

<u>RFCL Store Code</u>	<u>Item Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>
EG3331090	Supply of ordinary 90 W LED Street light fixture. Detailed Scope of Work is as per <b>Annexure – I</b> and <b>Annexure – II</b> enclosed. Preferable makes: Crompton Greaves, Bajaj, Philips, Havells, Syska, and Surya	Number	400 (Four Hundred)

**NOTE:**

1. **Earnest Money Deposit:** Rs. 25,000/- (Rupees Twenty Five Thousand Only). Details as per Annexure – III enclosed.
2. **Performance Security:** 3% (Three Percent) of the Order Value. The same shall be valid for a Period Covering Delivery Period plus Guarantee / Warrantee Period plus Three months claim period. Format enclosed as Annexure – IV
3. This is a Two Part Bidding Process. Initially, only the Part – I Technical Bid will be opened. Part – II Price Bid will be opened of only those Bidders who are found to be technically acceptable. Such bidders will be informed regarding Part – II Price Bid Opening Schedule separately.
4. Price being quoted will be on FOR RFCL Ramagundam Project Site, Central Stores Basis; Inclusive of Basic Price, P&F Charges (if any), Insurance, Freight and GST. For Delivery of material on FOR RFCL Site / Stores at Ramagundam basis.
5. Offer must be valid for a minimum period of 120 days from Tender Opening Date
6. RFCL Standard Payment Terms: 100% payment within 30 days after the receipt and acceptance of material at RFCL Site / Stores.
7. Vendors should give invariable acceptance to RFCL General Terms and Conditions enclosed as Annexure – V



(NK Kishore Dass)  
Manager (Materials)

Indent Control No: BET200653

Item Code: EG3331090

**Scope of supply:**

Supply of 90 W smart LED light made up of pressure die cast Aluminum alloy for housing (heat Sink) for effective thermal management, sturdiness, excellent corrosion resistant, separate optical and control gear compartment under epoxy powder coated grey after Phosphochromate treatment for finish with high efficiency poly carbonate UV stabilized cover with integrated Lens having specification:

1. 120 lumens /W; 10800 lumens, 50,000 operating Hrs.;
2. Input voltage: 150 -300 V AC; IP 66;
3. with high power long life LED,
4. External surge protection provided for additional safety;
5. driver should be potted type (SMPS based constant current supply)
6. Side entry mounting for 50 to 55 mm OD pipe bracket.
7. It should have at least 5-year warranty period.
8. This light fixture must be complete in each and every respect ready to use. If lighting fixture operation cannot be done without control gear box then all fixture should come along with its control gear box.
9. LED light Fitting should be Similar to Bajaj BRTFG 90W LED CR.
10. Preferable make: Crompton Graves, Bajaj, Philips, Havells, SYSKA, Surya."
11. Every supplier has to comply all the points attached in checklist. It is mandatory for supplier to comply all the points attached in checklist (Annexure II).
12. For ease of maintenance activities driver and LED strips should be housed separate compartment which can be easily accessed.
13. Product should be BIS certified.

All lights must have batch no detail along with serial no printed on its name plate for easily tracing out the product history.

**Scope of work:**

**1) CONDITION1:**

Party shall provide guarantee for 5 years (60 months) for the complete light fixture supplied. Party shall ensure every month by sending its representative at site and shall replace all defective lights in every month. All lights of same batch shall glow for all 60 months of warranty period and audit of 100% illumination shall be done by party in first week of every month for all 60 months. Defective lights found shall be replaced in first week of every month. If party fails to comply this replacement, then its CPBG shall be forfeited. The failure shall be deemed to have happened if there are such 3-4 failure reports conveyed to party in time through email by RFCL. Even then if party does not maintain illumination to required level then its bid for next procurement shall not be considered and the replacement shall be done on risk and cost of party by encashing CPBG/ forfeiting CPBG amount

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## 2) **CONDITION2:**

Party has to maintain 10 no 90 W LED lights in healthy condition as a spare for 5 years (60 months), when erected LED lights gets faulty it will be replaced with spare lights by RFCL. Whenever RFCL will have set of 5 faulty lights it will be sent to party for replacement of those faulty lights with healthy lights, transportation cost will be paid by Party. After completion of 5 years (warranty period) RFCL will hand over 10 no lighting fixture (includes faulty and healthy lights). It may be noted that if more than 10 no lights get faulty at a time then RFCL may ask for the replacement of same number of lights with healthy lights. If there are such 3-4 failure reports conveyed to party with in time through email by RFCL. Even then if party does not able to maintain spare quantity of 10 healthy lights fixture then its bid for next procurement shall not be considered and the replacement shall be done on risk and cost of party by encashing CPBG/ forfeiting CPBG amount

- 3) No separate cost will be payable against vendor's Service Engineers visit on site.
- 4) Vendor has to give performance BG of 3% equivalent value for a period of 5 years.
- 5) Lumens checking of each lights shall be done after installation.

### **Following documents of lights is required:**

1. 5-year warranty/guaranty certificate of each light fixture.
2. Technical datasheet of light fixture along with its GA
3. Individual light fixture wise Factory Test lumens report.
4. if condition 1 of clause 1 of SOW is followed then monthly light inspection on site report (total 60 months) will be required at the time of release of CPBG.

### **General Terms and Conditions:**

1. Party must have wide service network in India and strong presence in the Indian market. The party shall have particularly active presence in Hyderabad or nearby Ramagundam.
2. Party must be reputed brand established in Indian market for last 20 years with its continuous and strong presence in the market in the prescribed category and the offered product must have proven performance and in continuous use in large scale power, fertilizer, chemical industries or refinery.
3. All party will quote for each and every specification given in the indent. If RFCL finds that party has wrongly filled the specifications, then RFCL will ~~black list the party and disqualify it from existing tenders as well as from future bids.~~
4. The product shall not be originated, manufactured or marketed in China or by Chinese companies or Indian Company as Channel partner to Chinese companies and its subsidiaries.

**Bidder has to fill Annexure II submit with bid for technical evaluation.**

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Annexure II		
Checklist for 90 Watt LED fixture		
Sr. No:	Checklist point	Available /
1	Make and Model of offered 90 W Led light	
2	LED wattage rating 90 Watt	
3	120 lumens /W; 10800 lumens	
4	minimum 50,000 operating Hrs	
5	Input voltage: 150 -300 V AC; IP 66; with high power LED(single phase supply)	
6	External surge protection features	
7	Inbuilt potted driver for LED	
8	It should be suitable to mount on 50 to 55 mm OD pipe bracket	
9	Address of vendor Service network to nearby RFCL, Ramagundam	
10	5 years warranty period.	
11	Party has to agree with either condition 1 or condition 2 mentioned in clause 1 of Scope of work of Annexure 1.	Condition 1/ Condition 2
12	Party has to agree with all points mentioned in Annexure I	

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Annexure – III

**EARNEST MONEY DEPOSIT (EMD) –**

**Tenderers must submit Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand Only).**

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. & 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 Annexure-VI. The charges, if any, for online payment or for DD or for BG submission of EMD will be borne by bidder. In case of submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the original DD or Original BG should be received by RFCL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the tenderer.

The details of the transaction with UTR No to be submitted along with technical bid for verification.

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

**Beneficiary Name : Ramagundam Fertilizers and Chemicals Limited**

**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 details immediately to [nkkdass@rfcl.co.in](mailto:nkkdass@rfcl.co.in) and [ramya.mekala@rfcl.co.in](mailto:ramya.mekala@rfcl.co.in)

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.

Annexure – III

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 SAID TENDERER(S) WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO FOR HEREINAFTER CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER FOR ON PRODUCTION OF BANK GUARANTEE FOR RS. (RUPEES /USD ONLY).

1. WE BANK HEREINAFTER REFERRED TO AS 'THE BANK' DO HEREBY UNDERTAKE TO PAY TO RFCL AN AMOUNT NOT EXCEEDING RS. (RUPEES ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY 'RFCL' REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER (THE DECISION OF THE COMPANY AS TO ANY SUCH BREACH HAVING BEEN COMMITTED AND LOSS SUFFERED SHALL BE BINDING ON US).

2. WE BANK DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR MERELY OR A DEMAND FROM 'RFCL' STATING THAT THE AMOUNT CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD CAUSE TO OR SUFFERED BY 'RFCL' BY REASON OF ANY BREACH BY THE SAID TENDERER(S) OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID TENDER OR BY REASON OF THE SAID TENDERER'S FAILURE TO KEEP THE TENDER OPEN. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING (RS ONLY).

3. WE BANK FURTHER AGREE THAT THE TEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SUCCESSFUL TENDERER AND/ OR TILL ALL THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL A DULY AUTHORISED OFFICER OF RFCL CERTIFIED THAT THE TERMS AND CONDITIONS OF THE SAID TENDER HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID TENDERER(S) AND ACCORDINGLY DISCHARGES THE GUARANTEE. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE THE TO INCLUDE 3 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE BANK GUARANTEE IN THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING, DATED DAY OF 20 CORPORATE SEAL FOR BANK.

Annexure – IV

**Security Deposit-cum-Performance Bank Guarantee (SD-cum-PBG):**

- (a) Successful Tenderer, for faithful performance of the contract, will furnish Security Deposit-cum-Performance Bank Guarantee within 10 days of issue of Purchase Order. The SD-cum-PBG will be **@ 3% of Order value**. The same shall be valid for a period covering the Delivery Period + Guarantee/Warranty Period + 3 Month's Claim Period.
- "However, the reduced %age of SD-cum-PBG shall be applicable only upto 31.12.2021 and beyond 31.12.2021, the same shall be dealt in accordance with Government Guidelines, in vogue, in this regard, at that time".
- (b) If SD-cum-PBG is made in the form of Crossed A/c Demand Draft in favour of Ramagundam Fertilizers And Chemicals Limited payable at Ramagundam. **D.D. payable at locations other than above will not be accepted.**
- (c) The tenderer will also have the option to furnish SD-cum-PBG by way of Bank Guarantee from any of the Scheduled Indian Banks excluding Rural and Co-operative Banks, in the prescribed format (as per **Annexure-VII** enclosed).
- (d) **Cheques will not be accepted in any case.**
- (e) The SD-cum-PBG will be retained by RFCL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.
- (f) The above SD-cum-PBG will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD-cum-PBG either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee / SD-cum-PBG to the extent of the amount so drawn within 15 days of receipt of intimation from RFCL to this effect.
- (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.
- (h) In the event of the forfeiture of whole or part of the SD-cum-PBG, the tenderer will deposit further sum /sums, so as to maintain the full SD-cum-PBG amount as mentioned above.
- (i) The SD-cum-PBG will be refunded after warranty/guarantee period has been successfully completed. It will be lawful for RFCL, if any difference or dispute is likely to exist, to defer payment of the SD-cum-PBG or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

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

Annexure – IV

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

This BANK GUARANTEE No. \_\_\_\_\_ made this day of \_\_\_\_\_  
between \_\_\_\_\_ a bank  
incorporated and having its registered office at \_\_\_\_\_ (hereinafter called  
BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof  
include its successors and assigns on the one part and **RAMAGUNDAM FERTILIZERS AND  
CHEMICALS LIMITED**, a Company \_\_\_\_\_ registered in India under Companies Act, 2013 and  
having its registered office at **Scope Complex, Core No. III 7, Institutional Area, Lodhi Road, New  
Delhi-110003**, India to the context or contrary to the meaning thereof include its successors and assigns  
on the other part.

WHEREAS in pursuance to the agreement dated \_\_\_\_\_ (hereinafter  
called CONTRACT) entered into between **RAMAGUNDAM FERTILIZERS AND CHEMICALS  
LIMITED** (hereinafter \_\_\_\_\_ called \_\_\_\_\_ OWNER and  
\_\_\_\_\_ a Company incorporated in  
\_\_\_\_\_ (hereinafter called CONTRACTOR) which expression shall unless  
repugnant to the context or contrary to the meaning thereof include its successors and assigns, for supply  
of \_\_\_\_\_ as envisaged in  
the Contract, Contractor has to submit a Security Deposit-cum-Performance Bank Guarantee for  
Rs. \_\_\_\_\_

CONTRACTOR accordingly agrees to furnish the Security cum performance Bank Guarantee as  
hereinafter contained towards fulfilment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that  
the BANK is holding the amount of Rs. \_\_\_\_\_ at Owner's  
disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice  
stating that the contractor has failed to fulfil its obligations under the contract for reasons for which  
contractor is liable and without any protest or demur and without recourse to contractor and without  
asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount  
or the portion thereof as mentioned by Owner in the notice.

The decision of the Owner as to whether the terms and conditions of this Security Deposit cum-  
Performance Bank Guarantee have been observed or not shall be final and binding on the BANK. In any  
case, however the Bank's responsibility under this Security Deposit-cum Performance Bank Guarantee is  
limited to Rs. \_\_\_\_\_

2. This Security Deposit-cum-Performance Bank Guarantee shall be valid for an initial period of  
\_\_\_\_\_ months from the date of this Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ given by the Bank to Owner become effective.  
Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract on  
expiry of \_\_\_\_\_ months after the issuance of the above mentioned certificate of  
commissioning / erection / completion certificate, the Security Deposit-cum-Performance Bank  
Guarantee shall become null and void.



3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time CMM-08 or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

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

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

6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

(Indicate the name of the Bank with stamp)

**Annexure – V**

**GENERAL TERMS & CONDITIONS**

**NOTICE INVITING TENDER - [INDIGENOUS SUPPLIES]**

1. Tenderer for this contract shall be referred to as 'Supplier' or 'Offerer' or 'Seller' and Ramgundam Fertilizers and Chemicals Limited (RFCL) shall be referred to as 'Company' or 'Customer'.
2. The quotation (offer) should be submitted in a sealed cover prescribed with RFCL Enquiry reference number and closing date, the offer shall be submitted giving full details as per NIT. Incomplete quotations &/or offers not submitted inline with tender instructions are liable to be summarily rejected. Offer validity of the Tender shall be valid minimum 120 days from the date of tender opening.
3. The Tenderer shall quote the price strictly in prescribed RFCL's Price bid format only. In case Tenderer wants to submit the offer on their letter head, they can submit the offer but the format should be strictly in prescribed RFCL's Price bid format only. Otherwise the offer shall liable to be summarily rejected. Tenderer should quote one rate for specific quantity quoted by them. **MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM WITH SAME SPECIFICATION & MAKE SHALL BE REJECTED FORTHWITH.**
4. Rates must be quoted on **FOR Ramagundam basis** in the rate column, according to 'unit of measurement' as per NIT. Rates against each line item shall be given legibly in words as well as in figures and free from cutting/over-writing /erasions. The Tenderer shall indicate the rates of GST applicable in their bid, for the quoted item indicating clearly the HSN code of item/SAC Code in case of service.
5. It shall be certified by the Tenderer that none of the RFCL employee is related to owners/directors. (In case any relative is working in RFCL, furnish details separately). It shall be certified by the Tenderer that none of RFCL's ex-employee is employed with them. (In case any ex-employee of RFCL is employed, furnish details separately). It shall be certified by the Tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm, 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 common criteria shall be considered as Sister Group/Associate company. In such cases, only one of them will be eligible for participation in the tender.
7. RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. RFCL is also not bound to disclose the reasons for rejection of the offer to the tenderers. No correspondence will be 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, supplement or delete any of the conditions, clauses or items stated. Addendum /Corrigendum so issued will form the part of original information to tender.
9. RFCL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers of such postponement along with notice of revised opening date and time. In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happens to be a holiday/closed day, the date of receiving/ opening of the tender will be on the next working day.
10. In case clarifications are required on invitation to tender the Tenderer shall approach RFCL in writing well before the opening of the tender. However, failure to receive any addendum or clarification shall not relieve the Tenderer of any of 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 and labelled clearly with enquiry number, subject and sender's name for easy identification.
12. Rates/Amount should be quoted both in figures as well in words and free from over-writing / cutting/erasions. All cuttings/ overwritings/erasions shall be duly signed by authorized representative of the tenderer. If there is any error in calculation with respect to unit rate and amount value, unit rate should prevail and amount/total value shall be corrected accordingly. In case, rate expressed figures as well in words and if any error noticed in between, the rate given in 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 person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of firm/company, tender should bear its seal or rubber stamp failing which the offer is liable to be rejected at the sole discretion of RFCL.
14. **LOADING CRITERIA:** Whenever the Tenderer is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, PRS etc, it shall be presumed that the Tenderer has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made. However, RFCL may at its sole discretion accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, 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 adhere to the deliveries quoted and accepted by them in NIT/Purchase Orders of RFCL. In case of delay in supplies, unless extension of delivery has been granted by RFCL on application made by the supplier, RFCL may at its option exercise either of the alternatives of (i) Reduction of 0.5% (half percent) on the value of the total ordered prices of the material not delivered for each complete week of delay or part thereof subject to a maximum of 5% of the value of the order. The invoice raised shall be taken into account for the above price reduction, if applicable and payment shall be released for reduced/net value after the above reduction. If supplier does not raise invoice for reduced value, the supplier shall issue credit note equivalent to the price reduction amount, or (ii) purchase elsewhere on account and at the risk & cost of the supplier of the stores not delivered or (iii) cancel the contract without prejudice to RFCL rights under (i) & (ii) above.
16. **PAYMENT TERM & MODE:**
  - 100% payment will be released within 30 days from the receipt and acceptance of material or commissioning at site, as applicable at RFCL, Ramagundam. Payment will be released after duly adjusting the PRS, statutory deductions, if any, as per contract
  - Payment shall be released through RTGS. Suppliers shall provide the requisite details of their Account No., Name & Branch code of Bank in RFCL prescribed format.
  - The Tax Invoice for payment shall be submitted to Officer In- Charge (Stores), RFCL Ramagundam along with supporting documents for release of payment preferably along with consignment.
17. The quoted rate(s) including transportation charges, etc will remain firm till the complete execution of the order. No Escalation/ revision in rate(s) will be allowed. However, any increase/decrease in rates of statutory levies and duties, shall be allowed as per prevailing rules and notification of Government comes within contractual delivery period. No escalation/ revision will be allowed due to any increase in duties/levies in case of extension in delivery period sought by the 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 Purchase Order. Inspection shall be made at RFCL, Ramagundam and decision of RFCL's Officer be final. If any item found defective/damaged, the same shall be replaced free of cost and in such case freight charges etc. shall be borne by the supplier. If it is found that the materials supplied are not as per RFCL order specifications or received in

damaged 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 equipment/item from the date of supply or commissioning at RFCL, as applicable. Supplier will provide warranty for the supplied items against manufacturing defects/ poor workmanship as per Scope of Work /Standard Terms and Conditions of the tender document. Tenderer to specify OEM warranty on each item. In case of supplier not confirmed warranty of products, supplier will warranty the supplied items against manufacturing defects/ poor workmanship for a period of 18 months from the date of supply or 12 months from date of commissioning whichever is earlier and supplier will submit Warranty Certificate to this effect along with despatch documents.  
However, Defects, damages reported during guarantee/warranty period shall be attended & rectified within 2 weeks from the date of intimation.
21. If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Service Engineer/s for technical supervision during installation. The charges for the same are to be included in the quoted price.
22. The material must be securely packed before dispatch so as to avoid any damage during transit. In case of dispatch of material, consignment shall be consigned to 'RFCL, Ramagundam and not on 'SELF' basis. Each packing/bundle/item must be prominently marked with Order No. and packing No. The equipment/items should be dispatched by road through associated transporter on Door Delivery basis. The freight charges are to be included in the quoted prices. The transit insurance of the consignments should be arranged by the supplier covering all transit risks upto the destination RFCL. The insurance charges are to be included in the quoted prices. All goods shall be consigned to Officer- In- Charge (Stores), RFCL. Any expenditure and or demurrage incurred in respect or wrong consignment of goods by road shall be recovered from the supplier.
23. Withdrawal of the quotation by the tenderer within offer validity period after tender opening will entail to EMD forfeit and/or delisting.
24. If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intent to hamper (or) delay the tendering process (or)resorts to canvassing/rigging/ influencing the tendering process, RFCL reserves the right to 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, exclusive of any other contract awarded by RFCL and in no case supplier shall have any general lien towards the items/material supplied in pursuance of Purchase Order.
26. **NON-ASSIGNABILITY OF CONTRACT:** The successful Tenderer shall not transfer or assign the contract or any part of it without obtaining the written permission of RFCL in advance. In the event of the successful tenderer's transferring or assigning the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contract and to purchase the goods elsewhere. Successful Tenderer shall be liable to the RFCL for any loss or damage which RFCL may sustain in consequence or arising out of such purchases. Even in case RFCL permits transferring or assigning the contract or any part of it, it shall not create any contractual obligation between RFCL and the person or party to whom the purchase order has been transferred or assigned and shall hold the Tenderer responsible for satisfactory and due & proper fulfilment of the contract.
27. **FORCE MAJEURE** Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the

other party of the period for which the force majeure condition continued and will also give documentary evidence thereof to this effect.

28. **CONFIDENTIALITY.** Any information delivered or otherwise communicated by RFCL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of RFCL be published or 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 all claims, losses, demands, causes of action arising out of the services, labour, equipment and material supplied.
30. **Dispute Resolution:** "Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between/among the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved /settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/es may refer the said dispute/s for adjudication through Arbitration, as prescribed hereinafter.  
On failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated through Arbitration under/in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad for the state of Telangana and the State of Andhra Pradesh Rules 2015" as amended or modified or re-enacted from time to time. Where the said rules are silent or in conflicts with Indian Laws, same shall be governed by Arbitration & 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 claim of interest) more than Rs 3 Crore, otherwise number or Arbitrator shall be one (1) i.e., (Sole) Arbitrator.  
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 i.e. Arbitration Centre, Hyderabad, However, The Seat of the Arbitration Shall be Ramagundam, Peddapalli District, State of Telangana. The courts at 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 for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract."
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

Annexure – VITENDERER 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.
18.	Other information if any

YES / NO (If Yes, give the following details)		
Name & Designation of the Employee	Place of Posting	Relation with the Employee

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