



आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड  
REC POWER DISTRIBUTION COMPANY LIMITED  
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)  
CIN No. RECPDCL-U40101DL2007GOI165779

Corporate Office: 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019  
Tel: 011-44128755 Fax: 011-44128768, Website: www.recpdcl.in, E-mail: co.delhi@recpdcl.in  
Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091508 Fax: (011) 24365615

NIT No: RECPDCL/Tech/NIT/2016-17/441

Dated: 09.05.2016

### Notice Inviting Tender

(Invited through e-Tendering mode only)

**For Selection of Agencies for production of videos and photography for Rural Electrification Programme under DDUGJY scheme/UE Monitoring**

#### **REC Power Distribution Company Limited**

(A wholly owned subsidiary of REC, a 'Navratna CPSE')

Under the Ministry of Power, Govt of India)

**CIN No. of RECPDCL - U40101DL2007GOI165779**

#### **Corporate office**

10<sup>th</sup> Floor, 1016-1023,  
Devika Tower, Nehru Place,  
New Delhi-110019  
Telephone: (011) 44128755  
Telefax: 011-44128768  
Website: [www.recpdcl.in](http://www.recpdcl.in)

Description of task, e-tender submission format and procedure is provided in the NIT available on RECPDCL website ([www.recpdcl.in](http://www.recpdcl.in)), REC website ([www.recindia.com](http://www.recindia.com)), e-tendering website ([www.tenderwizard.com/REC](http://www.tenderwizard.com/REC))

Important Dates	
Date of Release of NIT	09.05.2016
Date of seeking queries/Pre-Bid Meeting	17.05.2016 up to 11:00 Hours
Last date of submission of Bid	24.05.2016 at 15:30 Hours
Date of Opening of Technical Bid	24.05.2016 at 16:00 Hours
Date of Opening of Financial Bid	To be intimated later

**Note:** Online registration shall be done on e-tendering website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

[This document is meant for the exclusive purpose of Agencies against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.]

-Sd-  
(S.C. Garg)  
Addl. C.E.O.

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## SECTION-I

### IMPORTANT INFORMATION

Sl. No.	Event	Information to the Agencies
1	Date of Release of NIT	09.05.2016
2	Date of seeking queries/Pre-Bid Meeting	17.05.2016 up to 11:00 Hours
3	Last Date for online Submission of bid	24.05.2016 at 15:30 Hours
4	Date of Opening of technical bid	24.05.2016 at 16:00 Hours
5	Date of Opening of financial bid	To be intimated later
6	NIT document	The details can be downloaded free of cost from the websites: <a href="http://www.recpdcl.in">www.recpdcl.in</a> (or) <a href="http://www.recindia.com">www.recindia.com</a> (or) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .
7	EMD #	To be submitted as per Clause-5 under <b>Section-IX</b>
8	Address for communication	REC Power Distribution Company Limited., 10 <sup>th</sup> Floor, 1016-1023, Devika Tower, Nehru Place, New Delhi-110019, India. Phone : +91-11-44128752/57, Telefax : +91-11-44128768, Email: <a href="mailto:co.delhi@recpdcl.in">co.delhi@recpdcl.in</a>
9	Contact Person	<b>Shri. Ajay Kumar,</b> Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767; Fax:011-44128768 Email: <a href="mailto:co.delhi@recpdcl.in">co.delhi@recpdcl.in</a> <b>Shri. Sunil Bisht,</b> Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760; Fax:011-44128768 E-mail: <a href="mailto:co.delhi@recpdcl.in">co.delhi@recpdcl.in</a>

# **The EMD** (Earnest Money Deposit) is to be submitted by all the participating bidders of an amount as mentioned in clause no. 5 under **section-IX** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-VII**" or Bank Demand Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi. The EMD of unsuccessful bidders will be returned within 90 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

## **SECTION-II**

### **PREFACE**

#### **INTRODUCTION:**

**REC Power Distribution Company Limited (REC PDCL)**, registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi- 110003 an ISO 9001:2008, 14001:2004 & OHSAS 18001:2007 certified, a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a “Navratna CPSE” under the Ministry of Power, Govt. of India is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India’s power schemes for power utilities across the country and various regulatory assignments with SERCs. It includes the project works under Rural Electrification (RGGVY), PMC works of RGGVY/DDUGJY, DPR preparation for R-APDRP/RGGVY/NEF/DDUGJY/IPDS and other power projects scheme, Third Party Inspection, Feeder Renovation Program, Feeder separation, HVDS program, Lender’s Engineers assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, system study, MRI based billing and Cost Book Data Preparation as per the need of the power utilities, Regulatory Commission across the country.

**Rural Electrification Corporation Limited (REC)**, a NAVRATNA Central Public Sector Enterprise under Ministry of Power, was incorporated on July 25, 1969 under the Companies Act 1956. REC is a listed Public Sector Enterprise Government of India with a net worth of Rs. 24,857.03 crore as on 31.03.15. Its main objective is to finance and promote rural electrification projects all over the country. It provides financial assistance to State Electricity Boards, State Government Departments and Rural Electric Cooperatives for rural electrification projects as are sponsored by them.

REC provides loan assistance to SEBs/State Power Utilities for investments in rural electrification schemes through its Corporate Office located at New Delhi and 20 field units, which are located in most of the States. The Project Offices in the States coordinate the programs of REC’s financing with the concerned SEBs/State Power Utilities and facilitate in formulation of schemes, loan sanction and disbursement and implementation of schemes by the concerned SEBs/State Power Utilities.

### **SECTION-III**

#### **INTENT AND OBJECTIVES**

On 15<sup>th</sup> August-2015, Hon'ble Prime Minister of India, has set up a goal to electrify all 18,452 un-electrified (UE) villages in the country within 1000 days. Hence, work of electrification of UE villages has been taken up in mission mode i.e. 'UE Mission' under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) of Govt. of India. REC Limited is the nodal agency for the implementation of DDUGJY scheme. Till date more than 7,000 villages have been electrified.

RECPDCL invites agencies which are technically & professionally qualified and empanelled with Directorate of Advertising and Visual Publicity (DAVP) or National Film Development Corporation of India (NFDC) for production of documentary/short film.

**The objective of this NIT will be broadly to produce short documentary films/ videos and photos of all UE villages through field visits (mostly lying in far-flung areas of the country) to showcase mainly socio-economic effect of 'UE Mission' in Rural India and successful implementation of the project. However, the detailed scope of work is mentioned in SECTION-V.**

Suitable agencies will be selected for the said work **as per eligibility criteria as detailed in Section-IV.**

## SECTION-IV

### Eligibility/ Qualification Criteria

S. No.	Minimum Qualification Criteria	Documents Required
1	The Production house/agency shall be empanelled with Directorate of Advertising and Visual Publicity (DAVP) or National Film Development Corporation of India (NFDC) for production of documentary/short film.	Document / Certificate reflecting valid empanelment with Directorate of Advertising and Visual Publicity (DAVP) or National Film Development Corporation of India (NFDC) for production of documentary/short film issued by competent authority shall be submitted by the bidder.
2	Bidder should not be blacklisted by any Central/ State Government/ Semi Government/ Public Sector Undertaking.	An undertaking shall be submitted in this regard.

## SECTION-V

### SCOPE OF WORK

Production of short documentary films/ videos and photos of all UE villages i.e. 18,452 is to be carried out by actual field survey/visits at village level. The Detailed scope of work is as below:

- 1. Aspects that shall be highlighted:** Indicative aspects required to be covered in videos/ photos are as below:
  - A. To showcase importance of the project in the interest of nation:
    - The importance of 'UE Mission', an initiative of Ministry of Power, Government of India.
    - Initiatives taken by REC/RECPDCL to accomplish the project within timelines.
    - Mobilization of manpower in all districts/states for continuous effective monitoring of Electrification works.
    - Challenges faced by our Engineers (GVAs) during monitoring of difficult terrains, Geographical areas across India.
    - Highlighting the features of 'Grameen Vidyutikaran' Mobile Application i.e. 'GARV' App.
    - Use of technology like 'GARV', WhatsApp, Emails etc. at every stages of progress. The progress updates on real time basis were being uploaded on web portals to reflect transparency and accountability to encourage the E-Governance.
    - Testimonials and feedback of eminent persons of villages such as *Gram Pradhan*, School Teachers etc. and general public of villages benefitted by this project.
  - B. To showcase comprehensive impact on economy of villages:
    - Income benefits from access to electricity through new opportunities of work.
    - Increased agricultural / manufacturing productivity at household level
    - Impact on rural poor especially BPL/SC/ST, small & medium farmers, landless agricultural laborers etc.
    - Skill enhancement, if any
  - C. To showcase overall impact on social development of villagers:
    - To measure leisure and domestic benefits from lighting and TV/radio/Mobile etc.
    - Time savings from household chores which can be used for leisure and productive activities
    - Education benefits for children living in electrified households
    - Improved health outcomes i.e. ophthalmic issues etc.
    - Public safety benefits, such as increased security during night time
- 2. Deliverables:** Following deliverables shall be submitted on completion of impact assessment of 'UE Mission':
  - A. Short documentary films/ videos:**
    - Separate uncut videos of duration approx. 15 minutes or as per requirement of REC/RECPDCL for pre and post electrification scenario of each UE village shall be submitted.
    - Final edited video with suitable background score/ jingle/ song of duration approx. 7-10 minutes or as per requirement of REC/RECPDCL covering both pre and post electrification scenario of each UE village shall be submitted.
    - Videos shall be produced in progressive HD format.
    - Videos should have an important element of Music and Sound supporting the visuals, hence the filmmakers need to have an expertise on both Audio and Visual aspects that including music and sound-design.
    - The filmmakers will themselves arrange a recognized anchor/singer for the purpose of recording the background score/ jingle.

- Videos shall be delivered on Hard Drive/ Pen Drive/ CD/ DVD etc. and through online file transfer links or any separate upload link provided by REC/RECPDCL.
- Videos should be compatible to be run on internet, mobile phones, TV & cinema etc. as per requirement of REC/RECPDCL.
- As and when required, videos should be dubbed in various state/regional languages etc. as per requirement of RECPDCL.

**B. Photography:**

- Sufficient nos. of photos of pre-electrification and post-electrification scenario shall be submitted for each village as per requirement of REC/RECPDCL.
- Photos shall be produced in progressive HD format through still photography.
- Photos should be compatible for internet, mobile phones, TV & cinema etc. as per requirement of REC/RECPDCL.
- Photos shall be delivered on Hard Drive/ Pen Drive/ CD/ DVD etc. and through online file transfer links or any separate upload link provided by REC/RECPDCL.

**3. No. of UE villages to be covered:** Agency has to cover all UE villages in the states as detailed below:

S. No.	State	No. of UE Villages
1	Arunachal Pradesh	1578
2	Assam	2892
3	Bihar	2747
4	Chhattisgarh	1080
5	Himachal Pradesh	35
6	Jammu & Kashmir	134
7	Jharkhand	2525
8	Karnataka	39
9	Madhya Pradesh	472
10	Manipur	276
11	Meghalaya	912
12	Mizoram	58
13	Nagaland	82
14	Odisha	3474
15	Rajasthan	495
16	Tripura	26
17	Uttar Pradesh	1529
18	Uttarakhand	76
19	West Bengal	22
<b>Grand Total</b>		<b>18452</b>

**NOTE: Videos/ photos of only post-electrification scenario shall be produced for those UE villages which are already electrified.**



**4. Delivery Schedule with Timeline:**

- A.** Agency should have sufficient number of videographers/photographers so as to complete the assignment within timelines as required by REC/RECPDCL.
- B.** Agency shall submit videos/photos as per requirement of REC/RECPDCL from date of intimation. However, agency shall deploy sufficient/parallel teams to get the work completed as per schedule given by REC/RECPDCL.

**NOTE: Tentative timeline to accomplish 'UE Mission' as directed by Ministry of Power, Govt. of India is 31<sup>st</sup> March, 2017.**

## SECTION-VI

### **Instructions to Agencies**

The submission and opening of Bids will be through e-tendering process. Agency shall submit their responses online through e-tendering website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)

A. Agency can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal [www.recpdcl.in](http://www.recpdcl.in) or [www.recindia.com](http://www.recindia.com) or [eprocure.gov.in](http://eprocure.gov.in) and e-tendering registered link given in RECPDCL website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)

(Note: To participate in the e-Bid submission, it is mandatory for agency to have user ID & Password. For this purpose, the agency has to register itself with RECPDCL through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token for applying in the Bid. In this connection vendor may also obtain the same from tender Wizard).

#### **Steps for Registration**

- (i) Go to website <http://www.tenderwizard.com/REC>
- (ii) Click the link 'Register Me'
- (iii) Enter the details about the E-tendering as per format
- (iv) Click 'Create Profile'
- (v) E-tender will get confirmation with Login ID and Password

Note: Online registration shall be done on e-tendering website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process. It is sole responsibility of the bidder to register in advance.

B. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC> free of cost. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address is given at the Bid.

Bid to be submitted through online mode on website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) in the prescribed form.

C. The Agency qualifying the minimum eligibility criteria mentioned in **Section -IV** should upload duly signed and scanned soft copy of Bid documents given below (as applicable) for the pre-qualifying response:

1. Eligibility / Qualification Criteria Documents.
2. Letter of Submission of Bid (on Letter Head) as per **Annexure-I**
3. General Criteria Detail as per **Annexure-II**
4. Brief on assignments as per **Annexure-III**
5. Organization chart as per **Annexure-IV**
6. Details of Methodology and work plan proposed as per **Annexure-V**

7. Letter of Transmittal as per **Annexure-VI**
8. Required EMD of value as mentioned in clause no. 5 under **section-IX** in the form of demand draft/Bank Guaranty (BG) issued in favour of “REC Power Distribution Company Limited” and payable at New Delhi. (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
9. Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-IX**
10. Integrity Pact as per **Annexure-X** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

All the above documents should be addressed

To,

**Addl. Chief Executive Officer,  
REC Power Distribution Company Ltd.  
10th Floor, 1016-1023,  
Devika Tower, Nehru Place,  
New Delhi – 110019**

(Note: All papers that comprise the NIT document must be numbered).

## SECTION-VII

### **GENERAL TERMS & CONDITIONS**

1. The bidder should submit the documents through e tendering mode viz. **letter of submission of bid enclosed as Annexure-I, General criteria details enclosed as Annexure-II, Financial bid/Performa of schedule rates enclosed as form-I, Letter of Transmittal enclosed as Annexure-VI, Acceptance for participation in Reverse Auction as per Annexure-IX, requisite EMD & Integrity Pact as per Annexure-X** to be submitted in original on or before last date of submission of Bids, fulfilling the above conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
3. The bidder shall ensure that deputed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs so that job is carried out in a highly professional and sound managerial manner.
4. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason.
5. Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation of minimum order within the proposed project.
6. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
7. RECPDCL reserves the right to cancel or annul the tender at any stage and call for fresh tender for any part or complete assignment.
8. RECPDCL reserves the right to call for fresh tenders at any stage and/or time as per the present and/or envisaged RECPDCL project requirements, even if the tender is in evaluation stage or the agency has been finalized.
9. RECPDCL reserves the right to modify, expand, split, restrict, scrap, re-float the tender without assigning any reason for the same.
10. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
11. Organization chart of key personnel with name, designation, contact no./Mobile no., E-mail id along with available infrastructure/equipment for execution of proposed work should be submitted as **Annexure-IV**.

12. RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black-listing to various state/central utilities/ Ministry of Power/ State Governments/ Other agencies not to consider the said agency for any assignment including of the same on websites.
13. The companies/firms banned or blacklisted by Govt. / Pvt. Institutions in India will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted.
14. At later stage, after opening of financial bids of agencies meeting the eligibility criteria given in Section-IV, RECPDCL reserves the right to conduct reverse auction. An undertaking as per **Annexure-IX** is to be submitted along with bid.
15. **Integrity Pact:** The bidder has to submit integrity pact as per prescribed format **Annexure-X** on a **non-judicial stamp paper** of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of "Integrity Pact". The bidder will upload the scanned copy of the integrity pact on the portal and should submit the original on or before of the last date of the EOI submission.
16. Joint venture/consortium shall not be considered.

**Liquidated Damages (LD) for delay of completion of work:**

1. In the event of failure to submit the deliverables within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per week of delay or part thereof on lump sum price quoted on pro rata basis. However, the total liability of the agency under this clause shall be restricted to 10% of the contract value as awarded.
2. In case of delay in compliance with the order beyond one week of the stipulated time period, RECPDCL will have the right to cancel the order & forfeit the EMD/ revoke the performance and/or any other bank guarantee etc.
3. In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites.

## **SECTION-VIII**

### **SUBMISSION OF BID**

1. The bidder who meets the qualifying requirement should submit following documents (as applicable) as its bid:

- a) Eligibility / Qualification Criteria Documents.
- b) Letter of Submission of Bid (on Letter Head) as per **Annexure-I**
- c) General Criteria Detail as per **Annexure-II**
- d) Brief on assignments as per **Annexure-III**
- e) Organization chart as per **Annexure-IV**
- f) Details of Methodology and work plan proposed as per **Annexure-V**
- g) Letter of Transmittal as per **Annexure-VI**
- h) Required EMD of value as mentioned in clause no. 5 under **section-IX** in the form of demand draft/Bank Guaranty (BG) issued in favour of "REC Power Distribution Company Limited" and payable at New Delhi. (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
- i) Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-IX**
- j) Integrity Pact as per **Annexure-X** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

2. Only complete bid received on or before the due date and time shall be considered. Bid received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.

3. Bid complete in all respects is required to be submitted latest by on or before 24.05.2016 up to 15:30 hrs & shall be opened on the same day at 16:00 hrs. The agencies or their authorized representative may, if they so desire, be present at the time of opening.

## **SECTION-IX**

### **BID EVALUATION METHODOLOGY**

#### **1. Preparation of Financial Bids**

- 1.1 The Agency should upload Bid document with duly signed copy of the requisite documents through digital signature.
- 1.2 The Bidders are required to submit the complete financial bid documents through e-tendering only after satisfying each and every condition laid down in the tender documents. Bids submitted in other forms shall be summarily rejected.
- 1.3 Do not upload Financial Bid document with any other bid documents. Financial bid has to be uploaded separately.
- 1.4 All rates should be in figures and in words. In case of discrepancy between the words and the figures the rate indicated in words shall prevail.
- 1.4 Rates quoted should be firm and fixed. No price variation and escalation will be allowed.

#### **2. Submission of Financial Bid:**

- 2.1 Scan copy of "**Earnest Money Deposit**" along with letter of transmittal should be uploaded in portal.
- 2.2 Original EMD and integrity pact are to be submitted on or before the last date of the submission.
- 2.3 Financial Bid should only be submitted through e-tendering mode and duly digitally signed by the authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.
- 2.4 REC PDCL reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- 2.5 The quotation shall be valid for entire contract period/completion of the Assignments.
- 2.6 The bidders should satisfy themselves before submission of the bid to RECPDCL that they understand and satisfy each and every condition laid down in the bid document.

#### **3. Opening of Bid:**

- 3.1 Tenders duly submitted/uploaded, will be opened online on the schedule date and time. The tenders will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of tenders.
- 3.2 Bid of only those bidders will be opened who have submitted requisite EMD in original detail as above within the specified time limit.

3.3 If due date of receipt of tenders and/or that of opening of tender happens to be a closed holiday(s), the tenders would be opened on the next working day but the time of receipt and of opening will remain the same.

3.4 REC PDCL reserves the right to postpone and/or extend the date of submission/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Company

#### **4. Financial Bid:**

4.1 Bidders has to quote their rates strictly as per the financial bid format enclosed as **Form-I** should be submitted/uploaded through online/e-tendering mode only.

4.2 Bidder shall quote lump sum rate Per Shoot Day inclusive of all costs involved such as logistics, travelling, production charges, equipment's etc.

4.3 Work shall be awarded to L-1 bidder separately for each state.

4.4 The prices shall remain FIRM till entire contract period /completion of the Assignment.

4.5 In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Words" shall prevail.

4.6 The prices to be quoted would be inclusive of all taxes & duties exclusive of service tax which shall be payable extra as applicable.

4.7 Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.

4.8 Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.

4.9 The bidder may submit the bid for one or more states.

4.10 For each state for which bidder is participating has to submit EMD of value mentioned in clause no. 5 below.

#### **5. Earnest Money Deposit (EMD)**

5.1 Bidders shall submit, Earnest Money of an amount as mentioned in below table in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-VII**" or Bank Draft drawn in favour of REC Power Distribution Company Limited payable at New Delhi and shall be initially be kept valid up to validity of the offer plus 30 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.

5.2 Earnest Money shall be forfeited in case of the following:

- a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
- b) On refusal to enter into contract agreement after award of contract.
- c) Non submission of Contract Performance Guarantee.

5.3 The EMD shall be returned without interest:

- a) To the all unsuccessful bidders
- b) To successful bidder on acceptance of LOA & submission of Contract Performance Guarantee by successful bidder.
- c) In case bidding process is terminated by REC PDCL for any reason.



S. No.	State	EMD to be submitted (in ₹)
1	Arunachal Pradesh	10,000/-
2	Assam	25,000/-
3	Bihar	25,000/-
4	Chhattisgarh	10,000/-
5	Himachal Pradesh	5,000/-
6	Jammu & Kashmir	5,000/-
7	Jharkhand	25,000/-
8	Karnataka	5,000/-
9	Madhya Pradesh	5,000/-
10	Manipur	5,000/-
11	Meghalaya	10,000/-
12	Mizoram	5,000/-
13	Nagaland	5,000/-
14	Odisha	25,000/-
15	Rajasthan	5,000/-
16	Tripura	5,000/-
17	Uttar Pradesh	10,000/-
18	Uttarakhand	5,000/-
19	West Bengal	5,000/-

#### 6. Performance Bank Guarantee (PBG):

6.1 The Performance Bank Guarantee should be submitted by successful bidders in form of Demand Draft (DD)/ Bank Guarantee after the award of work as per prescribed format enclosed as "**Annexure-VIII**" issued in favor of REC Power Distribution Company Ltd. and Payable at New Delhi.

6.2 On award of assignment, 10% PBG of the respective contract value (i.e. as per the Grand total of financial sheet) has to be submitted valid for completion period plus 90 days or such extended period. The performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in scope of work, submission of final report and acceptance of the same by REC/RECPDCL and in case of any failures/non-performance of the contract, PBG shall be forfeited/encashed.

#### 7. Deviation:

The bidder must comply with the Scope of work, all terms and conditions & milestone target for execution of work as per bid document. No deviation on the lower side in this regard shall be accepted. In case of any deviation, Bids shall be summarily rejected.

8. Bidders may be present in person or may send their authorized representative at the time of opening of bid as per schedule. No further intimation shall be given if there is no change in the schedule. It is expected that all bidder shall attend the opening of bids. However, bids shall be opened and decision shall be taken even in absence of representative if the bid opening is not attended.

9. REC PDCL reserves the right to reject any offer in full or in part & award the work to one or more than one bidders, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of REC PDCL.
10. In case it is decided to split the work to more than one agency at the lowest received rates, preference of work may be given to the agency which quoted the lowest rates in response to tender enquiry.

## **CONTRACT**

### **1. Termination of Contract:**

- 1.1. The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
- 1.2. However, in case, in the opinion of REC PDCL if the agency is not likely to make up for the delay, indicating poor work, the agency is acting in anyway prejudicial to the completion of project, on adoption of unethical practices etc. the contract may be terminated partly or fully by giving 7 days' notice and the balance works shall be got executed at the risk & cost of the agency.
- 1.3. In case of default in services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.

### **2. Terms of Payment:**

The payment to the Bidder for the performance of the works under the contract will be made by RECPDCL as per the guidelines and conditions specified herein. The payment will be made on completion of all the works and on fulfillment by the agency obligations under the contract subject to acceptance by REC/ RECPDCL.

The payment will be made to successful Bidder after the award of work, in the following manner:

- a) No advance payment shall be made.
- b) All Payments shall be made in Indian Rupees only.
- c) Payment shall be made on quarterly basis based on successfully completed shoot days and number of successfully completed villages on pro rata basis as per scope of work with deliverables subject to acceptance by REC/RECPDCL in that particular quarter.

### **3. Tax Deduction at Source:**

Income Tax and any other taxes etc. as may be applicable from time to time during the currency of contract shall be deducted at source from the running bill(s).

#### **4. Force Majeure:**

The REC PDCL and Agency shall ensure due compliance with the terms of this tender/Work order. However no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the tender/Work order to the extent that such a failure is due to force Majeure events which include fire, riot, strike, lock out, forces of nature, accident, and act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within 72 hrs. of occurrence to the other party to this effect. The services covered under this tender/Work order shall be started as soon as the condition of force majeure ceases to exist against the particular party to this tender/Work order.

#### **5. Disputes Resolution & Arbitration**

- a. Disputes under the agreement shall be settled by mutual discussion.
- b. However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, REC PDCL.
- c. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- d. The venue of the arbitration shall be New Delhi, India.
- e. The fee & other charges of Arbitrator shall be shared equally between the parties.
- f. The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendente lite interest during arbitration proceedings.

#### **7. Jurisdiction of Courts:**

The Courts/any other Tribunal or Forum in Delhi/New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

#### **8. Sub-contracting:**

Agencies to which work is awarded are not allowed to Sub-contract the work to any other parties either in part or full.

9. It will be imperative on each bidder to fully acquaint itself of all factors/activities which would have effect on the performance of the work and its cost.

## Financial Bid

Name of the Bidder: \_\_\_\_\_

S. No.	Description of work	State	No. of UE Villages	EMD to be submitted (in ₹)	Lump sum rate per shoot day (in ₹)	
					In figures	In Words
1	Production of short documentary film/ video and photos as per scope of work.	Arunachal Pradesh	1578	10,000/-		
2		Assam	2892	25,000/-		
3		Bihar	2747	25,000/-		
4		Chhattisgarh	1080	10,000/-		
5		Himachal Pradesh	35	5,000/-		
6		Jammu & Kashmir	134	5,000/-		
7		Jharkhand	2525	25,000/-		
8		Karnataka	39	5,000/-		
9		Madhya Pradesh	472	5,000/-		
10		Manipur	276	5,000/-		
11		Meghalaya	912	10,000/-		
12		Mizoram	58	5,000/-		
13		Nagaland	82	5,000/-		
14		Odisha	3474	25,000/-		
15		Rajasthan	495	5,000/-		
16		Tripura	26	5,000/-		
17		Uttar Pradesh	1529	10,000/-		
18		Uttarakhand	76	5,000/-		
19		West Bengal	22	5,000/-		

**Note:**

- Bidder shall quote lump sum rate **Per Shoot Day** inclusive of all costs involved such as logistics, travelling, production charges, equipment's etc.
- Work shall be awarded to L-1 bidder separately for each state.
- The prices shall remain FIRM till entire contract period /completion of the Assignment.
- In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Words" shall prevail.
- The prices to be quoted would be inclusive of all taxes & duties exclusive of service tax which shall be payable extra as applicable.

6. Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
7. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
8. The bidder may submit the bid for one or more states.
9. For each state for which bidder is participating has to submit EMD of value mentioned in above table .

Financial bid to be uploaded in the specific format designed same may be downloaded from website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) and after filling the form it is to be uploaded through digital signature

**Letter for Submission of Bid**

To,  
Addl. Chief Executive Officer  
RECPDCL,1016-1023, 10th Floor,  
Devika Tower, Nehru Place, New Delhi-110019

**Sub.: Selection of Agencies for production of videos and photography for Rural Electrification Programme under DDUGJY scheme/UE Monitoring**

Sir,

With reference to your NIT No. ----- dated ----- **For Selection of Agencies for production of videos and photography for Rural Electrification Programme under DDUGJY scheme/UE Monitoring**, I wish to apply for engagement with REC/RECPDCL for the following districts mentioned in below table:-

<b>S. No.</b>	<b>State</b>	<b>EMD to be submitted (in ₹)</b>	<b>Please tick against the state(s) for which bid is being submitted</b>	<b>DD No./ BG No. &amp; Date against EMD</b>
1	Arunachal Pradesh	10,000/-		
2	Assam	25,000/-		
3	Bihar	25,000/-		
4	Chhattisgarh	10,000/-		
5	Himachal Pradesh	5,000/-		
6	Jammu & Kashmir	5,000/-		
7	Jharkhand	25,000/-		
8	Karnataka	5,000/-		
9	Madhya Pradesh	5,000/-		
10	Manipur	5,000/-		
11	Meghalaya	10,000/-		
12	Mizoram	5,000/-		
13	Nagaland	5,000/-		
14	Odisha	25,000/-		
15	Rajasthan	5,000/-		
16	Tripura	5,000/-		
17	Uttar Pradesh	10,000/-		
18	Uttarakhand	5,000/-		
19	West Bengal	5,000/-		

Further, I hereby certify that

1. **I have read the provisions of the all clauses and confirm** that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:

Place:

Signature .....

Full Name .....

Designation.....

Address .....

***Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.***

**Annexure-II**

**Selection of Agencies for production of videos and photography for Rural Electrification Programme under DDUGJY scheme/UE Monitoring**

**GENERAL CRITERIA DETAILS**

1. **THE FIRM** : \_\_\_\_\_
2. **Name** : \_\_\_\_\_
3. **Regd. Address** :
- a) **Address of Office** : \_\_\_\_\_
- \_\_\_\_\_
- b) **Contact Person's**
- i. **Name & Design.**: \_\_\_\_\_
- ii. **Address** : \_\_\_\_\_
- \_\_\_\_\_
- iii. **Tel No. Landline Mobile**: \_\_\_\_\_
- iv. **Email ID** : \_\_\_\_\_
4. **Type of Firm (Please tick)**: Private Ltd./ Public Ltd./ Cooperative/Partnership/Proprietor
5. **PAN No.** : \_\_\_\_\_
6. **Service Tax Reg. No.:** \_\_\_\_\_
7. **E.M.D. Details** :      **Rs.** \_\_\_\_\_
- DD No.** \_\_\_\_\_
- Name & Address of Bank:** \_\_\_\_\_
- \_\_\_\_\_

**Signature**.....

**Full Name**.....

**Designation**.....

**Address**.....



**BRIEF ON ASSIGNMENTS**

**(Detail of accomplished assignments to be submitted using separate sheet for each assignment)**

Name of assignment	
Name of client	
Location of assignment	
Originally agreed time to complete the assignment (in months)	
Actual time taken to complete the assignment (in months)	
Scope of work of assignment in detail	<i>(Separate sheet may be attached, if required)</i>
Deliverables of the assignments	

(Authorized Signatory on behalf of the organization)

**Annexure-IV**

**Organisation Chart of Key personnel with details of available Infrastructure/Equipments for execution of proposed work**

(Authorized Signatory on  
behalf of the organization)

**Details of Methodology & Work Plan proposed**

(Signature of Authorized Signatory)  
Name of the Signatory  
Company Name  
Date and Place  
Company Seal

**LETTER OF TRANSMITTAL**

To: [Name and address of Client]

.....

.....

.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your NIT dated [**Insert Date**] for Selection of Agency for Impact Assessment of "UE Mission". We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s \_\_\_\_\_ or its group companies have not been awarded any work for & shall not be a competitor to REC/RECPDCL during contract period in case the contract is awarded.

Also, M/s \_\_\_\_\_ or its group companies is not executing or providing any type of consultancy services either directly or as a sub-contractor for the particular work for which Bid is submitted.

It is confirmed that M/s. \_\_\_\_\_ is not banned or blacklisted by any Govt./Pvt. Institutions in India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**BID BANK GUARANTY (EARNEST MONEY DEPOSIT)**

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by  
\_\_\_\_\_

**(Name of the Bank)**

having one of its branch at \_\_\_\_\_ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Distribution Company Ltd., registered under the Companies Act, 1956, having its office at \_\_\_\_\_ (hereinafter called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ to be opened on \_\_\_\_\_ AND \_\_\_\_\_ WHEREAS M/s \_\_\_\_\_

**(Name of Tenderer)**

having its office at \_\_\_\_\_ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job \_\_\_\_\_ as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we \_\_\_\_\_

**(Name of Bank)**

have at the request of the tenderer agree to give RECPDCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without

demur to the extent of Rs. \_\_\_\_\_ Rupees  
\_\_\_\_\_ only).

We further agree as follows:-

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writhing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this Guarantee shall remain in force till \_\_\_\_\_ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to \_\_\_\_\_ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness where of the Bank has subscribed and set its name and seal here under

**Note: - The date shall be thirty (30) days after the last date for which the bid is valid.**

**PERFORMANCE BANK GUARANTY (PBG)**

M/s REC Power Distribution Company Ltd.,  
Core-4, Scope Complex, Lodhi Road,  
New Delhi — 110003 (INDIA)  
(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE NO.:** \_\_\_\_\_

In consideration of REC Power Distribution Company Ltd., having its office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred  
to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its  
successors, administrators and executors) and having issued Empanelment Order No.  
\_\_\_\_\_ dated \_\_\_\_\_ with/on M/s  
\_\_\_\_\_ (hereinafter referred to as "The Agency" which  
expression unless repugnant to the content or meaning thereof, shall include all the successors,  
administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions  
given in the BID/Work Order No \_\_\_\_\_ dated  
\_\_\_\_\_ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance  
Guarantee for the faithful performance of the entire period of empanelment, of the value of  
₹ \_\_\_\_\_.

We, \_\_\_\_\_ ("The Bank") which shall include  
OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.  
\_\_\_\_\_ in your favor for account of \_\_\_\_\_  
\_\_\_\_\_ (The Agency) in cover of performance guarantee in accordance  
with the terms and conditions of the Empanelment Order.

Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_  
\_\_\_\_\_ only) upon receipt by us of your first written demand  
accompanied by your declaration stating that the amount claimed is due by reason of the Agency having  
failed to perform the BID/Work Order and despite any contestation on the part of above named-agency.

This letter of Guarantee will expire on \_\_\_\_\_ including 90 days of claim period and any  
claims made hereunder must be received by us on or before expiry date after which date this Letter of  
Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
Authorized signature  
Chief Manager/ Manager  
Seal of Bank

**Note: The date shall be 90 days after completion of contract period.**

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

***(To be signed and stamped by the bidder)***

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions in case to case at sole discretion of RECPDCL when financial bids are invited later on. Techno-Commercially acceptable bidders upto the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

**The following terms and conditions are accepted by the bidder on participation in the bid event:**

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware itself of auto bid process and ensure its participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder  
(Authorized Signatory)**



**INTEGRITY PACT**

Between

**REC Power Distribution Company Limited**  
having its Registered Office at Core-4 Scope complex

herein after referred to as

**"RECPDCL",**

and

---

*[Insert the name of the Bidder]*

having its Registered Office at \_\_\_\_\_  
*(Insert full Address)*

---

Hereinafter referred to as

**"The Bidder"**

**Preamble**

RECPDCL intends to select, under laid-down organisational procedures, agency for **Selection of Agencies for production of videos and photography for Rural Electrification Programme under DDUGJY scheme/ UE Monitoring**

(Signature) \_\_\_\_\_  
(For & On behalf of RECPDCL)

(Signature) \_\_\_\_\_  
(For & On behalf of Bidder)

**Selection of Agencies for production of videos and photography for Rural Electrification Programme under DDUGJY scheme/UE Monitoring** relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

In order to achieve these goals, RECPDCL and the above named Bidder enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

**Section I - Commitments of RECPDCL**

(1) RECPDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles :

a) No employee of RECPDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) RECPDCL will, during the tender process treat all Bidder(s) with equity and fairness. RECPDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) RECPDCL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) If Chairman RECPDCL obtains information on the conduct of any Employee of RECPDCL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

## **Section II - Commitments of the Bidder**

(1) The Bidder commits himself to take all measures necessary to prevent corruption. He Commits himself to observe the following principles

(Signature) \_\_\_\_\_  
(For & On behalf of RECPDCL)

(Signature) \_\_\_\_\_  
(For & On behalf of Bidder)

during his participation in the tender process and during the contract execution:

a) The Bidder will not, directly or through any other person or firm, offer, promise or give to RECPDCL, or to any of RECPDCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

b) The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided

by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
  - e) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - f) The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or the execution of the contract to the detriment of RECPDCL.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(Signature) \_\_\_\_\_  
(For & On behalf of RECPDCL)

(Signature) \_\_\_\_\_  
(For & On behalf of Bidder)

### **Section III- Disqualification from tender process and exclusion from future Contracts**

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, RECPDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, RECPDCL may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECPDCL may revoke the exclusion prematurely.

### **Section IV - Liability for violation of Integrity Pact**

- (1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.
- (2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

#### **Section V- Previous Transgression**

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(Signature) \_\_\_\_\_  
(For & On behalf of RECPDCL)

(Signature) \_\_\_\_\_  
(For & On behalf of Bidder)

- (3) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section VI - Equal treatment to all Bidders**

- (1) RECPDCL will enter into agreements with identical conditions as this one with all Bidders.
- (2) RECPDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### **Section VII - Punitive Action against violating Bidders / Contractors**

If RECPDCL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if RECPDCL has substantive suspicion in this regard, RECPDCL will inform the Chief Vigilance Officer (CVO)/Competent authority.

#### **Section VIII - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

#### **Section IX - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

(Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_  
 (For & On behalf of RECPDCL) (For & On behalf of Bidder)

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_  
**(For & On behalf of RECPDCL) (For & On behalf of Bidder)**

(Office Seal) (Office Seal)  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

Witness 1 : \_\_\_\_\_ Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_ (Name & Address) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Witness 2 : \_\_\_\_\_ Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_ (Name & Address) \_\_\_\_\_

\_\_\_\_\_  
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