant(s)/Demand Draft (s) will have initial validity for a period of three months and afterwards DW/DDs can be revalidated for further period of three months by authorized signatories of the Company and the bank has to honour only those DW/DDs which have been duly revalidated. If Bank needs intimation of such revalidated DW/DDs for incorporating the revalidations in its system, the same shall be provided by the Company on specific request from the Bank to this effect. Else, separate data will be provided by the Company or its Share Transfer Agents.
10. Reconciliation – Bank should provide monthly interim reconciliation while valid instruments are still in circulation. The first reconciliation will have to be provided to RCF within 30 days after the expiry of the initial validity of the warrants/DDs. The second and the final reconciliation will be provided within 30 days from the expiry of the 3 months after the expiry of the validity period.

Provision of Quarterly Reconciliation Statement of DWs/DDs issued by the bank including associated bank(s), till their validity, to be made by the bank: After the expiry of validity period, the details in respect of paid/unpaid DDs/DWs, issued by Bank including associated bank(s) will be provided to M/s Link Intime India Pvt. Ltd (LIPL) (RTA), as and when required, to resolve the shareholder complaints.

11. After the expiry of validity period, the DDs will be issued by the bank, based on the list prepared by M/s. LIPL [the Registrars and transfer Agents – RTA] of unpaid cases or as per any other instructions given by M/s. LIPL / Company from time to time. However, the bank has to ensure from the records that name(s) of the shareholders are appearing in the unpaid data, before issuing DDs/DWs.

For issuing DWs/DDs including duplicate, no documents/indemnity will be provided by M/s. LI IPL / Company and the same has to be issued within 10 days from the date of request as and whenever required, to resolve the shareholders complaint.

12. Bank shall arrange to send the monthly transaction statement.
13. Bank shall arrange to send quarterly confirmation of balance as at the end of each quarter till the balance is transferred to IEPF.
14. Fraud proof processing – Bank should match all fields, including the beneficiary name, before payment of dividend and have capabilities to return the instrument in clearing house.
15. Banks should have the zero risk policy of payment of duplicate instruments if presented either simultaneously or otherwise from different locations.
16. Banks should have an Internet web application for viewing the instrument, warrant details report, DD issue report, mismatch of warrants, paid report, unpaid report etc. and RCF or its registrar should be able to have the online status of the warrants and also the option to download reports for reconciliation and other purposes.
17. After 3 months from the date of warrants, Bank shall issue fresh DD cancelling dividend warrants.
18. Dispatch of Dividend Warrants/Demand Drafts shall be made by the M/s. LI IPL, the RTA. The Complete data to the Bank as regards the mode of disbursement of Dividend will be provided by M/s. Link Intime India Pvt Ltd. [LI IPL]. The additional information, if any, that the Bank needs to finalize its Bid before submission to RCF can be taken from Mr. Rushikesh Hingmire [Tel :+91-22 49186000 Extn : 2328] of LI IPL.
19. The Dividend Warrants will be printed by the printers chosen by RCF. The Bank that is awarded the mandate for disbursement of Dividend will have to actively liaise with them and approve the artwork at the earliest.
20. Other than NECS payments and direct payments [i.e., where the shareholder has an Account with the dividend paying Bank and payment in such cases involves only transfer of credit from the Dividend Account to the shareholder's Account] Dividend payout of less than Rs. 50,000/- to a shareholder will be by way of issue of Dividend Warrants and payments exceeding Rs.50,000/- will be made by way of DDs / Bankers cheque.
21. General Information

A Payment of Final Dividend for FY 2022-23

Sr. No.	Mode of Payment	No. of Articles
1	RTGS	106

2	NEFT	99
3	Direct Remittance	5893
4	Demand Drafts	2682
5	NACH	250965
	Total	259745

B Estimated expenses incidental to payment of Dividend:

The total expenditure in a year in connection with payment of Dividend right from Printing of Annual Reports to dispatch of Dividend warrants/Demand Drafts and disbursement of Dividend ultimately to the investor works out to about Rs.20 lakhs.

C Particulars of total Dividend paid during last 3 years and un-paid Dividend are as follows:

Year	Dividend Declared	<u>Rs. Crore</u>
		Unpaid Dividend as on 31.03.2024
2020-21	164.40	0.20
2021-22	212.40	0.19
2022-23	204.12	0.21

22. The dividend payable to Government of India will be made through Non Tax Receipts Portal as per OM No. F. No. 17/1/2016-NS-I dated 22nd July 2016 issued by Ministry of Finance, Department of Economic Affairs or any other subsequent amendment thereto. For the F.Y 2022-23 final dividend attributable to Government shares was paid on 21.12.2023 amounting to Rs. 153.09 crore.
23. **Deposit of Dividend amount into the Dividend Account with bank:** As per the Companies Act 2013, the dividend amount declared should be deposited within 5 days from the date of declaration of Dividend. The Company, shall deposit the dividend amount within 5 days from the date of declaration.
24. The amount of dividend will be distributed to the shareholders not later than 6 days from the date of declaration of dividend. In case the 6th day happens to be a Bank holiday / Weekly off, the same is to be distributed to the shareholders on the next working day.
25. The total amount of reimbursement shall be paid to RCF within 45 days of the payout date. The reimbursement shall be remitted by way of e-transfer as per the details given below:

Name : Rashtriya Chemicals and Fertilizers Limited
Account No. : 30038439893
IFSC Code : SBIN0006070
Bank Name : State Bank of India, Commercial Branch

Option: I

Format of Price Bid

To,
Mrs. Mrudula Godbole, DGM (Finance)
 Rashtriya Chemicals and Fertilizers Ltd,

Particulars	Estimated Expenses	Amount of expenses to the Bank's Account – to be filled in by the Bank (excl GST) (a)	GST Amount (b)	Total Amount (a+b)	Amount in words – (to be filled in by the Bank) (Excluding GST)
The total expenditure in a year in connection with payment of Dividend right from Printing of Annual Reports to dispatch of Dividend warrants/Demand Drafts and disbursement of Dividend ultimately to the investor works out to about Rs.20 lakh.	20				

All processing at the end of bank is at **Nil** cost to Rashtriya Chemicals and Fertilizers Limited.

This is an un-conditional offer from the Bank in the event of RCF awarding the mandate for disbursement of Dividend for the Financial Year 2023-24, assuming dividend payment of Rs. 68.41 crore. **In the event the dividend amount varies upward or downward, the financial benefits promised by the tenderer above undergoes proportionate change upward or downward.**

Yours faithfully,

Name & Designation of the Authorized Signatory with Bank seal: _____

Date:
Place:

Annexure - II

Option: II

FORMAT FOR PRICE BID

To,
Mrs. Mrudula Godbole, DGM (Finance)
Rashtriya Chemicals and Fertilizers Ltd,

Particulars	Estimated Expenses	External Benchmark Linked	% of External Benchmark	Whether % mentioned is incl. of GST (strike off whichever is not applicable)
The total expenditure in a year in connection with payment of Dividend right from Printing of Annual Reports to dispatch of Dividend warrants/Demand Drafts and disbursement of Dividend ultimately to the investor works out to about Rs.20 lakh.	20			Incl. of GST Excl. of GST

The Bank is willing to reimburse the amount as mentioned in above table, on the daily float that remains with the bank in RCF dividend account for 30 days from the date of transfer of funds, considering 99% of the dividend amount will be paid with only **1 day** float.

All processing at the end of bank is at **Nil** cost to Rashtriya Chemicals and Fertilizers Limited.

This is an un-conditional offer from the Bank in the event of RCF awarding the mandate for disbursement of Dividend for the Financial Year 2023-24, assuming dividend payment of Rs. 68.41 crore.

Yours faithfully,

Name & Designation of the Authorized Signatory with Bank seal: _____

Date:
Place: