

आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड REC POWER DISTRIBUTION COMPANY LIMITED

(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power. Govt. of India)

CIN No. RECPDCL-U40101DL2007GOI165779

Corporate Office: 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019
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NIT No: RECPDCL/OS/16-17/2927 Date: 09.12.2016

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

Hiring of one No. 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services

REC Power Distribution Company Limited (RECPDCL)

(A wholly owned subsidiary of REC Ltd., a 'Navaratna CPSE'
Under Ministry of Power, Govt. of India)
CIN no. of RECPDCL: U40101DL2007GOI165779

Corporate office

10th Floor, 1016-1023, Devika Tower, Nehru Place, New Delhi-110019 Telephone: (011) 44128755

Fax: 011-44128768 Website: <u>www.recpdcl.in</u>

Description of task, e-tender submission format and procedure is provided in the Tender document available on RECPDCL website (www.recindia.nic.in), e-tendering website (www.tenderwizard.com/REC), Central Public Procurement Portalwww.eprocure.gov.in

| Important Dates | | |
|-----------------------------------|-----------------------------|--|
| Date of Release of tender | 09.12.2016 | |
| Date of Pre Bid Meeting | 16.12.2016 at 15:00 Hours | |
| Last date of submission of Bid | 26.12.2016 upto 16:00 Hours | |
| Date of Opening of Technical Bids | 26.12.2016 at 17:00 Hours | |
| Date of Opening of Financial Bids | To be intimated later | |

Note: Online registration has to be done at e-tendering website i.e. www.tenderwizard.com/REC in general, activation of registration may take about maximum 24 hours subject to the submission of all requisite documents required in the process..

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

[This document is meant for the purpose of engaging of Agencies against this tender and should not be transferred, reproduced or otherwise used for purposes other than specified/issued.]

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SECTION-I

TENDER INFORMATION

<u>NAME OF ASSIGNMENT</u>: Hiring of one No. 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services

Important Information

| S. No. | Event | Date/ Info | rmation |
|--------|-----------------------------------|---|---|
| 1 | Date of Release of Tender | 09.12.2016 | |
| 2 | Date of Pre-Bid Meeting | 16.12.2016 at 15:00 Hours | |
| 3 | Venue for Pre-Bid Meeting | REC Power Distribution Compa | any Limited, |
| | | 1016-1023, 10th Floor, Devika | Tower, Nehru Place, |
| | | New Delhi-110019 | |
| | | Phone: 011- 44128755, Fax: 03 | 11-44128768, |
| | | Email: co.delhi@recpdcl.in | |
| 4 | Last date of submission of Bid | 26.12.2016 up to 16:00 Hours | |
| 5 | Date of Opening of Technical | 26.12.2016 at 17:00 Hours | |
| | Bids | | |
| 6 | Date of Opening of Financial Bids | To be intimated later | |
| | | The Bid document can be dov | wnloaded and viewed from |
| _ | 5.1.1 | any of the website: | www.recpdcl.in (or) |
| 7 | Bid document | www.recindia.nic.in (or) v | vww.eprocure.gov.in (or) |
| | | (www.tenderwizard.com/REC | at free of cost. |
| 8 | Earnest Money Deposit (EMD) | All participating bidders have amounting to Rs. 25,000/ Thousand only) in the form favour of REC Power Distributed New Delhi (or) in the forebank guarantee) from a schedulent Annexure-III. | 7- (Rupees Twenty Five of Demand Draft (DD) in tion Company Ltd. payable m of Bank Guarantee (bid |
| 10 | Validity of Bid | 180 days from the last bid sub | mission |
| | | Shri S.C. Garg (Addl. CEO) | |
| 4.4 | Address for Bid C. buristing | REC Power Distribution Compa | any Limited, |
| 11 | Address for Bid Submission | Phone: 011-44128755, | |
| | | Fax: 011-44128768, Email: co. | delhi@recpdcl.in |
| | | Shri L.B. Nautiyal | Shri Sunil Bisht |
| 11 | | DGM (Civil), RECPDCL | Dy.Manager(Tech), |
| | Contact Person | Phone: 011-44128751 | RECPDCL |
| | | Fax:011-44128768, | Phone: 011-44128760 |
| | | Email: co.delhi@recpdcl.in | Fax:011-44128768, |
| | | | Email:co.delhi@recpdcl.in |

SECTION-II

PREFACE & INTENT

About the Company:

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

Business Activities of RECPDCL:

RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, 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 CERC/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.

Intent

In view of growing business needs, RECPDCL has acquired a new office space of 12,110 sq.ft. (Approx.) area at the below mentioned address:

4th Floor, KRIBHCO Bhawan, A-10 Sector-1, Noida-201301 (U.P.)

RECPDCL intends to hire one No. 250 kVA silent type Diesel Generator set for its New Office Space including Comprehensive Operation & Maintenance Services. RECPDCL encourages participation of the agencies which are technically and professionally qualified & experienced in executing the required work as per Scope of Work detailed in Section-V of this tender document and are able to deliver the job in a time bound and efficient manner.

SECTION-III

INSTRUCTIONS TO BIDDING AGENCIES

SUBMISSION PROCESS OF BID DOCUMENTS:

A. Downloading & viewing of Tender Document:

Bidders can download and view tender document from RECPDCL web site www.recpdcl.in (or) e-tender website www.tenderwizard.com/REC (or) REC website www.recindia.nic.in (or) Central Public Procurement Portal www.eprocure.gov.in at free of cost.

B. Participation through e-Bid Submission:

Bidders shall submit their bid documents online through website www.tenderwizard.com/REC

1) In order to participate in e-Bid submission, it is mandatory for agencies to have log-in User ID and Password. For this purpose, the agency has to register with REC PDCL through tender Wizard website as per procedure given below.

Steps for Online Registration:

- (i) Go to website https://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) System will provide / confirmation with Login ID and Password

Note:

- While accessing tenderwizard.com website, please type 'REC' in capital letters only to get access of e-tender portal.
- Activation of On-Line registration may take about maximum 24 hours. It is the responsibility of the bidder to register in advance.
- 2) Please note that the agencies have to obtain digital signature token for applying the bid. Bidders may also obtain the same from Tender Wizard.

Steps for applying for Digital Signature from Tender Wizard:

Download the Application Form from the website https://www.tenderwizard.com/REC. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officials whose address is given in this tender document.

C. Submission of Bid Documents:

Submission of bids will be through online e-tendering mode only from www.tenderwizard.com/REC website.

Agencies should upload bid documents (scanned copies) as mentioned below. Online submission of bid documents is mandatory.

- 1) Letter for Submission of Bid has to be submitted on Company's letterhead duly signed and stamped as per format of Annexure-I. This is mandatory document for submission.
- 2) **Bidder's General Details** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-II**.
- 3) Earnest Money Deposit (EMD) amounting to Rs. 25,000/- (Rupees Twenty-Five Thousand only) has to be deposited in the form of Demand Draft (DD) in favour of 'REC Power Distribution Company Ltd.' payable at New Delhi (or) in the form of Bank Guarantee (Bid Bank Guarantee) from a scheduled bank as per format Annexure-III. Scanned copy of DD or BG has to be uploaded and original of DD or BG has to be submitted before last date & time of submission of bid. 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.
- 4) Acceptance form for participation in reverse auction event has to be submitted duly signed and stamped as per format of Annexure-VI.
- 5) **Technical Bid** has to be submitted **through online** mode as per format of **Annexure-VIII** by specifying Specification, Make, Model, unit, quantity of all bill of items that will be used in the project.
- 6) Price Bid (Financial Bid) has to be submitted through online mode as per format of Annexure-IX.
- 7) **Complete set of the Bid document** duly signed and stamped on each page has to be submitted as token of acceptance of its contents.

Note:

All the documents which are to be submitted in original, shall be kept in an envelope with subject mentioning "Hiring of one No. 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services" on the top of envelope and addressing to:

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

• In case sealed Financial Bid is submitted in hard copy, it will be returned to the bidder unopened at the time of opening of bids.

SECTION-IV

ELIGIBILITY CRITERIA

| S. | Minimum Qualification Criteria | Documents Required |
|-----|--|---|
| No. | | |
| 1 | Bidder should either be a company incorporated under Companies Act, 1956 or a proprietor firm as per prevailing laws of Govt. of India. Or/and Bidder should be authorized service provider of reputed OEM. | In case of company, Certificate of Incorporation issued under Indian Companies Act 1956 from Registrar of Companies to be submitted. In case of proprietor firm, relevant document of registration is to be submitted Service provider document/relevant document issued by concern OEM to be submitted. In addition to above PAN details and applicable VAT/ Service Tax number also be submitted. |
| 2 | Bidder's average annual turnover for last Four financial years (FY 2015-16, 2014-15, 2013-14, 2012-13) should be at least Rs.12.6 lakh. If balance sheet for FY 2015-16 is unaudited, in such case, balance sheet for FY 2011-12 may be considered. | Audited balance sheet of last four FY 2015-16, 2014-15, 2013-14, 2012-13 is to be submitted with summary as cover page on company's letterhead. |
| 3 | Bidder should have successfully provided DG set on rental basis for similar work(s) in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking/ Large Corporate/ MNC (Such Large Corporate/ MNC should have turnover more than Rs. 100 crores*) during last Four Financial years, having minimum contract value as below: Single work of minimum Rs.14.4 lakh OR Two works of minimum Rs.9 lakh | Bidder should submit copy of Work Order (mandatory) and any one document from list below: (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. |
| 4 | Bidder should not be blacklisted by any Central/ State Government/ Semi Government/ Public Sector Undertaking. | Bidder should submit an undertaking in this regard as per Annexure V |

^{*}N.B.: C.A certificate in this regard is to be submitted by the contractor. RECPDCL may cross verify the turn-over of the large MNC through MCA website or any other reliable document available in public domain.

SECTION-V

DETAILED SCOPE OF WORK & CONDITIONS OF CONTRACT

A. Detailed scope of work for the bidder but not limited to following includes:

Hiring of one No. 250 kVA silent type Diesel Generator set for new Office Space of RECPDCL at KRIBHCO Bhawan, Noida including Comprehensive Operation & Maintenance Services on Monthly Rental Basis.

1. The Contractor should be agreeable to provide DG set on Monthly hiring basis, including services of operator(s) as per requirement. Rates are to be quoted for monthly rental charges including the cost of operator, of DG Set of reputed make/brand like "Kirloskar Green", "Cummins India", "Mahindra", "Greaves", "Ashok Leyland", "Jackson" or other reputed make/brand through e tendering mode. The rental charges should include the charges for providing operator(s) as per requirement for the DG set on all working/operational days which includes Saturdays/ Sundays & all Gazette Holidays as per

2. Timing of operator:

requirement of RECPDCL.

Work involves the following major activities:

- i) Operator(s) should be available at all working days (i.e. Monday to Friday) from 8 am to 8 pm at the office premises.
 - However, in case the operator is not available at office premises a deduction equivalent to 2 times for the said duration will be made.
- ii)If the operator is required to be available on Saturdays/Sundays or on any other Holidays, the agency will be paid @ Rs.1000 per day. Similarly, if the operator is required to stay beyond working hours on regular working days, the agency will be paid on hourly pro-rata basis calculated @ Rs. 1000 per day for 12 hours i.e. Rs.83 per hour for services beyond working hours.
 - In case the operator is not available at office premises a deduction equivalent to 2 times of such period (i.e. on Saturdays/Sundays or on any other Holidays) per day rate i.e. @ Rs.2000/- per day will be made from the bill of that particular month.
 - A deduction equivalent to 2 times of pro-rata rate of for the hours of delay in arrival at office premises, calculated @ Rs.1000/- per day for said duration will be made from the bill of that particular month.
- iii) However, in case the operator is not available at office premises during regular working days, a deduction equivalent to 2 times of pro-rata rate of the day/hours calculated from monthly fixed charges approved by RECPDCL for the said duration will be made from the bill of that particular month.
- iv) In the event, the designated operator in on leave for whatsoever reasons, Contractor should arrange/provide substitute operator for the period of leave/absence of designated operator to maintain smooth, uninterrupted operation. In case the operator is not available at office premises a deduction will be made as per Point No. (ii) & (iii) above from the bill of that particular month.

The details of above penalty is illustrated as below:

| SI | Description of Penalty | Amount to be Deducted |
|-----|--|-----------------------------|
| No. | | |
| 1 | Deduction of Operator absenteeism per Day on | 2*(Monthly Fixed Charges of |
| | Monday to Friday. | DG set)/30 |
| 2 | Deduction of Operator absenteeism per Day on | 2*(Rs.1000 per Day). |
| | Saturday, Sunday & all other Holidays | |

- 3. All cost for maintenance and servicing of the generator set including the cost of spare parts, periodical replacement and topping up of **Diesel & Lubricating oil** to be borne by the Contractor.
- 4. A daily log has to be maintained by the contractor and the diesel consumption will be paid as per the consumption and Variable Charges clause 1.2 under Payment Terms clause 14 of Commercial Terms, conditions & other provisions. Daily log (showing working hours of DG set, Volume of Diesel topped in & kWh reading of DG set) need to be maintained by the operator and he should get it verified by concerned official of RECPDCL on daily basis. Rate of the Diesel thus be taken as the prevailing rate of Diesel on 15th day of the billing month at Noida.
- 5. Supplier/Contractor should provide brand new DG set along with all necessary electrical/mechanical/safety equipment's.
- 6. Energy meter should be provided or should be preinstalled in the DG set and well calibrated. The energy meter should be sealed and temper proof.
- 7. The DG Sets should be maintained properly to keep it in power to be operated for load of at least 80% of the DG capacity.
- 8. The Contractor will make arrangements for obtaining all kind of permission of statutory authorities towards installation of DG Sets at their own cost as per requirement.
- 9. Supply & installation of accessories like cables, change-over switches etc. for supplying generator power to a point in office premises will be made by the Contractor at their own cost.
- 10. RECPDCL will provide the required space for installation of the generator at KRIBHCO Bhawan at available suitable place.
- 11. The charges for transportation, loading & unloading of the DG Set for installation of the same will be borne by the Contractor, mending of any damage caused to the office property during loading, unloading of the DG Set at KRIBHCO Bhawan will be done by the Contractor to original finish, at their cost.
- 12. Suitable space will be provided by RECPDCL at site for installation of DG set and other associated equipments.
- 13. The successful bidder/Contractor should be in a position to install and commission the DG Set at RECPDCL's office premises within 30 (Thirty) days from the date of awarding the contract.
- 14. In case of minor faults in DG set or associated equipments, same should be rectified /repaired within 2 hours to start operation of DG set and In case of major break-down of the DG Set requiring repairing time for more than 6 hours, an alternative interim arrangement will be made by the Contractor within 24 hours of breakdown by providing a substitute generator of adequate capacity at no extra cost. In case of non-functioning of the DG Set and in the event of failure on the part of the Contractor to provide an alternative interim generator of adequate capacity within four hours.

Penalty at double the pro-rata rate will be imposed and deducted from monthly bill of the generator for the period the generator set remains non-functional.

Further, if the contractor regularly fails to provide uninterrupted power back up services RECPDCL reserves the right to avail the services at the risk & cost of the contractor and/or may terminate his contract at its sole discretion.

- 15. The deployment of operator for running the generator set should comply with the Labor Legislation Act. and Minimum Wages Act of Govt. of India, the State Govt. and all other applicable act/rules of Govt. of India and State Govt.
- 16. Contractor should ensure timely payment of salary to the operator which has been charged by RECPDCL. The total amount paid by RECPDCL on account of operator charges should exactly be paid to the operator by the contractor. RECPDCL reserves the right to seek documentary proof in respect of payment to the operator at any instant of time during the contract period. In case of any discrepancies found in payment made to the operator, further payment to the contractor may be withheld till the entire payment is made to the operator.
- 17. The Contractor will have to remove the DG Set from the office premises within 3 days from the date of termination or closure of the contract, at their cost, else demurrage charges @ 500/- per day will be levied by RECPDCL on the Contractor. Mending of any damage caused to the KRIBHCO Bhawan's property during taking the generator out of the premises will be done by the Contractor to original finish at their cost.
- 18. Any other works though not specifically mentioned but are required to finish the work in all respects for its safe, reliable, efficient and trouble free operation shall also be included and the same shall be supplied and installed by the bidder without any extra cost.
- 19. The contractor should follow all Electrical/Mechanical/Fire Safety statutory requirements as per the industry practice & Govt. of India/ State Govt. norms. RECPDCL reserves the right to conduct safety audit at any instant of time by any designated official of RECPDCL or Third party inspector during the contract period. If the safety practices are not found during their visit, suitable action will be taken against the contractor along with penalty & the same may be deducted from the monthly payment or any other payment due or from their PBG. Contractor has to follow suggestions (if any) being provided by the safety audit team.
- 20. Cleanup: Upon completion of the Work, the contractor shall remove from the vicinity of the work all residues, building rubbish, unused materials, concrete forms and other like materials belonging to him or used under his direction during work to the satisfaction of RECPDCL within 15 days from the date of commissioning. In the event of his failure to do so, the same may be removed by the RECPDCL at the expense of the Contractor. The cost on account of clean up shall be included in the quoted rate and no additional claim shall be entertained.
- B. Contract Period: The engagement of agency for providing silent type 250kVA DG set on rental basis is initially for 3 (three) years. After completion of every one year RECPDCL will review the performance of services provided and based on its satisfactory operation RECPDCL will renew the contract for next one year till 3 years on same terms & conditions.
 Further, if the performance of the services rendered by the agency & of DG set are found satisfactory

after completion of 3 (three) years, the contract period may be extended on year on year basis or parts thereof on mutually agreed terms & conditions between RECPDCL & contractor. RECPDCL reserves the right to terminate the contract if the services are not found satisfactory or for any other reason whatsoever upon giving one month's notice.

C. Conditions of Contract:

Work Completion Period: Installation of 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL at KRIBHCO Bhawan Noida, U.P should be done within 30 (Thirty) days from the date of awarding the contract.

- 1. Insurance: The bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection of DG set for all the materials to cover all risks and liabilities for supply of DG set & materials on site basis, storage of materials at site, installation, testing, commissioning and associated warranty. The bidder shall also take appropriate insurance during Comprehensive Operation & Maintenance period of 3 years or till the validity of contract, from date of commissioning and handover. The bidder shall also take insurance for Third Party Liability covering loss of human life, engineers & workmen and also covering the risks of damage to the third party/ material/ equipment/ properties during execution of the contract. Before commencement of the work, the bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.
- 2. Type & Quality of Materials and Workmanship: The specifications of the DG set should meet the technical specifications in accordance with latest appropriate IEC/Indian Standards. Any supplies which have not been specifically mentioned in this contract but which are necessary for successful & smooth running of the DG set shall be provided by the bidder without any extra cost and within the time schedule.
- 3. Comprehensive Operation & Maintenance: The bidder shall provide comprehensive operation & maintenance services for a period of 3 years or till the validity of contract, from date of commissioning and handover. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the system, replacement of defective parts and complaint logging & its attending at priority. Bidder will provide a dedicated operator(s)/personnel(s) for smooth operation, routine activities & for all other maintenance works, during working & operational days of RECPDCL.
 - In case of any fault/ breakdown in DG set, all necessary support with sufficient manpower etc. will be provided by the bidder during contract period which includes services/support required to be attended by any authorized third party of DG Manufacturer or Manufacturer itself should be managed by the bidder if such requirements arise during the contract period.
- **4. Project Inspection/Safety Audit:** The work will be inspected for quality at any time during commissioning or after the completion of work either by officer(s) from RECPDCL or any authorized agency/ experts.
 - RECPDCL reserves the right to conduct safety audit of DG set & equipment during the contract period through RECPDCL officials or any other third party agencies as per requirement of RECPDCL.

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

SECTION-VI

GENERAL CONDITIONS OF BID

- 1. Each bidder should submit **ONLY SINGLE** bid.
- 2. Consortium/ Joint Venture Firm are not allowed to participate in this tender.
- 3. The bidder shall ensure that deputed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs and to be carried out in a highly professional, safe, and sound managerial manner.
- 4. RECPDCL reserves the right to accept or reject any or all Bid requests without assigning any reason. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
- 5. RECPDCL reserves the right to cancel the Bid at any stage and call for fresh tender.
- 6. RECPDCL reserves the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
- 7. The responder shall bear all costs associated with the preparation and submission of its Bid and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
- 8. RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black-listing to various state/central utilities/ Ministry of Power/ State Governments/ Other agencies not to consider the said agency for any assignment including of the same on websites.
- 9. RECPDCL reserves the right to conduct reverse auction.
- 10. Bidder has to specify Make, Model, Specification, unit and quantity of all Bill of Material (BOM) items and components in Technical Bid format.
- 11. All components of Bill of Material (BOM) should be as per latest IS/IEC standard as applicable. Relevant documents shall be submitted to RECPDCL in this regard.
- 12. In case of supply of any defect material or substandard material, the materials will be rejected & it will be the responsibility of the vendor for taking back & replacing the rejected materials at their own cost.
- 13. The supplied materials should be strictly as per specifications mentioned in the tender, otherwise the material would be liable for rejection.
- 14. Validity of Bid shall be 180 days from the last date of bid submission.
- 15. The bidders are required to furnish their offers in the price bid in both words & figures, so that in case of any confusion, the offer given in words would be accepted as final.
- 16. No price escalation is applicable on account of any statutory payments increase or fresh imposition of custom duty, excise duty, sales tax or duty livable in respect of the major components of the system.
- 17. EMDs received late due to any reason including postal delay will not be considered.
- 18. Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
- 19. Bids must be submitted in English language only.
- 20. Incomplete, telegraphic or conditional tenders are not accepted.
- 21. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid.

- 22. The last date of receipt of bids from agencies is <u>26.12.2016 upto 16:00 Hrs.</u> Original, Sealed EMD documents will only be accepted during office hours on working days through deposit in the tender box kept for the purpose at REC Power Distribution Corporation Ltd. (RECPDCL), 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019. EMDs received after due date & time will not be accepted.
- 23. 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.
- 24. The technical bid shall be opened on <u>26.12.2016</u> at <u>17:00 Hrs</u> in RECPDCL office, New Delhi in the presence of such Bidders /their representatives, who desire to be present at the time of opening.
- 25. The bidders quoting abnormally low/high price may be rejected from consideration during financial bid analysis.
- 26. 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 with mutual consent.
- 27. Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECPDCL.
- 28. Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.

SECTION-VII

BID EVALUATION METHODOLOGY

OPENING OF TECHNICAL BID:

Opening of technical bids will be through online mode only.

- 1. Bidders have to submit documents as per Section-III, Clause-C (Submission of Bid Documents).
- 2. Bids duly submitted, will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to present.
- 3. If due date of receipt / opening of bids happens to be a closed holiday, the bids would be received and opened on the next working day.
- 4. REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Bids or to withdraw the Tender notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- 5. RECPDCL will scrutinize the technical bid documents submitted by the bidders and shortlist the bidders who qualify based on Eligibility Criteria, Technical Specifications, Terms and Conditions of this tender document.

OPENING AND EVALUATION OF FINANCIAL BID:

Opening of financial bids will be through online mode only.

- 1. Financial Bids of technically qualified bidders will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to be present.
- 2. Price Bids (Financial Bids) of Bidders whose EMDs received in original (DD or BG) within due date/time will only be opened. Rest of the Financial bids without submission of requisite EMDs in original (DD or BG) within due date/time will not be opened.
- 3. If due date of opening of Financial Bids happens to be a closed holiday, the bids would be received and opened on the next working day.
- 4. REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Financial Bids or to withdraw the tender notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- 5. Bidder will be evaluated as per the quoted rate including all taxes & duties and all other clauses.
- 6. The Financial Bid is required to be filled by the agencies as per format mentioned in Annexure IX. Financial Bids will be evaluated based on total monthly fixed charges quoted including comprehensive maintenance services inclusive of all taxes & duties.

SECTION-VIII

COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS

1. RATE:

- 1.1 Bidders have to quote Monthly rental of DG set including operator charges, operation & maintenance charges, lubricating oil charges & any other charges (excluding diesel charges, which will be paid as per payment terms mentioned in clause 14 of section-VIII). Bidder should show all other applicable Taxes in the format given in financial bid (Annexure-IX). The bidder who qualifies technically & as per eligibility criteria and offers overall lowest price including all taxes & duties as per Annexure IX will be awarded contract following all other necessary clauses. At the time of release of payment to the bidder, TDS/WCT/Labor cess will be deducted as the case may be.
- 1.2 Rate quoted by the bidder & further accepted by RECPDCL after following all other clauses, shall remain firm & fixed and shall be binding on the Successful Bidder till completion of comprehensive on-site maintenance period irrespective of actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- **1.3** 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.

2. EARNEST MONEY DEPOSIT (EMD):

- **2.1** The Bidder shall furnish Earnest Money Deposit in original @ Rs. 25,000 (Rupees Twenty-Five Thousand only) in the form of Demand Draft/ Bank Guarantee (BG) from a scheduled bank (as per Annexure-III) drawn in favour of 'REC Power Distribution Company Ltd.' payable at New Delhi.
- **2.2** In case of inadequacy or non-submission of EMD amount, the tender shall be deemed to be disqualified and summarily rejected in the technical evaluation.
- **2.3** 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, on request by RECPDCL, without which the tender /work order shall be rejected.
- **2.4** Request for adjustment of Earnest Money Deposit against any previous dues with RECPDCL will not be considered.
- **2.5** EMD will be refunded to the unsuccessful bidders within 30 days after finalization of the tender without any interest.
- **2.6** 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.
- **2.7** 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.
- **2.8** The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECPDCL under following circumstances:
 - a. 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.
 - b. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to unconditionally accept LOA within 5 days from the date of its issue.

c. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to furnish the Performance Bank Guarantee as specified in the tender document.

3. PERFORMANCE BANK GUARANTEE (PBG):

- **3.1** Within 10 days from the date of issue of LOA, successful bidder must deposit Performance Bank Guarantee (PBG) fees **@ 10%** of the Work Order value to RECPDCL as per format Annexure-IV with validity till completion of comprehensive on-site maintenance period (i.e. work completion period plus 3 years from the date of commissioning).
- **3.2** The said PBG will be refunded after the completion of comprehensive on-site maintenance period, subject to satisfactory performance of the DG set.
 - **3.3** 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 commission the DG set as specified in the tender document for successful operation of the DG Set.
 - **b.** Hundred percent (100%) PBG amount furnished, if comprehensive on-site maintenance activities are not carried out as specified in the tender document for successful operation of the DG Set.
 - **c.** In all the above cases corresponding uncompleted work shall stand cancelled.
- 4. **DELIVERY:** All materials must be delivered to the project site suitably so as to complete the work within schedule as mentioned in **Section-V** Clause No.B.
- 5. **QUANTITY:** The quantity / capacity mentioned in the tender might either increase or decrease according to the requirement.
- 6. **LIQUIDATED DAMAGES:** Liquidity damage will be applicable for any delay in installation, commissioning/operation of DG set as per the timelines mentioned in Clause No.11 of detailed scope of work. Liquidity Damage equal to 0.5% of the total contract value (for three years) per week or part thereof subject to the maximum of 5% of the total contract value (for three years) may be levied from the bill of the contractor or can be recovered from any dues of the Agency.

7. PENALTY:

- a) Penalty at double the pro-rata rate of monthly fixed charges will be imposed and deducted from monthly bill for the period the generator set remains non-functional during the billing month. Further, if the contractor regularly fails to provide uninterrupted power back up services RECPDCL reserves the right to avail the services at the risk & cost of the contractor and/or may terminate his contract at its sole discretion besides taking other penal action, including invoking of PBG.
- **b)** The details of penalties on account of non-availability of Operator.

| SI | Description of Penalty | Amount to be Deducted |
|-----|--|--|
| No. | | |
| 1 | Deduction of Operator absenteeism per Day on Monday to Friday. | 2*(Monthly Fixed Charges of DG set)/30 |
| 2 | Deduction of Operator absenteeism per Day on | 2*(Rs.1000 per Day). |
| | Saturday, Sunday & all other Holidays | |

- 8. **INSPECTION:** RECPDCL reserves right to inspect the work progress for quality at any time during commissioning or after the completion of work either by officer(s) from RECPDCL or any authorized agency/ experts.
- 9. REC PDCL reserves the right to withdraw the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of RECPDCL's action.
- 10. FORCE MAJEURE: Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of Bidder or RECPDCL including, but not limited to, acts of God, storm, fire, floods, explosion, epidemics, quarantine, earthquake, strike, riot, lock out, embargo, interference by civil or military authorities, acts, regulations or orders of any governmental authority in their sovereign capacity, acts of war (declared or undeclared) including any acts of terrorism, and all other such acts of similar or analogous nature (where all such acts to be collectively referred to as "Force Majeure"). REC Power Distribution Company Ltd. and Bidder shall not be liable for the failure to perform any obligation in terms of this Proposal if and to such extent such failure is caused by a Force Majeure, provided that none of such acts of Force Majeure will relieve the Customer from meeting its payment obligations.
- 11. **SUCCESORS & ASSIGNS:** In case RECPDCL or successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

12. DISPUTES RESOLUTION & ARBITRATION:

- Disputes under the agreement shall be settled by mutual discussion.
- 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.
- 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.
- The venue of the arbitration shall be New Delhi, India.
- The fee & other charges of Arbitrator shall be shared equally between the parties.
- The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.
- 13. STATUTORY CLEARANCES: Statutory clearances, if any (such as environmental clearance, pollution certificate, fire hazards etc. as per industry practices/applicable laws of Govt. of India & State Govt.), to install DG set within the office premises at the location specified by RECPDCL will be done by the contractor including any measures such as providing fire extinguishers, sand bucket etc. at the specified location, No extra cost will be paid in this regard. Further, in the event of any issue relating to statutory clearances or any violations arises during the contract period will be settled by the contractor and any expenditures/cost/penalty etc. arises therein will be borne by the contractor. RECPDCL is not liable to pay for any claim made by the contractor to obtain statutory clearances and for any claim made by the contractor to settle statutory clearances issue at any point of time during the contract period. RECPDCL reserves the right to conduct the safety audit at any time by any designated official of RECPDCL or Third party inspector during the contract period. If the safety practices are not found satisfactory during their visit, suitable action will be taken against the contractor along with penalty & the same may be deducted from the quarterly payment or any

other payment due or from their PBG. Contractor has to follow suggestions (if any) being provided by the safety audit team.

14. PAYMENT TERMS:

- **1.1 Fixed Monthly Charges:** Monthly rental of DG set including operator charges should be paid as fixed charges on monthly basis. Applicable Taxes will be paid extra as applicable during the billing month as per Annexure IX.
- **1.2 Variable Monthly Charges:** Based on Diesel consumption rate in a DG set, Cost of Diesel will be paid over and above the monthly fixed charges as per the below mentioned formula:

1 kWh (One Unit) Rate = 0.218 X Price per liter of Diesel

Total Variable Charge for the Month = 1 kWh Rate X Unit consumed in the month

Note:

- 1. Rate of the Diesel thus be taken as the prevailing rate of Diesel on 15th day of the billing month at Noida.
- 2. Meter Reading of the DG set & records should be maintained in the Log book by the operator and the same should be certified by RECPDCL official on daily basis.
- 3. The services will be treated as work contract & tax will be deducted as per applicable tax law.

I/We have carefully read and understood the above terms and conditions of the tender and agree to abide by them.

(SIGNATURE OF BIDDER WITH SEAL)

Designation:

Name:

Date:

LETTER FOR SUBMISSION OF BID

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

| I have read the provisions of 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. 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. Our bid shall remain valid for period of 180 days from the last date of bid submission. Date: Signature: Full Name: | To, | Addl. Chief Executive Officer REC Power Distribution Company Ltd, 1016-1023, 10th Floor, Devika Tower, Nehru Place, New Delhi-110019 |
|---|-----|--|
| We wish to submit bid against RECPDCL's NIT No: RECPDCL/OS/16-17/ | Sub | o.: Engagement of Service Agency |
| "Hiring of one No 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services" as per the requirements of RECPDCL. Further, I hereby certify that: 1. I have read the provisions of all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of tender are acceptable to me and I have not taken any deviation to any clause. 2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the RECPDCL. 3. Our bid shall remain valid for period of 180 days from the last date of bid submission. Date: Signature: Full Name: | Dea | ar Sir, |
| I have read the provisions of 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. 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. Our bid shall remain valid for period of 180 days from the last date of bid submission. Date: Signature: Full Name: | " Н | iring of one No 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly |
| to the contrary, the stipulation of all clauses of tender are acceptable to me and I have not taken any deviation to any clause. 2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the RECPDCL. 3. Our bid shall remain valid for period of 180 days from the last date of bid submission. Date: Signature: Full Name: | Fur | ther, I hereby certify that: |
| unconditionally withdrawn, without any cost implication whatsoever to the RECPDCL. 3. Our bid shall remain valid for period of 180 days from the last date of bid submission. Date: Signature: Full Name: | 1. | to the contrary, the stipulation of all clauses of tender are acceptable to me and I have not taken any |
| Date: Signature: Full Name: | 2. | |
| Place: Full Name: | 3. | Our bid shall remain valid for period of 180 days from the last date of bid submission. |
| Designation: | | ce: Full Name: |

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

Address:

BIDDER'S GENERAL DETAILS

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

NIT No: RECPDCL/OS/16-17/2927

Dated:

"Hiring of one No. 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services".

GENERAL DETAILS

| 1. | Name of Comp | any: | |
|----|----------------------------|---------|---|
| 2. | Year of Incorporation: | | |
| 3. | Name of Authorized Person: | | |
| 4. | | | |
| | a) | Address | of Office: |
| | b) | Contact | Person's |
| | · | i. | Name & Designation: |
| | | | Address: |
| | | iii. | Tel. No. (Landline& Mobile): |
| | | iv. | Email ID : |
| 5. | Type of Firm (I | | k): Private Ltd./ Public Ltd./ LLP/ Joint Venture Company |
| 6. | Permanent Account Number: | | |
| 7. | | | ate No.: |
| 8. | | | |
| | | | DD No |
| | | | Name & Address of Bank: |
| | | | |
| | | | Signature |
| | | | Full Name |
| | | | Designation |
| | | | Address |

BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT

| This deed of Guarantee made this day of 2016 by | |
|---|----------------------------------|
| (Name of the Bank) having one its branch at | |
| acting through its Manager (hereinafter called the "Bank") v | vhich |
| expression shall wherever the context so requires includes its successors and permitted assigns in fa | avour |
| of REC Power Distribution Company Ltd., registered under the Companies Act, 1956, having its offi | ce at |
| 1016-1023, 10 th Floor, Devika Tower, Nehru Place, New Delhi -110019 (hereinafter called "RECPI | OCL") |
| which expression shall include its successors and assigns. | |
| WHEREAS RECPDCL has invited tender vide their Tender Notice No: | |
| in response to aforesaid tender notice offered to supply/ do the job of Hiring of one No 250 kVA stype Diesel Generator set New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhat Noida including Comprehensive Operation & Maintenance Services" as contained in the tender. | 'have silent |
| AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹ | |
| AND WHEREAS, we | |
| hereinafter contained. | |
| NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as menti in the Tender or any extension thereof as RECPDCL and the Tender may subsequently agree and it Tender for any reason back out, whether expressly or impliedly, from his said Tender during the period its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance at terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand with demur to the extent of ₹ | oned of the od of s per |
| We further agree as follows: | |
| 1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tend | er or |

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tender in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its

liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tender or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tender or any other matter or thing whatsoever.

- 2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tender (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tender 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 Tender, 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 ₹ /- (R | upees only).and this |
| Guarantee shall remain in force till | unless a claim under this guarantee is filed with |
| the bank within 30 (thirty) days from this date or | the extended date, as the case may be i.e. up to |
| all rights und | er Guarantee shall lapse and the Bank be discharged |
| from all liabilities hereunder. | |

In witness whereof 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 (PBG) FORMAT

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 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 Nodated |
| and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance |
| Guarantee for the faithful performance of the entire period of empanelment, of the value of |
| ₹ |
| |
| We, ("The Bank") which shall include |
| OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. |
| in your favor for account of |
| (The Agency) in cover of performance guarantee in accordance |
| with the terms and conditions of the Empanelment Order. |
| Haraba was undartale to see up to but not exceeding. |
| 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. |
| Tailed to perform the Bib/ Work Order and despite any contestation on the part of above named-agency. |
| This letter of Guarantee will expire on including 90 days of claim period and |
| any claims made hereunder must be received by us on or before expiry date after which date this Letter |
| of Guarantee will become of no effect whatsoever whether returned to us or not. |
| of durantee will become of no cheek whatsoever whether returned to do of not. |
| |
| Authorized signature |
| Chief Manager/ Manager |
| Seal of Bank |
| |
| |
| |

Note: PBG shall be valid for work completion period (Installation & Commissioning of the system) plus 5 years from the date of commissioning and handover of the system.

<u>UNDERTAKING</u>

| It is certified that my firm/agency/con | npany has never been black listed by any of the |
|---|---|
| Departments/ Autonomous Institutions, | / Universities/ Public Sector Undertakings of the |
| Government of India or State Governmen | t or Public Sector Banks or Local Bodies/Municipalities |
| as on | |
| | |
| | |
| | |
| | |
| Place: | Signature of the Tenderer |
| Tidee. | Signature of the renderer |
| Date://2016 | Name of the Signatory |
| | Name of the Firm/agency |
| | Seal of the Firm/Agency |
| | |

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder (Authorized Signatory)

TECHNICAL BID

(To be submitted Online)

NIT No: RECPDCL/OS/16-17/2927 Dated

"Hiring of one No. 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services"

We confirm the following are technical specification of Items that will be used for Installation & Commissioning.

| S. | Item | Specification | | | | | | Model | Quantity |
|-----|--------|---------------|---------|-------|--------|-----------|--|-------|----------|
| No. | | Rated | Rated | Rated | Power | Frequency | | | |
| | | KVA | Voltage | Amps | Factor | | | | |
| 1 | DG Set | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Note:

- **1.** Details of Control panel to be mentioned separately.
- 2. All items mentioned above should be of good quality and standard make.
- **3.** Any other works though not specifically mentioned above but are required to finish the work in all respects for its safe, reliable, efficient and trouble free operation shall also be included and the same shall be supplied and installed by the bidder without any extra cost.

| (AUTHORIZED SIGNATORY) |
|------------------------|
| NAME: |

SEAL:

FINANCIAL BID

(To be submitted online)

NIT No: RECPDCL/OS/16-17/2927 Dated

Hiring of one No. 250 kVA silent type Diesel Generator set for New Office Space of RECPDCL on Monthly Rental basis at KRIBHCO Bhawan Noida including Comprehensive Operation & Maintenance Services

| S | Description | Make | Fixed | VAT/ | VAT/ | Excise | Excise | Service | Service | Total |
|--|---------------------|-------|-------|-------|-------|--------|--------|---------|---------|-----------|
| | | & | Mon | Sales | Sales | Duty | Duty | Tax + | Tax + | Fixed |
| N | | Model | thly | Tax/ | Tax/ | (%) | Cost | Cess | Cess | Monthl |
| О | | | Char | CST | CST | | (INR) | (%) | Cost | у |
| | | | ges | (%) | Cost | | | | (INR) | charges |
| | | | (excl | | (INR) | | | | | (Inclusiv |
| | | | udin | | | | | | | e of all |
| | | | g | | | | | | | taxes) |
| | | | taxes | | | | | | | |
| | | |) | | | | | | | |
| | | | (INR) | | | | | | | |
| | | | _ | _ | _ | | | _ | | |
| | | | E | F | G = | Н | I = | J | K = ExJ | L = E +G |
| | | | | | ExF | | ExH | | | + I + K |
| Α | Monthly Rent of 250 | | | | | | | | | |
| | KVA silent type DG | | | | | | | | | |
| | set* | | | | | | | | | |
| | | | | | | | | | | |
| | | | 4-3 | | | | | | | |
| Grand Total (INR) inclusive of all taxes (L) | | | | | | | | | | |

*N.B.: Fixed Monthly DG rent should be inclusive of the following item but it is not limited to:

- · Monthly Operator Charges.
- Comprehensive Maintenance charges (including lubricating & all other Maintenance works).
- Cost Component towards statutory clearances, safety measures, cleanliness & upkeepment of floor area, insurance etc.
- Other Charges (Which is not mentioned in above points & is needed for smooth operation of DG set).
- Profit Margin (if any).

Apart from fixed monthly rental charges, Cost of Diesel will be paid over and above the monthly fixed charges as per the below mentioned formula based on total unit consumed in a month:

1 kWh (One Unit) Rate = 0.218 X Price per liter of Diesel

Total Variable Charge for the Month = 1 kWh Rate X Unit consumed in the month

Total Payable to the agency per month= [Total Monthly Fixed Charges + Total Variable charges for the Month].

Note:

- **1.** Bidders have to quote as per financial bid format given below showing all taxes & duties. At the time of release of payment to the bidder, TDS/WCT/Labor cess will be deducted as the case may be.
- 2. Rate quoted by the bidder, once finalized and accepted by RECPDCL bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of comprehensive on-site maintenance period irrespective of actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- **3.** 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.
- **4.** 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.
- 5. In case of any mismatch between figures and words, amount in words shall prevail.
- **6.** Bidder may visit the site before quoting the rate to get better idea of location, work place etc. However, in any case, it will be assumed that bidder has visited the site and understood all site conditions, factors etc. for this work before submission of bid.
- 7. Supply of material and billing shall be at New office of RECPDCL at KRIBHCO Bhawan, Noida.
- **8.** In case of implementation of GST/New taxation policy etc., such taxes will be payable as per prevailing laws of Govt. of India & state govt.
- **9.** The Financial Bid is required to be filled by the agencies as per format mentioned in Annexure IX. L1 will be decided on Grand Total amount which includes all Taxes

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