

Certified Company

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: 4th Floor, Kribhco bhawan, A-10, Sector-1, Noida (U.P.)-201301

Website: www.recpdcl.in, Email: co.delhi@recpdcl.in, Phone (120) 4383783

Regd Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003

Phone(011) 43091506 Fax: (011) 24365815

No. RECPDCL/Tech/EOI/2018-19/3851

Notice Inviting Tender
(Invited through e-Tendering mode only)

For

Carry out GPS based SLD Preparation under 24x7 Power for All Scheme in UP (Package-2)

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

4th Floor Kribhco Bhawan A-10, Sector-1 Noida (UP) Website: www.recpdcl.in

Description of task, e-tender submission format and procedure is provided in the Tender document available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.com),e- tendering website (www.tenderwizard.com/REC),(<a href

Impor	tant Dates
Date of Release of RFP	02.11.2018
Last date of queries/ seeking Clarification	12.11.2018 up to 10:30 Hours
Pre-Bid Meeting Address: RECPDCL, 4th Floor, Kribhco Bhawan, A-10, Sector-1, Noida (UP)-201301	12.11.2018 at 11:00 Hours
Last date of submission of bid	19.11.2018 up to 15:00 Hours
Date of Opening of Technical bid	19.11.2018 at 16:00 Hours
Date of Opening of Financial bid	To be intimated.

Note:

Online registration shall be done one-tendering website i.e. <u>www.tenderwizard.com/REC &</u> in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

-Sd-(Bhupender Gupta) Addl.C.E.O.

Dated: 02.11.2018

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

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<u>SECTION-I</u> (IMPORTANT INFORMATION)

Name of the assignment: Carry out preparation of GPS based SLD under 24x7 Power for All Scheme in UP (Package-2).

Important information

S. No.	Event	Informa	tion to the agencies
1	Date of Release of NIT	02.11.2018	
2	Last date of queries/ seeking Clarification	12.11.2018 up to 10:30 Hours	
3	Pre Bid Meeting	12.11.2018, 11:00 Hours at RECPD 1, Noida (UP)-201301	CL, 4th Floor, Kribhco Bhawan, A-10, Sector-
4	Last Date & Time for online Submission of RFP	19.11.2018 Up to 15:00 Hours	
5	Date of Opening of RFP	19.11.2018 at 16:00 Hours	
6	Tender Document	The details can be downloaded fre www.recpdcl.in (or) www.recindia www.tenderwizard.com/REC (or)	ı.com(or)
7	EMD#	As detailed under Cl. 8, Section –VI	I Financial Bid Evaluation Methodology
8	Address for Bid submission/EMD/PBG	Shri. Bhupender Gupta, Addl. C. E. O. REC Power Distribution Company L 4th Floor, Kribhco Bhawan, A-10, S Email- co.delhi@recpdcl.in	*
9	Contact Person	Shri. Ajay Kumar Gupta , Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Email- co.delhi@recpdcl.in	Shri. Sunil Bisht, Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone No.: 0120- 4383759 Email- co.delhi@recpdcl.in

#The EMD (Earnest Money Deposit) is to be submitted by all the participating bidders of an amount as mentioned in Clause No. 8 under Section VII in the form of irrevocable Bank Guarantee (BG) from a nationalized/ scheduled Bank as per Performa enclosed as **"Annexure-II"** 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 & submission of PBG of requisite value.

Exemption for payment of EMD amount will be given to Micro, Small & Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC). However, relevant valid document/ Certificate from NSIC or Ministry of MSMEs, Govt. of India is required to be submitted without which bidders are not entitled for exemption.

SECTION-II PREFACE

1. INTRODUCTION:

About REC Power Distribution Company Limited (RECPDCL):

REC Power Distribution Company Limited (RECPDCL) is an ISO 9001:2008 (Quality Management System), ISO 14001:2004 (Environmental Management System), OHSAS 18001:2007(Occupational Health & Safety) Certified company and 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 Distribution, 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, Project Management Consultancy (PMC) works, Detailed Project Report (DPR) preparation for R-APDRP/DDUGJY/RGGVY/NEF and other power project schemes, Third Party Inspection of DDUGJY/ RGGVY/other projects, 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.

RECPDCL is also an Empanelled Government Agency with Ministry of New & Renewable Energy (MNRE), Govt. of India.

RECPDCL also received appreciation at various platforms. Above mentioned projects establishes RECPDCL's capability of execution of some of the difficult projects of national importance in a time bound and efficient manner.

2. INTENT AND OBJECTIVE

RECPDCL is intending to engage agency (ies) for providing services for carrying out GPS based Single Line Diagram (SLD) preparation under 24x7 Power for All (PFA) scheme to connect all unconnected Rural household in the various districts under the of Jurisdiction of all 4 DISCOMs (PUVVNL, PVVNL, MVVNL, DVVNL) of UP. The agencies are required to get the work done through experienced personnel with professional skills and resources to provide the services required by the RECPDCL in timely and efficient manner on the terms and conditions set here with.

Considering large quantum of work to be completed in time bound manner, RECPDCL tends to bid separate proposal (2 Packages) for above mentioned work under the Jurisdiction of all 4 DISCOMs (MVVNL + DVVNL)-Package-1 and (PUVVNL + PVVNL)-Package-2 of UP detailed under Section IV & Annexure VIII. Agencies those who are interested can go through the below details and invited for bidding accordingly.

Decision of RECPDCL in regard of the invitation of bid will be final and binding to the agency, RECPDCL reserves the right to add/delete items in scope/nature of work at its discretion.

SECTION-III

INSTRUCTIONS TO AGENCIES

3.1 Submission of the BID:

Agency shall submit their responses online through e-tendering website www.tenderwizard.com/REC.

A. The submission and opening of Bid will be through e-tendering process only.

Interested Agencies/ bidders can download Bid document from the RECPDCL website i.e. http://www.recpdcl.in orwww.recindia.com or www.eprocure.gov.in and e-tendering regd. Link is given in RECPDCL website i.e. www.tenderwizard.com/REC.

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

B.Steps for Registration:

- i. Go to website "http://www.tenderwizard.com/REC".
- ii. Click the link 'Register Me' or 'New User? SignUp'
- 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.

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

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

Bid is to be submitted through online mode on website <u>www.tenderwizard.com/REC_i</u>n the Prescribed form.

Contact details in case of any clarification of queries/details regarding registration & digital signature:-

- Sh. Sandeep Gautam, Sr. Executive, Tender Wizard 8800496478
- **D.** The Agency qualifying the criteria mention in section VI should upload Bid document with duly signed scanned soft copy of all the annexures & forms mentioned in in this NIT for the pregualifying response.

Financial bid to be submitted in the specific format designed & same may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded therein through digital signature.

All the documents should be addressed to.

Addl. Chief Executive Officer REC Power Distribution Company Ltd., 4thFloor, Kribhco Bhawan, A-10, Sector-4, Noida (UP)-201301

(**Note:** All papers that comprise the Bid document of the concerned Bid must be numbered. An index of each page should also be provided)

SECTION-IV DETAILED SCOPE OF WORK & PERFORMANCE EVALUATION

A. SCOPE OF WORK

The general Scope of work includes GPS based Single Line Diagram (SLD) preparation to connect all unconnected Rural Household. The brief details of districts for which the work has to be done is as below:

Sr. No.	Name of District	Name of DISCOM	Approx. nos. of habitations for which SLDs are required to be prepared
1	Ghaziabad	PVVNL	205
2	GB Nagar	(Package 2)	499
3	Muzaffarnagar		659
4	Sambhal		1062
5	Moradabad	1	1137
6	Hapur	1	356
7	Shamli	1	429
8	Meerut	1 [647
9	Baghpat	1 [286
10	Rampur	1 [1457
11	Bijnore	1 [2205
12	Bulandsahar	1 [1490
13	Saharanpur	1	1377
14	Jyotibha Phule Nagar (Amroha)] [1099
	Sub Total 1 (PVVNL)		12908
1	Varanasi	PuVVNL	4939
2	Mau	(Package 2)	4575
3	Santkabir Nagar		2718
4	Kaushambi		2010
5	Sant Ravidas Nagar		3831
6	Chandauli	1	3844
7	Sonbhadra		3622
8	Mirzapur		4496
9	Gorakhpur	1	7029
10	Fatehpur]	3425
11	Pratapgarh] [9095
12	Kushinagar		6155
13	Ballia] [289
14	Azamgarh]	1043
15	Ghazipur]	412
16	Deoria]	727
17	Siddharthnagar]	969

18	Basti		802
19	Maharajganj		963
20	Allahabad		1258
21	Jaunpur		7899
	Sub Total 2 (PuVVNL)		70101
To	tal Package-2 (PVVNL+Pu	VVNL)	83009

Above said numbers are tentative in nature & may decrease or increase. Actual nos. shall be conveyed at the time of award of work. Considering the large no. of Habitation to be covered in a time bound manner. The above work has been bifurcated in to 1 packages, summarised as below (Detailed as Annexure - VIII).

S.No.	Packages	Name of Discom	No. of Districts covered	No. of Habitation	EMD
A	В	С	D	E	F
1	Package 2	PVVNL	14	12908	De 2 F0 000/
1	_	PuVVNL	21	70101	Rs.2,50,000/-

Note: Bidders may participate in all packages, subject to meeting the pre-qualification Criteria (Section VI) for particular package, but in no case, a single bidder shall be awarded more than one package, subject to meeting Eligibility criteria of both packages.

The financial bids of technically qualified bidder will be opened sequence wise i.e. Package 1 first, then Package 2, subject to meeting Eligibility criteria mentioned. If a bidder found successful for first package, then the bid submitted by the bidder for remaining packages shall not be opened. The rest package (s), left shall be awarded in the same manner to the successful qualifying bidder from remaining bids.

However before quoting rates, it is suggested that interested bidders may assess the data and its various parameters etc. The network shall be modelled as per the geographic information collected by RECPDCL during GPS/GIS survey. All the data regarding GPS/GIS survey like GPS data, Hand Drawn SLD/Sketch etc. will be made available to agencies by RECPCDL after award of work.

The work under the project shall be covered mainly for rural areas and the detailed scope of work is as mentioned below:

- **i.** Habitation/Village wise Single Line Diagram (SLD) would be prepared for proposed infrastructure for electrification of left out un-electrified rural households.
- **ii.** Single Line Diagram (SLD) would be prepared based on GPS Co-ordinated captured during survey with landmark location.
- **iii.** Plotting of the GPS points on the Map for the surveyed locality with proper legends & colouring schemes and proper landmark.
- iv. Creation of GPS based Single Line Diagram (SLD)/map for the surveyed area showing Transformers, HT/LT lines, BPL/APL connections as per requirements of RECPDCL. A sample format for GPS based SLD/ map is attached at Annex-IX for reference only.
- v. Plotting of the GPS points on the Map for the surveyed locality with proper legends and colouring schemes and proper landmarks from the data collected from the site.
- vi. Preparation of Single Line Diagram (SLD) in prescribed format with proper legends and colouring schemes.
- **vii.** Submission of final deliverables in hard & soft copies as per project standards as required by RECPDCL.
- viii. Submission of final deliverables in hard & soft copies as per project standards as required by RECPDCL. Input data/details shall be provided through E-mail/ RECPDCL portal and final deliverables to be submitted through hard, soft copies, E-mail/ RECPDCL portal.
- ix. All the SLDs are required to upload at RECPDCL web portal along with all other data like photos, hand sketch SLDs, GPS and GPS based SLDs in PDF form etc.
- **x.** All assets information along with nomenclature in the drawing viz. Name, length, quantity etc. shall be provided by the bidder in Single Line Diagram.
- **xi.** Any other work not specifically mentioned herein but required as per requirement of RECPDCL.

Note: Scope & nature of work is indicative only; however, RECPDCL reserves the right to add/delete as per the requirement of RECPDCL.

1. DELIVERABLES

Submission of SLD in hard and soft copies both. All the data along with all other data like photos, hand sketch SLDs, GPS are to be uploaded on RECPDCL's portal (www.recpdcl.in). Portal will be made available to agency once they start the work. Softcopy of the SLD prepared by the agency are to be provided in hard copy and soft copy (pdf as well as Auto CAD format(s)) with proper attributes or any other format(s) as feasible/requirement of RECPDCL.

- 2. Any changes or additional work as may be required by respective Discom as the case may be is to be carried out by agency without demur/protest/damage.
- **3. COORDINATION:** Agency shall inform the name & address of the Nodal Officer who will report about their regular daily progress & performance of the assignment. Daily progress report as per the requirement of RECPDCL should be sent to **RECPDCL corporate office & Project Office** in prescribed Performa. In case, absence of any information is adversely affecting the progress of work, the issue could be escalated to **Addl. CEO, RECPDCL.**

B. Performance/Progress Evaluation

- 1. The Bidder is required to submit the Time Schedule/Plan of implementation of the assignment as a sample case for one district with details of manpower & equipment's deployment as per Annexure-VI. The Time Schedule/Plan should be prepared in such a way that work may start within 01 days from the date of issue of work order and preparation of SLDs as per scope of work/requirement of RECPDCL in the allotted districts including submission of reports shall be submitted within 30 days. Agency may propose their milestone targets to complete the work before schedule.
- **2.** The agency concerned shall also provide Name/Contact Nos./Email IDs/Fax No. of all Key management officials.
- **3.** Completion of assignment in time is most important element of the contract. The progress of work shall be evaluated on daily basis vis-à-vis proposed milestone target for completion of work. Submission of quality SLD will be the criteria with which the progress of the work will be measured.
- 4. Sample checking of SLD etc. may be done by RECPDCL team and if any deviation is found unreported or incorrectly reported by the agency concerned, then RECPDCL will ask the agency for re-submission either of the particular SLD etc. or complete data as decided by RECPDCL.

SECTION-V GENERAL CONDITIONSOF BID

- 1. The bidder should submit the documents through e tendering mode viz. letter of submission of Tender Document enclosed as Form-I, General criteria details enclosed as form-II, Financial bid/Performa of schedule rates enclosed as form-III, Annexure-I, Letter of Transmittal enclosed as annexure-II, for evaluation of their bids. Original of requisite EMD 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. The bids will be opened sequence wise i.e. Package 1 first, then Package 2 subject to meeting Eligibility criteria mentioned.
- **3.** Bidders may participate in all packages, subject to meeting the Eligibility Criteria for particular package, but in no case, a single bidder shall be awarded more than one package, subject to meeting Eligibility criteria of both packages. If a bidder found successful for first package, then the bid submitted by the bidder for remaining packages shall not be opened. The rest package(s), left shall be awarded in the same manner to the successful qualifying bidder from remaining bids.
- **4.** RECPDCL reserve the right to verify/confirm all original documentary evidence submitted by the bidder, 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 at any stage.
- 5. Engagement with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tender etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/ associate the agency (ies) in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
- **6.** RECPDCL reserves the right to accept or reject any or all requests for NIT invitation/ engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
- **7.** 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.
- **8.** RECPDCL reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
- **9.** RECPDCL reserve the right to call for fresh tenders/financial bid invitation at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage or in any stage.
- 10. RECPDCL reserves the right to conduct the reverse auction (if required) for the products/services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Form-V of this document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the Tender document as a token of acceptance. In case of denial for participation, bidder shall not been titled for any kind of claim.
- **11.** RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
- **12.** 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.
- **13.** Consortium and joint venture in any form are not allowed. Also, bidders have to note that no sub-contracting / sub-letting is allowed.

- **14.** No price escalation is applicable on account of any statutory payments increase or fresh imposition of custom duty, GST like IGST, CGST, SGST, UTGST or duty leviable in respect of the major components of the system.
- **15.** Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
- **16.** Bids must be submitted in English language only.
- **17.** Incomplete, telegraphic or conditional tenders are not accepted.
- **18.** If due to any reason, the due date is declared as a holiday, the tender will be opened on next working day at the same time
- **19.** The Bids with validity of less than 180 days from the last date of bid submission shall not be considered The validity can be further extended as per requirement of RECPDCL
- **20.** Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECPDCL Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time
- **21.** Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid
- **22.** Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.

<u>SECTION-VI</u> ASSIGNMENT AWARD METHODOLOGY & ELIGIBILITY CRITERIA

1. ASSIGNMENT AWARD METHODOLOGY

- a) The Financial bids of technically qualified bidders will be opened sequence wise i.e. Package 1 first, then Package 2 and consideration of bidders will be taken accordingly.
- b) Bidders may participate in all packages, subject to meeting the Eligibility Criteria as per Section VI-Eligibility Criteria for particular package.
- c) Work shall be awarded to the respective lowest bidder of each package (each package shall be considered a different entity of work.). But in no case, a single bidder shall be awarded more than one package subject to meeting Eligibility criteria of both packages.
- d) If a bidder found successful for first package, then the bid submitted by the bidder for remaining packages shall not be opened. The rest package(s), left shall be awarded in the same manner to the successful qualifying bidder from remaining bids.
- e) If two or more bidders are found lowest in a package, then the works shall be awarded to the bidder who has the highest average annual turnover for last four financial years.
- f) RECPDCL reserves the right to split /merge the packages at its sole discretion.
- g) If certain quantity remains unallocated, RECPDCL may re-distribute such quantity among the successful bidders (to whom quantity is already allocated) in orderly manner at its sole discretion.
- h) If the successful bidder(s), to whom Allocation Letter/Work Order has been issued does not fulfil any of the conditions specified in bid document or demonstrating unsatisfactory progress/work, the RECPDCL reserves the right to annul/cancel the award of Allocation Letter/Work Order of such successful bidder and allocate such quantity to other performing bidders in orderly manner.
- i) RECPDCL reserves the right to award or not to award work to the L1 bidder based on the assessment by RECPDCL for implementation of the project as may be deemed fit by company.

2. ELIGIBILITY CRITERIA

	Criteria For Package 2 (P	VVNL+PUVVNL)
S. No	Minimum Qualification Criteria	Documents Required
1	The bidder shall be a proprietary / private/public / LLP Company registered under Companies Act 1956 or 2013. The Bidder should have been in operation in India for a period of at least for 3 years.	Certificate of Incorporation and / or Registration of firm needs to be submitted along with the bid.
2	Bidder should have successfully carried out similar assignments of GPS Based SLD preparation work of Electrical Networks (Power System Network) in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking/ Private Companies during last four financial years preferably in Uttar Pradesh, having minimum contract value as below: (i) single work order/Contract Value of Rs. 157 lakhs or	Bidder should submit copy of Work order (mandatory) & Any document out of the following: (i) Payment receipts (ii) Proof of release of performance security after completion of the contract (iii) Proof of settlement/release of final payment against the contract (iv) Certificate for successful completion of Work/Performance report by the client.

	(ii) Two work orders/Contract Value each of Rs. 98	In addition to above, in case bidder have
	lakhs each	successfully executed similar projects of GPS
		Based SLD preparation work of Electrical
		Networks (Power System Network) in India for
		Private Company(ies), certificate issued by
		statutory Auditor in this regard duly signed
		and stamped reflecting contract value, name
		of client, work details etc. to be submitted
3.	Bidder's average annual turnover of Rs. 137 Lakhs	Attach documentary evidence (Audited
	for last four financial years (FY 2017-18, 2016-17,	balance sheet/ certificate for chartered
	2015-16, 2014-15	accountant) for confirmation regarding
		turnover with summary as cover page on
		company's letterhead. The turnover refers to a
		company and not the composite turnover of
		its subsidiaries / sister concerns etc.
4	The bidder should not be black listed by any	Undertaking regarding this should be provided
	Govt./Semi Govt./State Govt./PSU etc.	by the bidder as per Annexure-VIII

SECTION-VII FINANCIAL BID EVALUATION METHODOLOGY

1. Preparation of Financial Bids

- a) The Agency should upload Bid document with duly signed copy of the requisite documents through digital signature.
- b) 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. Other forms the bid shall be summarily rejected.
- c) Do not upload Financial Bid document with any other bid documents. Financial bid has to be uploaded separately.
- d) 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.
- e) Rates quoted should be firm and fixed. No price variation and escalation will be allowed.

2. Submission of Financial Bid:

- a) Scan copy of "Earnest Money Deposit" along with letter of transmittal should be uploaded in portal.
- b) Original EMD are to be submitted as on and before the last date of the submission.
- c) Bidders may participate in all packages, subject to meeting the Eligibility Criteria for particular package.
- d) Financial Bid should 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.
- e) RECPDCL reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- f) The quotation shall be valid for entire contract period/completion of the Assignments.
- g) 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 AND EVALUATION OF FINANCIAL BID:

- a) The Financial bids of technically qualified bidders will be opened sequence wise i.e. Package 1 first, then Package 2 and consideration of bidders will be taken accordingly.
- b) Package wise Financial Bids duly submitted/uploaded, will be opened online on the schedule date and time. The Bids will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of Financial Bids.
- c) Bidders may participate in all packages, subject to meeting the Eligibility Criteria for particular package, but in no case, a single bidder shall be awarded more than one package, subject to meeting Eligibility criteria of both packages. If a bidder found successful for first package, then the bid submitted by the bidder for remaining packages shall not be opened. The rest package(s), left shall be awarded in the same manner to the successful qualifying bidder from remaining bids.
- **d)** Bid of only those bidders will be opened who have submitted requisite EMD in original detail as above within the specified time limit.
- e) If due date of receipt of Financial Bids and/or that of opening of Financial Bid happens to be a closed holiday(s), the Financial Bid would be opened on the next working day but the time of receipt and of opening will remain the same.
- f) RECPDCL reserves the right to postpone and/or extend the date of submission/opening of Financial Bids 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 RECPDCL.

4. FINANCIAL BID

- a) Bidders have to quote their rates strictly as per the financial bid format enclosed as form-III (B) should be submitted/uploaded through online/e-tendering mode only.
- b) Payments shall be made on the basis of total nos. habitation covered by agency as per scope of work subject to acceptance by RECPDCL.
- c) Bidders have to quote as per financial bid format as above including all taxes & duties and GST. Financial bids will be evaluated based on total price quoted. At the time of release of payment to the bidder, TDS//Labour cess will be deducted as the case may be.
- d) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.

5. COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS

- a) If it is found that the tax quoted is higher than the applicable tax, in that case applicable taxes will only be paid by RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.
- b) Bidders have to quote as per financial bid format as above indicating all taxes. Financial bids will be evaluated based on total price quoted. At the time of release of payment to the bidder, TDS/Labour cess will be deducted as the case may.
- c) The Price shall remain FIRM till entire contract period/ completion of assignment.
- d) Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- e) The offer must be kept valid for a period of 180 days from the last date of bid submission. No escalation clause would be accepted. The validity can be further extended as per requirement of RECPDCL.
- f) Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/ PBG of the said bidder.

6. Payment terms:

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 final payment will be made on completion of all the works and on fulfilment by the agency obligations under the contract subject to acceptance by 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)** 100% payment will be released on submission of final deliverables subject to acceptance by RECPDCL / Discoms as per consolidate rate approved by RECPDCL.
- c) 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).

7. Earnest Money Deposit(EMD)

a) The Bidder shall furnish Earnest Money Deposit in original as mentioned in below table in the form of Demand Draft/ Bank Guarantee (BG) from a scheduled bank (as per Annexure-II) drawn in favour of REC Power Distribution Company Ltd. payable at New Delhi.

S.No.	Package	Name of Discom	EMD To be submitted (in INR)
Α	В	С	D
1	Package 2	PVVNL	Rs.2,50,000/-
'		PUVVNL	ns.2,30,000/-

- b) In case of in adequacy or non-submission of EMD amount, the Bid shall be deemed to be disqualified and summarily rejected in the technical evaluation.
- c) The initial validity of EMD shall be for a period of 180 days from the last date of bid submission. The validity of EMD shall have to be suitably extended, if necessary, as per requirement of RECPDCL, without which the Financial Bid /work order shall be rejected.
- d) Request for adjustment of Earnest Money Deposit against any previous dues with RECPDCL will not be considered.
- e) EMD will be refunded to the unsuccessful bidders within 30 days after finalization of the tender without any interest.
- f) EMD of successful bidder will be returned after acceptance of work order and submission of required Performance Bank Guarantee (PBG) within 10 days from the date of LOA.
- g) Exemption for payment of EMD amount will be given to Micro, Small &Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC). However, relevant valid document/ Certificate from NSIC or Ministry of MSMEs need to be submitted without which bidders are not entitled for any kind of exemption.
- h) The Bid Bond shall be for feited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECPDCL under following circumstances:
 - i. Hundred percent (100%) of EMD amount, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the tender document.
 - ii. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to unconditionally accept LOA within 5 days from the date of its issue.
 - iii. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to furnish the Performance Bank Guarantee as specified in the tender document.

8. Liquidated damages (LD) for delay for completion of work

- i. The timely completion of the assignment is the essence of the contract. In the event of failure to complete the assignment within the stipulated completion period, the liquidated damages are payable by the agency at 0.5% (zero point five percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the agency under this clause shall be restricted to 5% of the contract value as awarded.
- ii. 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 maybe 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.

9. PERFORMANCE BANK GUARANTEES (PBG):

- 1. Within 10 days from the date of issue of LOA, successful bidder must deposit Performance Bank Guarantee (PBG) fees @ 10% of the total contract value to RECPDCL as per format Annexure-V with validity till completion of assigned work as per requirement of RECPDCL.
- 2. The said PBG will be refunded after the completion and submission of high quality documentary/short film, subject to completion of all work as specified in tender.
- 3. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECPDCL:
 - a) Hundred percent (100%) PBG amount furnished, if the Successful Bidder fails to submit high quality documentary/short film as per scope of work and to the satisfaction of RECPDCL
 - b) Hundred percent (100%) PBG amount furnished, if all-inclusive work—are not carried out as specified in the tender document for successful submission of high quality documentary/short film to RECPDCL.
 - c) In all the above cases corresponding uncompleted work shall stand cancelled.

10. 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.

- a) 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.
- b) RECPDCL 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 RECPDCL.
- c) 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.

11. CONTRACT

1. Duration/ Period of Contract:

The contract period will be for 30 days from the date of the award of contract or providing Input data by RECPDCL including submission of reports. In case duration of the contract is required to be extended for the reason beyond control of agency the same shall be done with mutual consent on same rates, terms & conditions at the sole discretion of RECPDCL.

2. Termination of Contract

- a. The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
- b. However, in case, in the opinion of REC PDCL if the agency is not likely to make up for the delay or test report checks by REC PDCL are indicating poor quality /work or the agency is acting in anyway prejudicial to the completion of project or on adoption of unethical practices, the contract may be terminated partly or fully by giving 15 days' notice and the balance works shall be got executed at the risk & cost of the agency and RECPDCL also reserve right to forfeit the PBG.
- c. 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.

12. FORCE MAJEURE

The RECPDCL 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, and lockout, 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.

13. DISPUTES RESOLUTION & ARBITRATION

- 1. Disputes under the agreement shall be settled by mutual discussion.
- 2. 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, RECPDCL.
- 3. 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.
- 4. The venue of the arbitration shall be New Delhi, India.
- 5. The fee & other charges of Arbitrator shall be shared equally between the parties.
- 6. The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any pendentlite interest during arbitration proceedings.

14. JURISDICTIONS OF COURTS ETC.

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 this contract.

15. 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.

16. LETTER OF TRANSMITTAL

Letter of transmittal as per enclosed format "Annexure-I" to be submitted along with EMD In a sealed envelope for each Package separately.

17. QUANTITY VARIATION/ SPLIT OF WORK

- a. RECPDCL reserves the right to increase or decrease the quantity/ volume of work, split of the work to Agencies or other terms and conditions at the sole discretion of the RECPDCL. Suitable Amendment/communications shall be issued in the event of variations in the quantities/volume.
- b. 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.
- c. The bids will be opened sequence wise i.e. Package 1 first, then Package 2.
- d. Based on total price quoted by the bidders, RECPDCL shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ (L1 being the lowest quote), for each package.

- e. Bidders may participate in all packages, subject to meeting the Eligibility Criteria, but in no case, a single bidder shall be awarded more than one package subject to meeting Eligibility criteria of both package. If a bidder found successful for first package, then the bid submitted by the bidder for remaining packages shall not be opened. The rest package(s), left shall be awarded in the same manner to the successful qualifying bidder from remaining bids.
- f. RECPDCL reserves right to select no. of successful bidders at its sole discretion as per requirement of the project.
- g. If certain quantity remains unallocated, RECPDCL may re-distribute such quantity among the successful bidders (to whom quantity is already allocated) in orderly manner at its sole discretion.
- h. If the successful bidder(s), to whom Allocation Letter/Work Order has been issued does not fulfil any of the conditions specified in bid document or demonstrating unsatisfactory progress/work, the RECPDCL reserves the right to annul/cancel the award of Allocation Letter/Work Order of such successful bidder and allocate such quantity to other performing bidders in orderly manner.

Letter for Submission of Bid
To, Addl. Chief Executive Officer
REC Power Distribution Company Ltd. 4 th Floor Kribhco Bhawan, A-10, Sector-4, Noida (UP)-201301
Sub.: Engagement of Agency to Carry out GPS based SLD Preparation under 24x7 Power for All Scheme in UP for Package-2
Sir, 1. With reference to your Bid Nodatedfor Carry out GPS based SLD Preparation under 24x7 Power for All Scheme in UP,I wish to apply for engagement with RECPDCL.
Further, I hereby certify that-
2. 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.
3. 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 RECPDCL.
4. Our bid shall remain valid for period of 180 days from the last date of bid submission.
Date: Signature: Place: 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.

BIDDER'S GENERAL DETAILS

(To be submitted on Company's letterhead duly signed)

Carry out GPS based SLD Preparation under 24x7 Power for All Scheme in UP (Package-2)

GENERAL DETAILS

No.RECPDCL	Tech/EOI	/2018-19	/XXXDated:-	XXXX
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1.	THE FIRM	:								
2.	Name	:								
3.	Regd. Addre	ess:								
	a)Ad	dress	of Office:_							
	b) Co	 ontac	Person's							
		i.	Name &Do	esign.:						
		ii.	Address		:					
		iii.	Tel No. La	ndline M	1obile:					_
		iv.	Email ID:							
	Type of Firm	-	-			•	artnersh	ip/Prop	rietor	
5.F 6.	Type of Firm PAN No.: GST Reg. No.: E.M.D. Detai					<u>-</u>	<u> </u>			
5.F 6.	PAN No.: GST Reg. No.:	·		_DD No.		<u>-</u>				
5.F 6.	PAN No.: GST Reg. No.:	·		_DD No.		-				
5.F 6.	PAN No.: GST Reg. No.:	·		_DD No.		-	-			
5.F 6.	PAN No.: GST Reg. No.:	·		_DD No.		nk:	_			
5.F 6.	PAN No.: GST Reg. No.:	·		_DD No.		nk:				
5.F 6.	PAN No.: GST Reg. No.:	·		_DD No.		nk: Signature. Full Name	on			

FINANCIAL BID Format for Package 2

(To be submitted online)

Carry out GPS based SLD Preparation under 24x7 Power for All Scheme in UP – Package 2 (PVVNL + PUVVNL)

Financial Bid:-

Name of the Bidder:

S.No.	DESCRIPTION	AMOUNT (RS.)
1	Estimated Price of SLD Preparation per Habitation	236.00
2	% Discount offered on the Estimated price	IN FIGURES
3	Amount on the basis of percentage discount on	In Rupees (in Fig)
	estimated price of SLD preparation per habitation as mentioned at "1" above	In Rupees (in Words)
4	Towns & Bushins	In Percentage (%)
Taxes & Duties	Taxes & Duties	In Rupees (in Fig)
5	Price of SLD Preparation per Habitation (3+4) including all taxes & Duties	In Rupees (in Fig)
	dii taxes & Duties	In Rupees (in Words)

Remarks: Rates are to be quoted strictly on per Habitation basis (in 5).

Note:

- 1. The percentage should be quoted up to two decimal place only.
- 2. In case of discrepancy between value indicated by the Bidder "In Figure" and "In words" at S.No. 3 above, the value indicated at "In words" shall prevail.
- 3. Bidders have to quote as per financial bid format as above including all taxes & duties and GST. Financial bids will be evaluated based on total price quoted. At the time of release of payment to the bidder, TDS /Labour cess will be deducted as the case may be.
- 4. If it is found that the tax quoted is higher than the applicable tax, in that case applicable taxes will only be paid by RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.
- 5. Rate quoted by the bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of work. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- 6. The offer must be kept valid for a period of 180 days from the last date of bid submission. No escalation clause would be accepted. The validity can be further extended with mutual consent.
- 7. It will be the sole responsibility of the bidders to get the assessment of Habitation and various other parameters involved & its consideration before quoting the rates.

LETTER OF TRANSMITTAL

To: [Name and address of Client]
Dear Sir/s,
I/We, the undersigned, have examined the details given in your Request for Proposal dated [Insert Date] FOR SELECTION AGENCIES TO CARRY OUT GPS based SLD Preparation work under 24x7 Power for All Scheme IN UP for Package-2
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 RECPDCL during contract period in case the contract is awarded.
Also, M/sor 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:

"ANNEXURE-II"

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

This	deed	of Guarant	ee made	this	day	of	2016	by
					(Name o	f the Bank)		
which	expression	n shall wher	ever the co egistered ι	ntext so re	quires incli ompanies	udes its successo Act, 1956, havin	ors and permitted g its office at	(hereinafter called the "Bank") d assigns in favour of REC Power (CPDCL") which expression shall
includ	e its succe	ssors and as		-		(iici ci	narcer canca Ti	Sol Boll / Willelf expression shall
					Da	ited	to be oper	ned on
		AND				WHEREAS M/s _		-
								
						f Tenderer)		
having	g its office	at					(hereina	after called the
	• • • • • • • • • • • • • • • • • • • •	/have in res	•			e offered to supp	oly/ do the job	
				as conta	inica iii tiii	tender.		
AND '			•				uarantee for a	
		(Rupe the Tender a					0	nly) as Earnest Money for
·								
AND V	VHEREAS,	we				of Bank)		
have a	at the requ	est of the te	enderer agr	ee to give f	-	nis as hereinafte	r contained.	
remai RECPE implie Guara	n open for OCL and the dly, from l ntee for pe	acceptance le Tenderer nis said Tene erformance	by RECPDO may subs der during as per term	CL during the equently age the period softhe afo	e period o gree and i of its valio resaid Ten	f validity as men f the Tenderer lity or any exten der, we hereby u	tioned in the Ter for any reason I sion thereof as	that, the aforesaid Tender shall nder or any extension thereof as back out, whether expressly or aforesaid or fail to furnish Bank RECPDCL, New Delhi on demand
We fu	rther agre	e as follows:	:-					
ind mo the its for	dulgence to odify these e Tender A liberty wi rbearance,	o or negotian conditions ND the said th reference	te further voor add the Bank shall te to the nasion on the	with the Tele reto any fu not be rele natters afo	nderer in r orther conc eased from resaid or l	egard to the con litions as may be its liability under by reason of tir	nditions containe e mutually agree er these present: me being given	ne said Tender or grant other d in the said tender or thereby ed to in between RECPDCL and s by an exercise by RECPDCL of to the Tenderer or any other the said Tenderer or any other

- 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 ex	tended date, as the case may be i.e. up to
all rights unde	r 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 GUARANTEE

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 BID/Work Order No.
datedwith/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 and RECPDCL having agreed that the
Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the BID/Work Order i.e. for
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 BID/Work 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 day 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 the date of completion of contract.

INTEGRITY PACT

Between

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

	Reg	stered Office at Core-4 Scope co	omplex	
		herein after referred	to as	
		"RECPDCL",		
		and		
		[Insert the name of the I	Bidder)	_
	having its Registered Of	fice at(Insert full Addres		_
		(Insert full Addres.	s) 	
		Hereinafter referred	to as	
		"The Bidder"		
		Preamble		
		(Signature)		
(For & On b	pehalf of RECPDCL)	(For & On behalf of Bido	ler)	
SELECT	TION AGENCIES TO CARRY	OUT GPS BASED SLD PREPARA Package-2	ITION UNDER 24X7 POWER FOR 2	RALL SCHEME IN UP For
	int laws and regulations, a with its Bidders.	nd the principles of economical	use of resources, and of fairnes	s and transparency in its
In order to form a part		DCL and the above named Bidde	er enter into this agreement calle	ed 'Integrity Pact' which wil
It is hereby	agreed by and between t	he 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 which he/she is not legally entitled to. material or other benefit 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 The Bidder commits himself to take all measures necessary to prevent corruption. He (1) Commits himself to observe the following principles (Signature) (Signature) (For & On behalf of RECPDCL) (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. The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. b) 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 detrin	ment of RECPDCL.			
(2) The Bidder will not instigate third persons	s to commit offences outlined above or be an accessory to such offences.			
(Signature)	(Signature)			
(For & On behalf of RECPDCL)	(For & On behalf of Bidder)			
Section III- Disqualification from tender pro	cess and exclusion from future Contracts			
	d, has committed a serious transgression through a violation of Section II or in any edibility as Bidder into question, RECPDCL may disqualify the Bidder from the tender signed, for such reason.			
(2) If the Bidder has committed a serio	ous 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	y Pact			
(1) If RECPDCL has disqualified the Bidder fro Bid Guarantee under the Bid.	om the tender process prior to the award under Section III, RECPDCL may forfeit the			
(2) If RECPDCL has terminated the contract contract besides resorting to other remedies	under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this under the contract.			
Section V- Previous Transgression				
	o previous transgressions occurred in the last 3 years with any other Public Sector at could justify his exclusion from the tender process.			
(Signature)	(Signature)			
(For & On behalf of RECPDCL)	(Signature) (For & On behalf of Bidder)			
(3) If the Bidder makes incorrect statem the contract, if already awarded, can be term	nent on this subject, he can be disqualified from the tender process or minated 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 tende Section VII - Punitive Action against violating	r process any bidder who does not sign this Pact or violate its provisions. g Bidders / Contractors			
or an associate of a Bidder or Contractor of	a Bidder or a Contractor or his subcontractor or of an employee or a representative or his Subcontractor which constitutes corruption, or if RECPDCL has substantive 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)	
	of this agreement turn out to be invalid, the remme to an agreement to their original intentions.	nainder of this agreement remains valid. In
(Signature)(For & On behalf of RECPDCL)	(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:		
(Name & Address)	(Name & Address)	

Annexure V

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 as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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 themselves of auto bid process and ensure their 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

"Annexure-VI	11	Anr	exu	re-VI	ı
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<u>Daily, Weekly and Monthly milestone target for execution of work to be proposed by the Bidder for One District as a sample case including manpower & equipment's deployment.</u>

DETAILS OF DISTRICTS/ HABITATIONS IN RESPECTIVE PACKAGE

Package – 2

Sr. No.	Name of District	Name of DISCOM	Approx. nos. of habitations for which SLDs are required to be prepared
1	Ghaziabad	PVVNL	205
2	GB Nagar	(Package 2)	499
3	Muzaffarnagar	7	659
4	Sambhal	7	1062
5	Moradabad	7	1137
6	Hapur	7	356
7	Shamli	7	429
8	Meerut	7	647
9	Baghpat	7	286
10	Rampur	7	1457
11	Bijnore	7	2205
12	Bulandsahar	7	1490
13	Saharanpur	7	1377
14	Jyotibha Phule Nagar (Amroha)		1099
	Sub Total 1 (PVVNL)	12908
1	Varanasi	PuVVNL	4939
2	Mau	(Package 2)	4575
3	Santkabir Nagar		2718
4	Kaushambi		2010
5	Sant Ravidas Nagar		3831
6	Chandauli	7	3844
7	Sonbhadra	7	3622
8	Mirzapur	7	4496
9	Gorakhpur	7	7029
10	Fatehpur		3425
11	Pratapgarh	7	9095
12	Kushinagar	7	6155
13	Ballia	7	289
14	Azamgarh	7	1043
15	Ghazipur	7	412
16	Deoria	7	727
17	Siddharthnagar	7	969
18	Basti		802
19	Maharajganj		963
20	Allahabad		1258

21	21 Jaunpur		7899
Sub Total 2 (PuVVNL)			70101
Total Package-2 (PVVNL+PuVVNL)			83009

Annexure-VIII

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

, Authorized Sign	natory of M/s
nereby give undertaking that we, as a company are	
Government/ Semi-Government Organization/ Pub	
ndia.	
Further, if information furnished above stands false actions taken by RECPDCL as per terms & condition exclusion from future contracts/assignments etc.	
	(Signature of Authorized Signatory
	Name*:
	Designation*:
	Seal:

