

**Bid Doc**

Bid De	
Bid End Date/Time	06-12-2021
Bid Opening Date/Time	06-12-2021
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of
Department Name	Department
Organisation Name	Ramagunda
Office Name	New Delhi
Total Quantity	400
Item Category	90 W LED S
Minimum Average Annual Turnover of the Bidder	11 Lakh (s)
OEM Average Turnover (Last 3 Years)	22 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Annual Turr *In case any eligibility fo
Past Performance	80 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value

EMD Detail

Advisory Bank	State Bank
EMD Percentage(%)	1.14
EMD Amount	25080

ePBG Detail

Advisory Bank	State Bank
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).

60

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

General Manager

Ramagundam Fertilizers and Chemicals Limited, FCI Technical Building, Fertilizer City Post 505210, Ramagundam, P (Vijay Bangar)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference

Yes

MSE Purchase Preference

MSE Purchase Preference

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Account constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed fir
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or th Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in l support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of pr
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as (subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local conte purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to per a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procuremer order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over th
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministr product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for M Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or simil date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving su supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest

90 W LED Street Light (400 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type

Technical Specifications

Buyer Specification Document

[Download](#)

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address
1	Ritesh Kumar Thakur	505210,Ramagundam Fertilizers , RFCL Fertilizer Plant, Ramagundam, Peddapalli, Telangana

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description
1	90 W LED Street Light Fixture Supply View	90 W LED Street Light Fixture Supply

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added. It is not to be generalized and would not be applicable to other items.

Buyer Added Bid Specific Terms and Conditions

1. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address: 505210 Peddapalli District Telangana State.

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings.

3. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years warranty.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for the GST subject to the maximum of quoted GST %.

5. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.

- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can technical parameters, the bid is liable for rejection.

7. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the conti

8. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

9. **Generic**

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buye
 - 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ
 - 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia
- of the Contract and the Sellers obligations there under.

10. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufactur Phone No. required to be furnished along with the bid.

11. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availa

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated D
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchas

12. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screensh

13. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

14. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the account for this criteria.

15. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product du document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a cer shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year c

into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product havir

16. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as def Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Polic offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respec of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity

17. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be gover date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following ad Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or sub: not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certifica acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procurin each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Att shall become a part of the contract.

18. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephc

19. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for

20. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance S are to be uploaded along with the bid.

21. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in

22. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / s days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% c the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from l which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk a rectification to the Buyer.

23. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Ramagundam Fertilizers and Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to

24. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name F State Bank of India Branch address RFCL Branch; Branch Code: 61777.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line

25. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid

26. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

RFCL Reference No: RFCL/MM/PUR/BI

<u>RFCL Store Code</u>	<u>Item Descr</u>
EG33310 90	Supply of ordinary 90 W LED Street light fixture. Deta Annexure - II enclosed. Preferable makes: Crompton Gre

NOTE:

1. **Earnest Money Deposit:** Rs. 25,000/= (Rupees Twenty Five Thous
2. **Performance Security:** 3% (Three Percent) of the Order Value Guarantee / Warrantee Period plus Three months claim period. Forma
3. This is a Two Part Bidding Process. Initially, only the Part - I Techni Bidders who are found to be technically acceptable. Such bidders will
4. Price being quoted will be on FOR RFCL Ramagundam Project Sit Insurance, Freight and GST. For Delivery of material on FOR RFCL Site
5. Offer must be valid for a minimum period of 120 days from Tender C

6. RFCL Standard Payment Terms: 100% payment within 30 days after
7. Vendors should give invariable acceptance to RFCL General Terms a

(NK Kishore Dass)
Manager (Materials)

RFCL Reference No: RFCL/MM/PUR/BI

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EARNEST MONEY DEPOSIT (EMD) -

-

Tenderers must submit Earnest Money Deposit of Rs. 25,000/-

The tenderers will have the option to submit the EMD either in the form of a bank draft payable to RFCL Chemicals Ltd. and issued by any scheduled/nationalized bank payable to the order of RFCL Chemicals Ltd. The amount, bankers name etc has to be submitted in relevant field/column

etc or can submit the EMD in the form of Bank Gaurantee Format of for DD or for BG submission of EMD will be borne by bidder. In case of the tenderer that the original DD or Original BG should received by the details of DD/BG given online by the tenderer.

The details of the transaction with UTR No to be submitted along with

RFCL's Bank details for RTGS/NEFT are as follows:

Beneficiary Name : Ramagundam Fertilizers and Chemicals Li

Bank name : State Bank of India

Branch Name : RFCL BRANCH (61777)

Bank A/c no. : 36727029257

IFSC Code : SBIN0061777

Earnest Money Deposit will not bear any interest.

Note: Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG

Earnest money shall be forfeited at the sole discretion of RFCL in ca either wholly or in part, refuses to accept the Purchase Order/or ch terms and conditions of the tender within validity period.

RFCL Reference No: RFCL/MM/PUR/BI

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BID SECURITY

DRAFT OF BANK G

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), H
Area, Lodhi Road, New Delhi-110003 (HEREINAFTER CALLED RFCL WHICH EX
SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREIN
REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND A

FOR _____ HEREINAFTER CALLED "THE SAID TENDE
TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID T
RS. _____ (RUPEES /USD _____ ONLY).

1. WE _____ BANK HEREINAFTER REFERRED TO AS 'THE BANK'
_____ (RUPEES _____ ONLY) AGAINST ANY LOSS OR DA
TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID
COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US.

2. WE _____ BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS I
DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF
REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS
TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON
THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GU
(RS _____ ONLY).

3. WE _____ BANK FURTHER AGREE THAT THE TEE HEREIN CONTAIN
BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CON
PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL U
SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CER
AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISC
MADE ON US IN WRITING ON OR BEFORE THE _____ TO INCLUDE 3 MONTH
VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FI

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE T
'RFCL' IN WRITING. DATED _____ DAY OF _____ 20

CORPORATE SEAL

FOR BANK.

RFCL Reference No: RFCL/MM/PUR/BI

Security Deposit-cum-Performance Bank Guarantee (SD-cum-

- (a) Successful Tenderer, for faithful performance of the contract, within 30 days of issue of Purchase Order. The SD-cum-PBG will be @ 3% of the Contract Value + Delivery Period + Guarantee/Warranty Period + 3 Month's Claim Period.
"However, the reduced %age of SD-cum-PBG shall be applicable in accordance with Government Guidelines, in vogue, in this regard."
- (b) If SD-cum-PBG is made in the form of Crossed A/c Demand Draft Ramagundam. **D.D. payable at locations other than above v**
- (c) The tenderer will also have the option to furnish SD-cum-PBG in the form of Demand Draft, excluding Rural and Co-operative Banks, in the prescribed format.
- (d) **Cheques will not be accepted in any case.**
- (e) The SD-cum-PBG will be retained by RFCL during the currency of the contract. In case any dispute or difference not settled within the valid period, RFCL, at its sole discretion can call in the amount.
- (f) The above SD-cum-PBG will be deemed to be security for the fulfillment of the contract under the Indian Contract Act, 1872 and for the extension of that security. In case of breach of contract, RFCL will have the right to draw from the Bank Guarantee. The tenderer will make good the value of Bank Guarantee / SD-cum-PBG intimation from RFCL to this effect.
- (g) The amount so drawn will not in any way affect any remedy available to the tenderer under the contract or any law for the time being in force.
- (h) In the event of the forfeiture of whole or part of the SD-cum-PBG, the tenderer shall refund the SD-cum-PBG amount as mentioned above.
- (i) The SD-cum-PBG will be refunded after warranty/guarantee period. In case a difference or dispute is likely to exist, to defer payment of the SD-cum-PBG until such difference and dispute had been finally settled or adjusted.

The SD-cum-PBG amount will not bear any interest.

RFCL Reference No: RFCL/MM/PUR/BI

BANK GUARANTEE FOR :
(To be prepared on Stamp paper of _____)

This BANK GUARANTEE No. _____ made this day of _____
incorporated and having its registered office at _____ (for
contrary to the meaning thereof include its successors and assigns on the
Company _____ registered in India under Companies Act, 2013 and having
Road, New Delhi-110003, India to the context or contrary to the meaning thereof

WHEREAS in pursuance to the agreement dated _____
AND CHEMICALS LIMITED (hereinafter called OWNER and _____
(hereinafter called CONTRACTOR) which expression shall unless repugnant to the
supply of _____ a
Performance Bank Guarantee for Rs. _____.

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank G
contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a
Rs. _____ at Owner's disposal and hereby promises
the contractor has failed to fulfil its obligations under the contract for reasons for
contractor and without asking for any reasons as to whether the amount if lawfully
Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this Security
and binding on the BANK. In any case, however the Bank's responsibility
_____.

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an ini
_____ dated _____ given by the Bank to Owner become e

Upon issuance of Commissioning / Erection / Completion certificate according to te
mentioned certificate of commissioning / erection / completion certificate, the Seci

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to Owner on account of money hereby intended to secure and Owner at its discretion against the Bank, may compound with, give time CMM-08 or other indulgence to done by Owner in pursuance of any authority or permission contained in this guar

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum months from the effective date of Bank Guarantee No. _____ dated ___ above will stand automatically cancelled on the expiry of the said period. Unless months from the date of expiry of this Bank Guarantee, all the rights of Owner aga liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by have been given at the time when it would be delivered in due course of post, an envelope containing the notice was posted and a certificate, signed by an officer o

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the

7. The Bank declares that it has the power to issue this guarantee and the undersi

Dated _____ this _____ day of _____.

(Indicate the name of the Ba

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Date

Anne

GENERAL TER

NOTICE INVITING TENDE

1. Tenderer for this contract shall be referred to as 'Supplier' or 'Offerer' or 'Seller' and Ramgundam Fertilizers and C
2. The quotation (offer) should be submitted in a sealed cover prescribed with RFCL Enquiry reference number and c with tender instructions are liable to be summarily rejected. Offer validity of the Tender shall be valid **minimum 1**
3. The Tenderer shall quote the price strictly in prescribed RFCL's Price bid format only. In case Tenderer wants to sul format only, Otherwise the offer shall liable to be summarily rejected. Tenderer should quote one rate for specific c REJECTED FORTHWITH.
4. Rates must be quoted on **FOR Ramagundam basis** in the rate column, according to 'unit of measurement' as j /erasions. The Tenderer shall indicate the rates of GST applicable in their bid, for the quoted item indicating clearly
5. It shall be certified by the Tenderer that none of the RFCL employee is related to owners/directors. (In case any re employed with them. (In case any ex-employee of RFCL is employed, furnish details separately). It shall be certifie failing which, RFCL may at its sole discretion reject the tender.
6. The prospective tenderer having any common Partners/Directors/Managing partners etc or having any other cc participation in the tender.
7. RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason the entertained with regard to acceptance or rejection of an offer.
8. RFCL will have the right to issue addendum/corrigendum to tender documents to clarify, amend, modify, supplem information to tender.
9. RFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers of si date of receiving/opening of the tender happens to be a holiday/closed day, the date of receiveing/ opening of the
10. In case clarifications are required on invitation to tender the Tenderer shall approach RFCL in writing well before

the obligations stipulated in the invitation to tender.

11. Samples must be submitted where specified along with the quotations. Samples must be carefully packed, sealed
12. Rates/Amount should be quoted both in figures as well in words and free from over-writing / cutting/erasions. / calculation with respect to unit rate and amount value, unit rate should prevail and amount/total value shall be c words shall prevail and all calculations will be changed accordingly.
13. The tenderers must accept the terms and conditions stipulated in NIT by signing manually in long hand by firm/company, tender should bear its seal or rubber stamp failing which the offer is liable to be rejected at the sole
14. **LOADING CRITERIA:** Whenever the Tenderer is silent about the acceptance of NIT conditions such as bank correspondence seeking specific confirmation about acceptance of these conditions shall be made. However, RFC Price reduction schedule etc. by adopting the stipulated loading criteria, where ever applicable.
15. **PRICE REDUCTION SCHEDULE [PRS] /CANCELLATION OF ORDER:** It shall be obligation on supplier to strictly extension of delivery has been granted by RFCL on application made by the supplier, RFCL may at it's option exel not delivered for each complete week of delay or part there of subject to a maximum of 5% of the value of the orc for reduced/net value after the above reduction. If supplier does not raise invoice for reduced value, the supplier s of the supplier of the stores not delivered or (iii) cancel the contract without prejudice to RFCL rights under (i) & (ii)
16. **PAYMENT TERM & MODE:**
 - 100% payment will be released within 30 days from the receipt and acceptance of material or commissioning any, as per contract
 - Payment shall be released through RTGS. Suppliers shall provide the requisite details of their Account No., Na
 - TheTax Invoice for payment shall be submitted to Officer- In- Charge (Stores), RFCL Ramagundam along with
17. The quoted rate(s) including transportation charges, etc will remain firm till the complete execution of the order. N be allowed as per prevailing rules and notification of Government comes within contractual delivery period. No es supplier beyond contractual delivery period.
18. Order/s can be splitted at the sole discretion of RFCL and part order shall be acceptable to the tenderers.
19. **INSPECTION:** RFCL shall not carryout pre-dispatch inspection at supplier premises unless otherwise stated in the defective/damaged, the same shall be replaced free of cost and in such case freight charges etc. shall be borne condition, RFCL shall be the sole judge entitled to reject the materials.
20. **GUARANTEE / WARRANTY:** The supplier will take full responsibility for the satisfactory performance of the equi items against manufacturing defects/ poor workmanship as per Scope of Work /Standard Terms and Conditions products, supplier will warranty the supplied items against manufacturing defects/ poor workmanship for a period Warranty Certificate to this effect along with despatch documents.
However, Defects, damages reported during guarantee/warantee period shall be attended & rectified within 2 wee
21. If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Service Engineer/s for
22. The material must be securely packed before dispatch so as to avoid any damage during transit. In case of dispi must be prominently marked with Order No. and packing No. The equipment/items should be dispatched by roa transit insurance of the consignments should be arranged by the supplier covering all transit risks upto the destina (Stores), RFCL. Any expenditure and or demurrage incurred in respect or wrong consignment of goods by road sha
23. Withdrawal of the quotation by the tenderer within offer validity period after tender opening will entail to EMD for
24. If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) debar such tenderers from participation in the present/future tenders up to a period of 2 years.
25. **INDEPENDENT CONTRACT:** In the event of an order, the same shall be treated as an independent contract, exc supplied in pursuance of Purchase Order.
26. **NON-ASSIGNABILITY OF CONTRACT:** The successful Tenderer shall not transfer or assign the contract or any | or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contrac may sustain in consequence or arising out of such purchases. Even in case RFCL permits transferring or assigning the purchase order has been transferred or assigned and shall hold the Tenderer responsible for satisfactory and d
27. **FORCE MAJEURE :**Neither party will be liable for any claim on account of any loss, damage or compensation, wh mutiny, civil commotion,fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing the party invoking force majeure will inform the other party of the period for which the force majeure condition cor
28. **CONFIDENTIALITY:** Any information delivered or otherwise communicated by RFCL to supplier in connection wit disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.
29. **INDEMNITY:** In the event of issue of purchase order, the Tenderer shall indemnify and save harmless RFCL from .
30. **Dispute Resolution:** "Except where otherwise provided in the contract all matters, questions, disputes or diffe meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, o termination shall after written notice by either party to the contract shall be resolved /settled amicably through dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, th On failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated through Arbit the state of Telangana and the State of Andhra Pradesh Rules 2015" as amended or modified or re-enacted fro Conciliation Act 1996, as amended or modified or re-enacted, from time to time.

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering The language of Arbitration shall be English.

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

For the convenience of parties, the venue of Arbitration shall be as per above rules ie. Arbitration Centre, Hyde Ramagundam Peddapalli District, State of Telangana shall have exclusive Jurisdiction.

It is also agreed by and between the parties that in case a reference is made to the Sole Arbitrator / Arbitral Tribunal the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to R

31. **JURISDICTION:** This Agreement shall be construed and governed in accordance with the laws of India. All disp
TelanganaState

RFCL Reference No: RFCL/MM/PUR/BI

Anne)

TENDEI

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.	G S T Registration No. with Documentary Proof.	
13.	HSN/SAC No.	
14.	<p>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.</p> <p>Registration month & Year should be prior to bid submission due date.</p>	
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 our knowledge and we undertake to advise any future changes to the above details

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27. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

28. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoice.
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

29. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

30. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (beneficiary: Ramagundam Fertilizers and Chemicals Limited payable at State Bank of India; RFCL Branch; Branch Code: 61777. After award of contract the original DD to the Buyer within 15 days of award of contract.

31. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking to Ramagundam Fertilizers and Chemicals Limited Account No. 36727029257 IFSC Code SBIN0061777 Bank Name: State Bank of India. Bidder has to provide the account number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to

32. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation of fertilizer (in three previous financial years) as on opening of bid, as per following criteria:

- Single order of at least 35% of estimated bid value; or
- Two orders of at least 20% each of estimated bid value; or
- Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be submitted to meet this criterion

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the changing the default time period for Acceptance of material or payment timeline governed by OM of Department of published on any external site or reference to external documents / clauses shall also be null and void. If any seller I raise their representation against the same by using the Representation window provided in the bid details field in S all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which s undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in acc

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