

Bid Document

Bid Details	
Bid End Date/Time	10-01-2022 15:00:00
Bid Opening Date/Time	10-01-2022 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Chemicals And Fertilizers
Department Name	Department Of Fertilizers
Organisation Name	Ramagundam Fertilizers And Chemicals Ltd
Office Name	New Delhi
Total Quantity	400
Item Category	90 W LED (Q3) ()
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 Criteria,Past Performance,Bidder Tur ATC),OEM Authorization Certificate,OEM Annual specification and supporting document *In case any bidder is seeking exemption from E the supporting documents to prove his eligibility uploaded for evaluation by the buyer
Past Performance	80 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

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

ePBG Detail

Advisory Bank	State Bank of India
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 with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for excluded from the purview of this Policy.

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

Beneficiary:

Chief General Manager
Ramagundam Fertilizers and Chemicals Limited, FCI Technical Building, Fertilizer City Post 505210, Ramagundam, P State
(Vijay Kumar Bangar)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheet certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the bidder after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM (themselves or their regular, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / Public number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as per (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. To avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local value addition at which the local value addition is made along with their bid, failing which no purchase preference shall be given. If the local value addition is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor of the company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises are allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid document.

precedence over this clause.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must offer product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documents shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller has to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Government / Public Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product should meet this criterion.

90 W LED (400 pieces)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	
1	Ritesh Kumar Thakur	505210,Ramagundam Fertilizers , RFCL Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana	400	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable
1	Bid Document View	Bid Document	90 W LED(400)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added. Bidder must get approval from competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any conflict.

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: Fertilizers City Post 505210 Ramagundam, Peddapalli District Telangana

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceeding. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years offered product shall not be declared end-of-life by the OEM before this period.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility. Reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum.

5. **Generic**

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

- a. 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 refer to the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid will be rejected.

7. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years last 3 years. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of work) to be provided by OEM / OEM Certified resource or OEM authorised Reseller.

9. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% during the currency of the contract at the contracted rates. Bidders are bound to accept the orders.

10. **Generic**

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

11. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the Buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the Buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the obligations thereunder.

12. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturer (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be

13. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available terminate the Contract or any part thereof by a written notice to the Seller, if:

- 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 Delivery Period otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to defective Material(s) promptly.
- 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 Purchase Order.

14. **Generic**

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

15. **Scope of Supply**

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

16. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 years turnover in respect of the completed financial years after the date of constitution shall be taken into account.

17. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the average turnover for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 years average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criteria.

18. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Purchase preference to Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered product. Documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If the bidder (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in the bid, the bidder shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

19. **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 governed by the Policy for Purchase Preference to Make In India products dated 2013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with less than 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. In case of false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further

are added in the certification and verification of local content provision of the Preference to Make in India clause.

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India or percentage of local content is also acceptable. In case office or subsidiary in India does not exist or India does not require to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring entity) shall be raised along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied at any stage raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent invoices.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney, stating that the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

20. **Service & Support**

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

21. **Service & Support**

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

22. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee location in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the location, bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only on the evidence of having Functional Service Centre.

23. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid Schedule. Bidder shall submit a Corrigendum if any.

24. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of the goods after installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM details shall be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of defects during the warranty period. Seller should have well established Installation, Commissioning, Training, and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee location shall be uploaded along with the bid.

25. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine technicians for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification period, as per Service level agreement indicated in the relevant clause of the bid.

26. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service request during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete the rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty on the Seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all sum from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides the Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

27. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Ramagundam Fertilizers and State Bank of India, RFCL Branch, Br Code: 61777, Ramagundam. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Bidder's Office by the End date / Bid Opening date.

28. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name F Chemicals Limited Account No. 36727029257 IFSC Code SBIN0061777 Bank Name State Bank of India Branch 61777, Ramagundam, FCI Fertilizer City Post, 505210.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line scanned copy / proof of the Online Payment Transfer along with bid.

29. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 16.12

<u>RFCL Store Code</u>	<u>Item Description</u>
EG3331 090	Supply of ordinary 90 W LED Street light fixture. Detailed Scope of Work is as per Ann and Annexure - II enclosed. Preferable makes: Crompton Greaves, Bajaj, Philips, Have and Surya Lumens / Lux checking shall be done at ground level by RFCL. These readings shall forr monitoring LED light performance during 5 (five) years. Batch test report is acceptable.

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NOTE:

1. **Earnest Money Deposit:** Rs. 25,000/= (Rupees Twenty Five Thousand Only). Details as per Annex
2. **Performance Security:** 3% (Three Percent) of the Order Value. The same shall be valid for a Pe 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 Pr those Bidders who are found to be technically acceptable. Such bidders will be informed regardir Schedule separately.
4. Price being quoted will be on FOR RFCL Ramagundam Project Site, Central Stores Basis; Inclusive any), Insurance, Freight and GST. For Delivery of material on FOR RFCL Site / Stores at Ramagundam
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 n
7. Vendors should give invariable acceptance to RFCL General Terms and Conditions enclosed as Anne

(NK Kishore Dass)
Manager (Materials)

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 16.12

Annexure - III

EARNEST MONEY DEPOSIT (EMD) -

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

The tenderers will have the option to submit the EMD either in the form of a Crossed Demand I Fertilizers and Chemicals Ltd. and issued by any scheduled/nationalized bank payable at Ramagu details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column online payment modes like RTGS/NEFT etc or can submit the EMD in the form of Bank Gaurante Annexure-VI. The charges, if any, for online payment or for DD or for BG submission of EMD will b submission of EMD by DD or in the form of BG, it should be ensured by the tenderer that the orig received by RFCL before opening time of techno-commercial bids for verification of the details c 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.i

Earnest money shall be forfeited at the sole discretion of RFCL in case tenderer after intimation from tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the condition price and/or terms and conditions of the tender within validity period.

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 16.12

Annexure - III

BID SECURITY (**EMD**) FORMAT

DRAFT OF BANK GUARANTEE FOR EMD

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS RE **Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003** (HEREIN, EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ /USD _____ ONLY).

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

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

3. WE _____ BANK FURTHER AGREE THAT THE TENDERS HEREIN CONTAINED SHALL REMAIN VALID AND EFFECTIVE DURING THE PERIOD THAT WOULD BE TAKEN FOR THE FINALISATION OF THE SAID TENDER AND THE SAID TENDER SHALL BE ENFORCEABLE TILL THE SAID TENDER IS FINALLY DECIDED AND ORDER PLACED ON THE SAID TENDER. THE DUES OF RFCL UNDER/OR BY VIRTUE OF THE SAID TENDER HAVE BEEN FULLY PAID AND 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 DISCHARGED. UNLESS A DEMAND OR CLAIM UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE 12 MONTHS CLAIM OVER AND ABOVE THE PERIOD MENTIONED IN THE PARAGRAPH FOR THE VALIDITY OF THE TENDER WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE _____ BANK, LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DOCUMENT WITH THE PREVIOUS CONSENT OF 'RFCL' IN WRITING. DATED _____ DAY OF _____

CORPORATE SEAL

FOR BANK.

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RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 16.12.2021

Annexure - IV

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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** 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 thereafter 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 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 Banks excluding Rural and Co-operative Banks, in the prescribed format (as per **Annexure-VII**).
- (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 the contract whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, the tenderer shall be liable to get the bank guarantee extended as asked for. RFCL, at its sole discretion can call in the Bank Guarantee for the amount of Bank Guarantee.
- (f) The above SD-cum-PBG will be deemed to be security for the faithful performance of the contract under Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of breach and conditions of the contract, RFCL will have the right to draw from the Bank Guarantee / SD-cum-PBG up to the full part of value of the same and tenderer will make good the value of Bank Guarantee / SD-cum-PBG 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 incurred by tenderer under the contract or any law for the time being in force relating thereto.
- (h) In the event of the forfeiture of whole or part of the SD-cum-PBG, the tenderer will deposit 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. RFCL, if any difference or dispute is likely to exist, to defer payment of the SD-cum-PBG or any part thereof 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/BET 200653/90 W LED Dated: 16.12.2021

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 _____ a bank incorporated and having _____ (hereinafter called BANK) which expression shall unless repugnant to meaning thereof include its successors and assigns on the one part and **RAMAGUNDAM FERTILIZERS LIMITED**, a Company registered in India under Companies Act, 2013 and having **Complex, Core No. III 7, Institutional Area, Lodhi Road, New Delhi-110003**, India to the contract thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement dated _____ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning and assigns, for supply of _____ a Company incorporated in _____ 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 fulfillment 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 amount of Rs. _____ at Owner's disposal and hereby promises and shall forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under which contractor is liable and without any protest or demur and without recourse to contractor and as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof at 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 the Contractor.

Upon issuance of Commissioning / Erection / Completion certificate according to terms of contract within _____ months after the issuance of the above mentioned certificate of commissioning / erection / completion, 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 any security now or hereafter held by Owner on account of money hereby intended to secure and Own any further consent from the Bank, and without affecting its rights against the Bank, may compound or other indulgence to or make any other arrangement with Contractor and nothing done or omitted in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-Performance Bank Guarantee shall initially upto _____ months from the effective date of Bank Guarantee No. _____ be returned to the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be liable for all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course. Such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice 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 as 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 the signature)

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 16.12.2021

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 Ramgunj 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. The offer shall be submitted giving full details as per NIT. Incomplete quotations &/or offers not conforming to the instructions are liable to be summarily rejected. Offer validity of the Tender shall be valid **minimally** 30 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 of multiple offer on their letter head, they can submit the offer but the format should be strictly in prescribed format. Otherwise the offer shall liable to be summarily rejected. Tenderer should quote one rate for specific item. **MULTIPLE RATE QUOTATIONS AGAINST SINGLE ITEM WITH SAME SPECIFICATION & MAKE SHALL BE REJECTED.**
4. Rates must be quoted on **FOR Ramagundam basis** in the rate column, according to 'unit of measurement'. Rates against **each line item** shall be given legibly in words as well as in figures and free from cutting. Tenderer shall indicate the rates of GST applicable in their bid, for the quoted item indicating clear description and 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 ex-employee of RFCL is employed, furnish details separately). It shall be certified by the Tenderer that none of RFCL employee is related to owners/directors (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 person. RFCL at its sole discretion reject the tender.
6. The prospective tenderer having any common Partners/Directors/Managing partners etc or having any common blood relation shall be considered as Sister Group/Associate company. In such cases, only one of them will be considered for tender.
7. RFCL reserves the right to accept or reject any quotation in full or in part without assigning any reason. RFCL is not bound to disclose the reasons for rejection of the offer to the tenderers. No correspondence shall be entertained regarding to acceptance or rejection of an offer.
8. RFCL will have the right to issue addendum/corrigendum to tender documents to clarify, amend, or modify any of the conditions, clauses or items stated. Addendum /Corrigendum so issued will form the part of the tender.
9. RFCL reserves the right to postpone the tender opening date and/or time and will intimate the same by written communication. In case of postponement along with notice of revised opening date and time. In case, due to some unforeseen circumstances, the receiving/opening of the tender happens to be a holiday/closed day, the date of receiving/ opening of the tender shall be postponed to the next working day.
10. In case clarifications are required on invitation to tender the Tenderer shall approach RFCL in writing before the closing of the tender. However, failure to receive any addendum or clarification shall not relieve the Tenderer from the obligations stipulated in the invitation to tender.
11. Samples must be submitted where specified along with the quotations. Samples must be carefully prepared and clearly marked 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 / overwritings/erasions shall be duly signed by authorized representative of the tenderer. If there is any discrepancy in respect to unit rate and amount value, unit rate should prevail and amount/total value shall be calculated on the basis of unit rate expressed figures as well in words and if any error noticed in between, the rate given in figures shall prevail. Calculations will be changed accordingly.
13. The tenderers must accept the terms and conditions stipulated in NIT by signing manually if the tenderer is/is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of company tendering 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 stipulated in NIT, warranty period, PRS etc, it shall be presumed that the Tenderer has accepted NIT conditions as stipulated. If the Tenderer is seeking specific confirmation about acceptance of these conditions shall be made. However, RFCL will not accept offers having deviation to NIT terms and conditions in respect of EMD, security deposit, PRS etc. RFCL will be adopting the stipulated loading criteria, where ever applicable.
15. **PRICE REDUCTION SCHEDULE [PRS] /CANCELLATION OF ORDER:** It shall be obligation of the Tenderer to deliver the quantities quoted and accepted by them in NIT/Purchase Orders of RFCL. In case of delay in delivery has been granted by RFCL on application made by the supplier, RFCL may at its discretion grant alternatives of (i) Reduction of 0.5% (half percent) on the value of the total ordered prices of the material for each complete week of delay or part there of subject to a maximum of 5% of the value of the order. The amount taken into account for the above price reduction, if applicable and payment shall be released for the value of the material above reduction. If supplier does not raise invoice for reduced value, the supplier shall issue credit note for the above reduction amount, or (ii) purchase elsewhere on account and at the risk & cost of the supplier of the material. RFCL will 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 commencing of work by RFCL, Ramagundam. Payment will be released after duly adjusting the PRS, statutory deductions, if any.

- Payment shall be released through RTGS. Suppliers shall provide the requisite details of their code of Bank in RFCL prescribed format.
 - The Tax Invoice for payment shall be submitted to Officer- In- Charge (Stores), RFCL Ramagundam 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 contract. No increase/decrease in rate(s) will be allowed. However, any increase/decrease in rates of statutory levies and duties, shall be allowed and notification of Government comes within contractual delivery period. No escalation/ revision will be allowed for 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 tenderer.
 19. **INSPECTION:** RFCL shall not carryout pre-dispatch inspection at supplier premises unless otherwise stated in the Order. Inspection shall be made at RFCL, Ramagundam and decision of RFCL's Officer- In- Charge. If defective/damaged, the same shall be replaced free of cost and in such case freight charge shall be borne by the supplier. If it is found that the materials supplied are not as per RFCL order specifications or requirements, 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 goods from the date of supply or commissioning at RFCL, as applicable. Supplier will provide warranty against manufacturing defects/ poor workmanship as per Scope of Work /Standard Terms and Conditions of the Order. Tenderer to specify OEM warranty on each item. In case of supplier not confirmed warranty of performance, RFCL shall be the sole judge entitled to reject the supplied items against manufacturing defects/ poor workmanship for a period of 18 months from date of commissioning whichever is earlier and supplier will submit Warranty Certificate along with despatch documents. However, Defects, damages reported during guarantee/warranty period shall be attended & rectified within 7 days from date of intimation.
 21. If applicable, as per tender enquiry/ Scope of Work/ Specifications, the supplier will arrange Site 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. Each material, consignment shall be consigned to 'RFCL, Ramagundam and not on 'SELF' basis. Each consignment shall be prominently marked with Order No. and packing No. The equipment/items should be dispatched by a dedicated transporter on Door Delivery basis. The freight charges are to be included in the quoted prices. All goods consigned should be arranged by the supplier covering all transit risks upto the destination. All charges including demurrage are to be included in the quoted prices. All goods shall be consigned to Officer- In- Charge (Store) 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 be treated as delisting.
 24. If a Tenderer resorts to any frivolous, malicious (or) baseless complaints/allegations with an intention to delay the tendering process (or)resorts to canvassing/rigging/ influencing the tendering process, RFCL reserves the right to disqualify 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 awarded by RFCL and in no case supplier shall have any general lien towards RFCL in pursuance of Purchase Order.
 26. **NON-ASSIGNABILITY OF CONTRACT:** The successful Tenderer shall not transfer or assign the contract or any part thereof without obtaining the written permission of RFCL in advance. In the event of the successful tenderer transferring the contract or any part thereof without such permission, RFCL shall be entitled to cancel the contract and the goods elsewhere. Successful Tenderer shall be liable to the RFCL for any loss or damage or consequence arising out of such purchases. Even in case RFCL permits transferring or assigning the contract, it shall not create any contractual obligation between RFCL and the person or party to whom the contract is transferred or assigned and shall hold the Tenderer responsible for satisfactory and due & proper performance of the contract.
 27. **FORCE MAJEURE :**Neither party will be liable for any claim on account of any loss, damage or consequence arising out of any failure to carry out the terms of this contract, where such failure is caused by natural calamities, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any State or Central Government or a local authority/authorities, provided a notice of such occurrence in writing within 10 days from the date of occurrence of the force majeure condition, furnish documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure condition, the successful tenderer will inform the other party of the period for which the force majeure condition was in effect and furnish documentary evidence thereof to this effect.
 28. **CONFIDENTIALITY:** Any information delivered or otherwise communicated by RFCL to successful tenderer in connection with this contract shall be regarded as secret and confidential and shall not be disclosed without the written consent of RFCL.

- disclosed to any third party or made use of by the supplier except for the purpose of implementing
29. **INDEMNITY:** In the event of issue of purchase order, the Tenderer shall indemnify and save himself from all 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 (Dispute/s) whatsoever, which shall at any time arise between/among the parties hereto, touching the operation or effect of the contract, or out of the matters relating to the contract or breach thereof, the liabilities of the parties, whether during or after completion of works or whether before or after the expiry of the contract shall be resolved /settled amicably through negotiation by mutual consent. If either party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be resolved within 15 days from the date of receipt of dispute notice by other party, then, party/ies may refer the dispute to be resolved through Arbitration, as prescribed hereinafter.
On failure of amicable resolution/settlement as above, the dispute/s shall be referred / adjudicated to be resolved in accordance with "Arbitration Centre (Domestic and International), High Court of Judicature at Hyderabad, State of Telangana and the State of Andhra Pradesh Rules 2015" as amended or modified or re-enacted. If the said rules are silent or in conflicts with Indian Laws, same shall be governed by Arbitration & Conciliation Act, 1996 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 (including interest) more than Rs 3 Crore, otherwise number of 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 ie. Hyderabad. However, The Seat of the Arbitration Shall be Ramagundam, Peddapalli District, State of Telangana. 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 for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitration Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable at the date of award of contract."
31. **JURISDICTION:** This Agreement shall be construed and governed in accordance with the laws of India. This Tender to this Tender shall be subject to the exclusive jurisdiction of courts at Ramagundam, Peddapalli District, State of Telangana.

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 16.12.2017

Annexure - VI

TENDERER DETAILS

Sr.	Description	
1.	Name of Company/Firm	
2.	legal status of the firm (Limited Company/Partnership/Proprietor etc. (Pl. Specify)	
3.	Trade Name of the Company/Firm	
4.	Registration Number of Firm/Company	

5.	Complete Registered/Branch Address			
6.	Name of Proprietor/Partners/Directors			
7.	Contact/Authorized Person name and Designation			
8.	Land line Tel No			
9.	Mobile number			
10.	Email Id			
11.	PAN No. to be intimated along with Documentary Proof thereof.			
12.	G S T Registration No. with Documentary Proof.			
13.	HSN/SAC No.			
14.	If the Tenderer is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the Tenderer and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the Tenderer is not registered as per MSMED Act, 2006. Registration month & Year should be prior to bid submission due date.			
15.	Bank Account Details:			
	Name of Beneficiary/Account holder			
	Complete Bank Account No:			
	Account type (SB/Current/CC/OD) Pl. Specify			
	Name of Bank and Branch Address:			
	IFSC Code:			
16.	Name of Beneficiary			
17.	If a Tenderer has relations whether by blood or otherwise with any of employees (including employees on deputation) of RFCL, the Tenderer must disclose the relation at the time of submission of Tender, failing which, RFCL shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee

18.

Other information if any

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

Name, Seal & Signature

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30. Buyer Added Bid Specific ATC

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

31. Past Project Experience

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

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

32. Financial Criteria

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

33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides GeM GTC). DD should be made in favour of Ramagundam Fertilizers and Chemicals Limited payable at State Bank Code: 61777, Ramagundam. After award of contract, Successful Bidder can upload scanned copy of the DD in place of delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Ramagundam Fertilizers and Chemicals Limited 36727029257 IFSC Code SBIN0061777 Bank Name State Bank of India Branch address RFCL Branch, Br Code 505210, Ramagundam. Successful Bidder to indicate Contract number and name of Seller entity in the transaction on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG with contract.

35. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation of similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) 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. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority. The organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequent eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications.

conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporatir policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the de of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not Further any reference of conditions published on any external site or reference to external documents / clauses shal seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can against the same by using the Representation window provided in the bid details field in Seller dashboard after logg bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open b representations.

[This Bid is also governed by the General Terms and Conditions](#)

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 share this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration ar immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---