

Dated 25.05.2016

AMENDMENT 2

Ref: No. RECPDCL/TECH/Sign Board/e-Tender/2016-17/383 Dated: 03.05.2016

With reference to the above floated tender, RECPDCL invited EOI to empanel agencies to carry out mentioned scope of work.

As per Section VII, the successful/empanelled bidders after technical evaluation where required to submit the Financial Bid through e-tendering at a later stage. However, RECPDCL now intends to invite financial bids along with the technical bids. The details as mentioned below.

Further the technically qualified bidders shall be considered as empanelled with RECPDCL initially for a period of 1 year or extended on same terms and conditions as per requirement of RECPDCL. They shall be invited for participation in snap bidding/limited tenders for future assignments through e-tendering mode as per requirement of RECPDCL.

Note: All bidders who have already submitted the documents need to upload the remaining documents along with financial bid as per the amendment positively before the submission date and time.

The details of the proposed amendments are as below:

Clause No.	As per tender documents	Clarification by RECPDCL/Amendment proposed
2 (Eligibility Criteria)	Should have an average annual turnover of INR 70 Lakh in the last three 03 years i.e. FY 2013-14, 2014-15 and 2015-16.	Should have an average annual turnover of INR 70 Lakh in the last three 03 years i.e. FY 2012-13 2013-14 and 2014-15.

A. Instruction to Bidders:**Submission of tender**

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

I. The submission and opening of Bids will be through e-tendering process.

Bidder can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or www.recindia.nic.in or www.eprocure.gov.in and RECPDCL's e-tendering portal i.e. 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 them self with REC PDCL through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token of class-III 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 & 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.

II. 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 in the prescribed form.

III. The Agency qualifying the criteria mention in Section VI should upload Bid document with duly signed scanned soft copy of all the documents given below for the prequalifying response:

Pre- Qualifying Criterion Documents/Technical Bid

- 1 Form-I -----Letter of submission of Tender
- 2 Form-II -----Pre-Qualifying Criteria Details
- 3 Form-III-----Financial Proposal/Bid.

Financial bid to be uploaded 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

EMD of Rs.1,00,000/- in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favour of The "REC Power Distribution Company Ltd", New Delhi and scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.

The documents should be addressed to:

Addl. Chief Executive Officer

REC Power Distribution Company Ltd.

1016-1023, 10th Floor, Devika Tower, Nehru Place,

New Delhi - 110019

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

Financial Bid

B. Instruction for Financial Bid

1.0 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. Other forms the bid 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 figure shall prevail.
- 1.5 Rates quoted should be firm and fixed. No price variation and escalation will be allowed.

2.0 Submission of Financial Bid:

- 2.1 Scan copy of "Earnest Money Deposit" should be uploaded in portal.
- 2.2 Original EMD is to be submitted as on and 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.

3.0 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 RECPDCL 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.

3.5 Evaluation Methodology: The bid evaluation process shall consist of following three stages:

i. Stage-I (Technical Bid) – During this stage, technical and financial criteria of bidders shall be evaluated. Bids of the bidders not fulfilling the eligibility/pre-qualifying conditions given in tender document may be summarily rejected. The bidders qualified during this stage only shall be eligible for next stage.

ii. Stage-II (Price Bid) – In this stage, the initial price offers of pre-qualified bidders under stage-I shall be opened. Bidders are requested to exercise utmost caution while entering their unit rates online.

The Initial Price Offer of the Bidders who meet all the Eligibility conditions (“Responsive Bidder”) shall be ranked on the basis of the ascending Initial Price Bid submitted by each Responsive bidder. On basis of such ranking, the bidders holding first fifty percent of the ranks (with any fraction rounded off to higher integer) or 4 Responsive bidders, whichever is higher or as per the discretion of RECPDCL shall be considered to be qualified for participating in the electronic Reverse Auction (e-RA) (“Qualified Bidder”). In the event of identical Initial Price Offers having been submitted by one or more Qualified Bidders, all such bidders shall be assigned the same rank for the purpose of determination of Qualified Bidders. In such cases, the aforementioned fifty percent shall stand enhanced to fifty percent plus the number of Qualified Bidders, whose Initial Price Offers are identical minus the number of such identical Initial Price Offers.

iii. Stage-III (e-Reverse Auction) – In case RECPDCL opts to go for e-Reverse Auction, Price Bids under Stage-II shall be used for determining the Applicable Ceiling Price for the e-Reverse Auction, and not for the purpose of determining the lowest bidder.

The Applicable Ceiling Price for e-RA shall be the lowest Initial Price Offer received from the Responsive Bidders under Stage-II. The Qualified Bidders under Stage-II shall be permitted to place their Final Price Offer on the electronic auction platform, which is lower than the Applicable Ceiling Price.

The Applicable Ceiling Price shall be the Start Bid Price for this Stage. The Start Bid price (SBP) shall be visible to all vendors at the start of the Reverse Auction. Qualified Bidders shall be required to start bidding below this Start Bid Price / Opening Price by ‘bid decrement amount’.

In case bidder(s) either do not submit the requisite compliances for e-Reverse Auction or do not participate in e-Reverse Auction, their original price bid as opened, if valid, shall be considered for evaluation.

iv. The bid decrement amount shall be specified by RECPDCL before start of Reverse Auction. The bidder can bid lower than the prevailing Lowest Bid of any item at any time during the auction by one decrement or multiples of the Bid decrement amount.

v. Reverse Auction shall be for a period of three hours (preferably 11:00 AM to 03:00 PM). If a bidder places a Bid in the last 30 minutes of Closing of the Auction, the auction shall get extended automatically for another 30 minutes. In case, there is no Bid in the last 30 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

- 3.6 All the Qualified bidders shall be intimated regarding procedure/modality of process prior to e-Reverse Auction. REC shall be the sole judge in this regard.
- 3.7 At the end of the e-Reverse Auction, REC will decide the successful bidder on the basis of lowest evaluated bidder during Reverse Auction process. REC's decision on award of Contract shall be final and binding on all the Bidders.
- 3.8 Successful bidder / vendor shall be required to submit the final prices quoted during the eReverse Auction in REC's Price bid Format after the completion of Auction to REC, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction. In the event of failure to do so within 7 days from conclusion of e-Reverse Auction, the EMD shall be forfeited.
- 3.9 Bids once made, cannot be cancelled / withdrawn and the bidder shall be bound to provide the services as mentioned in tender document at bidder's final bid price, and as per the specifications and terms & conditions mentioned in the tender. Should the bidder back out and not provide services as per the rates quoted, the EMD submitted by the bidder shall be withheld.
- 3.10 The bidders shall be assigned a Unique User Name & Password. The bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by the bidder's Company.
- 3.11 RECPDCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 3.12 All other terms and conditions and specifications shall be as per the tender and other correspondences till date.
- 3.13 The bidders are required to submit their acceptance to the terms / conditions / modalities given above before participating in the reverse auction.

4.0 Financial Bid:

- 4.1 Bidders has to quote their rates strictly as per the financial bid format enclosed as Form-III should be submitted/uploaded through online/e-tendering mode only.
- 4.2 The prices shall remain FIRM till entire contract period /completion of the Assignment.
- 4.3 The prices to be quoted would be exclusive of service tax which shall be payable extra as applicable.
- 4.4 The price quoted shall be inclusive of all associated charges viz. printing, logistics, accommodation, transportation, installation at site, maintenance for entire contract period etc.
- 4.5 Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- 4.6 Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD of said bidder.

5.0 Earnest Money Deposit (EMD)

5.1 EMD of Rs.1,00,000/- in form of DD or Bank Guarantee may be drawn from a scheduled commercial bank in favour of The "REC Power Distribution Company Ltd", New Delhi and scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender.

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

6.0. RECPDCL reserves the right to conduct the reverse auction (if required) for the services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Form attached as Annexure I 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

Financial Bid

Name of the Bidder: _____

S.NO	DESCRIPTION	Unit	AMOUNT(In Figure)
A	Lump-sum rate per signboard as per the specifications as mentioned below, inclusive of all associated charges viz. supply, installation of signboard, printing, logistics, accommodation, transportation, installation at site etc.	Per Sign Board	
Per unit rate in Words			

Note:

- 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 Figures” 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.
- The prices to be quoted inclusive of all associated charges viz. viz. supply, installation of signboard, printing, logistics, accommodation, transportation, installation at site etc.
- Labour cess as applicable shall be payable by agency itself to concerned authorities & Challan receipts are to be submitted to RECPDCL for claiming its payment along with invoices.
- TDS & WCT as applicable shall be deducted from the payment/invoice of the Agency & shall be deposited to concerned authorities by RECPDCL itself.
- Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/PBG of said bidder.
- Specifications:

S.No.	Components	Desired Specification
1	Iron sheet	MS sheet 14 Gauge(1.6mm thickness)
2	Size of Iron sheet	6 Feet x4 Feet (Length x Breadth)
3	Painting on Board	Enamel paint with red oxide base coat
4	Printing on Board	RotaP Digital printing with lamination
5	Height of Board from ground level (Between ground level and bottom part of board)	6 feet
6	Support L type angle	65mm X 65mm - 6 mm thickness
7	Length of angle to be buried in the ground	1.50 Feet with 1 Feet hole pass inside

In case of change in above mentioned size, as desired by RECPDCL, the signboard payment shall be done accordingly based on prorata basis of the rate approved by RECPDCL based on rate quoted for size mentioned in this tender.

Financial bid to be uploaded 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 through digital signature.

C. CONTRACT

1.0 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 or test checks by REC PDCL are indicating poor quality survey /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.
- 1.3 RECPDCL reserves the right to terminate the contract partly or fully due to any other reason apart from as mentioned above by giving a three month notice. The targets therefore to be met and payment shall be calculated for the remaining tenure of contract period on pro-rata basis.
- 1.4 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.

2.0 Terms of Payment & Schedule:

2.1 Payment Schedule:

- a.) Advance payments will not be made
- b.) The Bidder will be paid based on the monthly milestone for its services on production of invoice/bill on pro rata basis of installation of signboards in villages.

2.2 Payment amount:

The invoice/bill should be based on quarterly rates on pro rata basis of installation of signboards in villages in that particular quarter or as per the release order after physical inspection by RECPDCL officials. The payable amount shall be based on billable amount after accounting for any LD and any other terms and condition of the contract.

- 2.3 Due payments shall be made promptly by RECPDCL within fifteen days after submission of invoice by bidder and accepted by RECPDCL.
- 2.4 Any penalties/liquidated damages, as applicable for delay and non-performance, as mentioned in the bidding document, will be deducted from the payments for the respective milestones.
- 2.5 Labour cess as applicable shall be payable by agency itself to concerned authorities & Challan receipts are to be submitted to RECPDCL for claiming its payment along with invoices.
- 2.6 TDS & WCT as applicable shall be deducted from the payment/invoice of the Agency & shall be deposited to concerned authorities by RECPDCL itself.

3.0 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).

4.0 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 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.

D. General Conditions

1.0 Disputes Resolution & Arbitration

- 1.1 Disputes under the agreement shall be settled by mutual discussion.
- 1.2 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, REC PDCL.
- 1.3 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.
- 1.4 The venue of the arbitration shall be New Delhi, India.
- 1.5 The fee & other charges of Arbitrator shall be shared equally between the parties.
- 1.6 The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendente lite interest during arbitration proceedings.

2.0 Jurisdiction 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.

3.0 Quantity Variation/Split of work

REC PDCL reserves the right to increase or decrease the quantity 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.

- 4.0 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.

E. Liquidated damages (LD) for delay for completion of work:

In the event of delay in installation as per the milestone targets/release order, a penalty of 1% of the contract value on pro-rata basis shall be deducted per week of delay, subject to a maximum of 10% (ten percent) of contract value.

The payable amount quarterly shall be based on billable amount after accounting for any such LDs.

- F. 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. For such evaluation, performance of two consecutive quarters will be sufficient to take any decision by RECPDCL. 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.

- G.** Agencies should not be blacklisted/ debarred/suspended/banned by any Ministry /Department of State or Central Government/ PSU on the last date of filing of responses to this RFE. **A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.**

- H.** The quantities mentioned in the tender are for evaluation purposes only and the actual quantity may vary as per the requirement and release order against this contract shall be placed accordingly. The signboards are required to be installed as per release order which would be placed as and when required.

Note: All bidders who have already submitted the documents need to upload the remaining documents along with financial bid as per the amendment positively before the submission date and time.

Annexure I

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