

<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 Annexure – I and Annexure – II 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



(NK Kishore Dass)
Manager (Materials)

Annexure I

MI Control No: BET20065390

Scope of supply:

Supply of 90w Led street 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 polycarbonate 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) These light fixture must be complete in each and every respect and 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 90 W 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 I).
- 12) TOP Opening separate driver compartment with IP66 protection and impact resistance of IK07
- 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 the 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 encasing CPBG/ forfeiting CPBG amount

Or

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.

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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 year (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 gets faulty at a time during warranty period 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 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

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

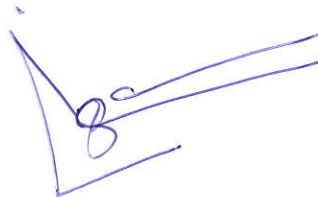
Following documents of lights is required:

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 its 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 Indian Market. The party shall have particularly active presence in Hyderabad or nearby Ramagundam.
2. Party must be a reputed brand established in the Indian Market for last 20 years with its continuous and strong presence in the market in the prescribed category and the offered product must be at least 5-year-old and in continuous use in large scale power, fertilizer, chemical industries or refineries.
5. 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 tender as well as from future bids.
6. The product shall not be originated, manufactured or marketed in china or by Chinese companies or by Indian companies as Channel Partners 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 / Not 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	5 years warranty period.	
10	Address of the Vendor Service Network to nearby RFCL Ramagundam	
11	It should be suitable for smart lighting control system. Following features are to be considered in smart lighting system: A) Illuminaries can be controlled through sim and laptop from remote location. B) Depending upon the lux level requirements lights must be suitable for dimming from remote location. C) Healthiness of lights can be monitored from remote location. D) One number smart control system should be capable to control and monitor all the illuminaries with in 400 to 500 mtr radius. E) mode of communication between lighting fixture and smart lighting control system and controlling device should be either wireless or through LAN cable.	
12	All the illuminaries should be in fully operational mode even without smart lighting control system.	
13	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
14	Party has to agree with all points mentioned in Annexure I	
15	All the illuminaries should be in fully operational mode even without smart lighting control system.	

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 12.10.2021

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 [RFCL]. 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 Gaurantee Format of EMD-BG as per enclosed EMD BG Format. 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 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.

Tenders without earnest money deposit shall be summarily rejected.

Note: Tenderer shall have to submit copy of such DD/RTGS/NEFT/BG details immediately to siva@rfcl.co.in and nkkdass@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.

BID SECURITY (EMD) FORMAT

DRAFT OF BANK GUARANTEE FOR EMD

IN CONSIDERATION OF Ramagundam Fertilizers and Chemical Limited (RFCL), HAVING ITS REGISTERED OFFICE AT **3rd and 4th floor, Mohita Building, 4, Bhikaji Cama Place, New Delhi-110066** (HEREINAFTER CALLED RFCL WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES ITS SUCCESSORS AND ASSIGNS) HAVING AGREED TO EXEMPT _____ (HEREINAFTER CALLED THE, THE SAID TENDERER(S)' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDES HIS SUCCESSORS AND ASSIGNS) FROM THE DEMAND UNDER THE TERMS AND CONDITIONS OF TENDER NO _____ FOR _____ HEREINAFTER CALLED "THE SAID TENDERER" OF SUCH BID SECURITY DEPOSIT FOR THE DUE FULFILMENT BY THE SAID TENDERER(S) OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID TENDER _____ FOR _____ ON PRODUCTION OF BANK GUARANTEE FOR RS. _____ (RUPEES /USD _____ ONLY).

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

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

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

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

CORPORATE SEAL

FOR BANK.

RFCL Reference No: RFCL/MM/PUR/BET 200653/90 W LED Dated: 12.10.2021

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 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

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)