



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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Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, Phone (011) 43091506 Fax: (011) 24365815

Notice Inviting Tender

(Tender invited through e-Tendering mode only)

For

Providing Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department

No. RECPDCL/TECH/Internet-GED/e-Tender/2016-17/2670 Dated: 18.11.2016

Description of task, Pre-qualifying criteria, e-tender submission format and procedure is available on REC Power Distribution Company Limited (RECPDCL) website (www.recpdcl.in), Rural Electrification Corporation (REC) website (www.recindia.nic.in), Central Publication Portal (www.eprocure.gov.in)

Important Dates for E- Tendering mode	
Date of Release of NIT	18.11.2016
Last date for queries / seeking clarification	24.11.2016 at 1800 Hours
Pre Bid Meeting	25.11.2016 at 1200 Hours
Last date of submission of Tender	09.12.2016 at 1500 Hours
Date of Opening of Technical bid	09.12.2016 at 1600 Hours
Date of Opening of Financial bid	To be intimated later

Note:

Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may takes 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 exclusive purpose of Agencies participating against this bid and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]

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SECTION-I

TENDER INFORMATION

Name of the assignment:

Internet, DC-DR & Locational Links for IT Implementation at Goa Electricity Department
Important information

Si. No.	Event	Information to the agencies
1	Date of Release of NIT	18.11.2016
2	Last date for queries / seeking clarification	24.11.2016 at 1800 Hours
3	Pre Bid Meeting	25.11.2016 at 1200 Hours
4	Last date of submission of Tender	09.12.2016 at 1500 Hours
5	Date of Opening of Technical bid	09.12.2016 at 1600 Hours
6	Date of Opening of Financial bid	To be intimated later
7	Pre- Bid Meeting Address	REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place, New Delhi- 110019, India Fax : 011-4128768
8	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) www.recindia.nic.in (or) www.eprocure.gov.in (or) www.tenderwizard.com/REC
9	EMD #	Rs 5,00,000/-
10	Address for Bid submission	Shri Subhash Chandra Garg, Addl. Chief Executive Officer, REC Power Distribution Company Limited, 1016-1023, 10 th Floor, Devika Tower, Nehru Place New Delhi- 110019, India. Fax : 011-4128768 Email- ged.projects@recpdcl.in / scgarg@recpdcl.in
11	Contact Person	Shri Sunil Bisht , Assistant Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760; Fax:011-44128768 Email- ged.projects@recpdcl.in / sunil.bisht@recpdcl.in

The EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders in the form of demand draft/Bank Guarantee of an amount of Rs.5,00,000/- (Rupees Five Lakhs only/-) of any schedule Indian bank in favor of REC Power Distribution Company Limited, Payable at New Delhi .The EMD of unsuccessful Bidder will be returned within 180 days from the period of expiry of NIT and EMD of successful Bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guaranty) i.e. 10% of the Contract Value (within 30 days from receipt of PBG).

➤ The bid shall remain valid for a period of 180 days from the date of bid submission.



SECTION-II

PREFACE

Goa Electricity Department (GED) has recently awarded IT Implementation Works under Part-A of R-APDRP Scheme to M/s REC Power Distribution Company Limited (RECPDCL) with Tata Power Delhi Distribution Limited as its Technology Partner.

The Scope of Services includes Preparation of Base-line Data System for the project area covering Consumer Indexing, GIS Mapping, Automatic Metering (AMR) on Distribution Transformers and Feeders, and Automatic Data Logging for all Distribution Transformers & Feeders and SCADA / DMS system for big cities only. It would include Asset Mapping of the entire distribution network at and below the 11kV transformers and include the Distribution Transformers and Feeders, Low Tension lines, poles and other distribution network equipment. It will also include adoption of IT applications for meter reading, billing & collection; energy accounting & auditing; MIS; redressal of consumer grievances and establishment of IT enabled consumer service centers etc.

In addition to the Towns and Cities with a population of more than 30,000 (10,000 in case of Special Category States) as per population data of 2001 Census in Goa, the certain high-load density rural areas with significant loads, works of separation of agricultural feeders from domestic and industrial ones, and of High Voltage Distribution System (11kV) will also be taken up in R-APDRP Part-A scheme and accordingly four towns have been identified to be covered under the scheme as per the details mentioned in Table 1.

Goa, a tiny emerald land on the west coast of India, the 25th State in the Union of States of India, was liberated from Portuguese rule in 1961. It was part of Union territory of Goa, Daman & Diu till 30 May 1987 when it was carved out to form a separate State. Goa is India's smallest state in terms of area and the fourth smallest in terms of population. Located on the west coast of India in the region known as the Konkan, it is bounded by the state of Maharashtra to the north and by Karnataka to the east and south, while the Arabian Sea forms its western coast.

Panaji (also referred to as Panjim) is the state's capital. Vasco da Gama is the largest city. The historic city of Margao still exhibits the influence of Portuguese culture and renowned for its beaches, places of worship and world heritage architecture, Goa is visited by hundreds of thousands of international and domestic tourists each year. It also has rich flora and fauna, owing to its location on the Western Ghats range, which is classified as a biodiversity hotspot.

Goa covers an area of 3702 square kilometers and comprises two Revenue district viz North Goa and South Goa. Boundaries of Goa State are defined in the North Terekhol River which separates it from Maharashtra, in the East and South by Karnataka State and West by Arabian Sea. Goa lies in Western Coast of India and is 594 Kms (by road) away from Mumbai city.

Goa, for the purpose of revenue administration is divided into district viz. North and South Goa with headquarters at Panaji and Margao respectively. The entire State comprises 11 talukas. For the purpose of implementation of development programmes the State is divided into 12 community development blocks. As per 2001 census, the population of the State is 13,42,998. A very striking feature of Goa is the harmonious relationship among various religious communities, who have lived together peacefully for generations. Though a late entrant to the planning process, Goa has emerged as one of the most developed States in India and even achieved the ranking of one of the best states in India with regards to investment environment and infrastructure.



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This NIT is being floated to appoint bidder for Rate Contract for providing Locational Links for IT Implementation at Goa Electricity Department at various locations / offices. The bandwidth for the links is required to be provided against release orders which would be placed as and when required. The activities for bidder are described in the detailed scope of work.

Name of Town	Area in Sqkm	Network Length	No. of Consumers	No. of Transformers
Panjim	506	14220	5.16 Lacs	5000
Margao	1391			
Mapusa	1239			
Marmagao	109			

Above data is only for reference and may vary in actual

Information of Project Areas				
Name of Project Area (town)	Number of Subdivisions Offices	Number of Other Offices	Nearest Railway Station to HQ	Nearest Functional Airport to HQ
Panaji	8	25	Carambolim	Dabolim Airport
Marmagao	4	19	Vasco Da Gama	Dabolim Airport
Margao	10	62	Madgao	Dabolim Airport
Mapusa	8	85	Tivim	Dabolim Airport



SECTION-III

Instructions to Bidders

3.1 Submission of Bid

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

A. 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.

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

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

Bid to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

C. The Agency qualifying the criteria mention in section VI should upload Bid document with duly signed scanned soft copy of 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-IV-----Manufacturer Authorization Form
- 4 Form-V----- Format for no-deviation certificate
- 5 Form-VI----- Acceptance form for participation in reverse auction event
- 6 Form-VII----- Letter of Transmittal
- 7 Form-VIII-----Integrity Pact
- 8 Annexure-A ----- Earnest Money Deposit (EMD) Bank Guarantee format



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9 Annexure-B ----- Performance Bank Guarantee format

EMD of Rs.5,00,000/- 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.

Financial Bid

1. Form-III-----Financial Proposal (to be submitted through online mode only)

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 through digital signature.

The all document 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)

SECTION-IV

SCOPE OF WORK & SERVICE LEVEL AGREEMENT

1. Detailed Scope of Work

- a. The scope of work covers supply, installation, commissioning and maintenance of VPN/ MPLS/ leased line circuit based WAN solution at Sub-Stations offices of the utility.
- b. The bidder shall provide 3 years warranty and services support of all supplied, installed and commissioned equipment as per Service Level Agreement (SLA).
- c. The bidder shall comply with the general guidelines, as well as those specified by Gol from time to time to ensure seamless inter-operability and interconnectivity.
- d. Any WAN Network of Central or State Government may also be used for this project, subject to availability of spare capacity, technical feasibility and permission from requisite authority.
- e. The bidder to ensure that WAN/infrastructure commissioned by them should have provision to provide internet services also which will be required in future.
- f. The bidder to ensure that WAN shall be a TCP/IP based network on a high-performance packet forwarding technology that integrates the performance and traffic management capabilities of data link layer (Layer 2) switching with the scalability, flexibility, and performance of network layer (Layer 3) routing.
- g. The bidder to ensure that WAN be built to incorporate any open standards available as per Open Systems Interconnection (OSI) model. The network should support seamless transformation and integration of protocols. For example, migration from IPv4 to IPv6 as and when the transition is required.
- h. The bidder to ensure that WAN must use the hardware devices, such as Internet routers, terminal servers, Internet systems that interface to Ethernets, or datagram-based database servers, which support open standards and have open Network Management System (NMS) support for monitoring, configuring and measurement of the network resources.
- i. The bidder to ensure that WAN shall have the capability to run IP routing protocols like OSPF (Open Shortest Path Find) version 2, OSPF v3, RIP v2, RIP, OSPF over demand circuit, IS-IS, BGP4.
- j. The bidder to ensure that WAN may run any routing protocol (like OSPF, BGP) depending on the individual design criteria of the WAN. It is mandatory that the network should allow interaction between multiple routing protocols for keeping a unified network reach ability table across the country.
- k. While two routing protocols are interacting to exchange routing updates, there should be the capability to selectively filter certain routes for security reasons.
- l. The bidder to ensure that WAN should be capable to provision IP multicast based services. The same would require the capability of running industry standard IP multicast protocols like Protocol Independent Multicast (PIM) Sparse Mode and Dense Mode, Multicast OSPF (MOSPF), multicast BGP (MBGP) and DVMRP or equivalent.
- m. WAN should have the multicast group management capability through Industry standard protocols like Internet Group Management Protocol (IGMP) version 1, 2 and 3.
- n. The voice networking of WAN should be based on IP and should be designed in such a way that a central call processing system is able to service phones at remote



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locations. WAN should have the voice conferencing solution deployed based on industry standard protocols.

- o. All communications happening over various links within the WAN should be encrypted using standard protocols like IPSec, 3DES & AES to ensure highly secure communication.
- p. All equipment proposed shall ensure optimum throughput to take care of the connectivity requirements of the network including minimum bandwidth requirement and scalability in bandwidth.
- q. All networking equipment proposed shall support SNMP (Simple Network Management Protocol).
- r. The routers at Data center shall have the provision for connecting to DR site in case the same is established at a later date. (Routers to be provided by REC-PDCL). Bidder to ensure locational offices connectivity up and running from DR site in case of unavailability of Data Centre.
- s. The capacity of the links at various tier of WAN will be upgradable subject to actual usage and utilization for the particular channel. The Bidder shall be responsible for regular monitoring of bandwidth utilization and generating reports at regular interval.

1.1 Quantity Variation clause:

The evaluation shall be made on the overall cost of the items and quantities mentioned in the RFP. However, while placing the order, or during the execution, the utility reserves the right to modify the quantities of individual items to the extent of +/- 20% of the mentioned BoQ subject to within a range of 20% of the value of the overall project cost.

1.2 WAN for Sub-Station offices –

Connectivity media for Primary network:

There will not be any connectivity in office hierarchy. Connectivity of distant locations will be directly connected to Data Center / DR Site, last mile should be on fiber at data center & DR. The proposed spoke location offices (Sub-Stations offices) network has to be on a minimum 1 Mbps MPLS VPN connectivity on last mile media Fiber/Copper/ RF. However, if some locations are declared non feasible on aforesaid Media then VSAT connectivity (should not exceed more than 5% of total locations) may be offered as last mile media to connect the respective non-feasible sites subject to **successful PoC** for SAP transactions and acceptance by RECPDCL. *If in future any other media will become feasible, successful bidder has to convert the VSAT links into the available media at that time on request of RECPDCL & the existing VSAT links will work as a secondary connectivity. Charges of the bandwidth for the added media will remain same as per the price quoted in bid.

Secondary connectivity is not required for location which are connected on VSAT.

Connectivity media for Secondary network:

Bidder need to ensure that offered secondary connectivity should be on different media or on same media with two different base stations of same services provider or different service provider other than primary service provider. However total ownership of primary & secondary connectivity will be with successful bidder and he/she will be responsible for meeting of required SLAs. The proposed spoke location offices network has to be on a minimum 128 Kbps MPLS VPN connectivity on last mile media Fiber/Copper/ RF/VSAT.



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Bidder can provide secondary links on VSAT only if the above mentioned criteria is not at all feasible.

Bidder need to ensure to provide secondary connectivity at all spoke locations, which should be increased year on year basis as per feasibility.

2. LOCATION WISE INDICATIVE QUANTITY

2.1. Hierarchy of the office in the administrative setup

Level	Name of Office
1	Head Quarter
2	Circle
3	Division
4	Sub Division
5	Distribution Centre/Section Office
6	Collection Centre

2.2 WAN Implementation Hardware, Software, Services

S.No	Location Offices	Primary Connectivity to DC and DR as per RFP	Secondary connectivity to DC and DR as per RFP
1	Sub-Stations	1 Mbps	128 Kbps
2	MPLS at Data centre and DR Site	Aggregated 40 % bandwidth of the total bandwidth of sub stations	NA

A provision of upgrading of bandwidth at various locations shall be extended further to its double the required bandwidth as and when required, comes under the scope of the bidder.

2.3. Bill of material for Sub-stations and List of Offices for WAN Connectivity:

Below tables depicts Bill of material for locational offices. For physical locations having multiple offices, bidder to quote prices for the consolidated bandwidth.

S No	Town	Sub- station	Address	Primary Link (Mbps)	Secondary Link (Kbps)
1	Panaji	33/11KV corlim substation	Near Sub division office, Corlim	1	128
2		EDC Substation	Near Kadamba Bus stand, Kadamba	1	128

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3		Altinho substation	Althino	1	128
4		Campal substation	Near caculo Mall, Panaji	1	128
5		Pillar substation	Pilar substation, near Neura Village Panchayat	1	128
6		NIO substation	Dauna Paula, Near NIO residency	1	128
7		IT park substation	Straight from NIO substation	1	128
8		Kurti Substation	Near 50MVA& 100 MVA Substation, Kurti	1	128
9		Collney Substation	Near Vidhyut bhawan Ponda, Collney	1	128
10		Shiroda Substation	Near Ayur vedic hospital, 403103	1	128
11		Bithora Substation	Industrial area, 403409	1	128
12		Darbandora Substation	13km from ponda, 403406	1	128
13		Kundai Substation	Kundai Industrial state, 403404	1	128
14		50 MVA substation (EHV 3)	50 MVA substation kurti, ponda	1	128
15		100 MVA substation (EHV 3)	100 MA substation Kurti Ponda	1	128
16	Margao	Aquem substation, SD 1	Near Vidhyut Bhawan, Margao	1	128
17		Monte substation, SD 1	Near Collector Banglo, Monte Hill, Margao	1	128
18		KRC substation, SD 3	Near Rawan fond, Naveli Margao	1	128
19		Nessai substation, SD 3	Nessai Industrial Area, Margao, 403709	1	128
20		Rai substation, SD 4	Sonar wardo, Rai village, Margao, 403720	1	128
21		SS Cancona, SD 3	Cancona Substation	1	128
22		SS Muthal/Poinguinim SD 3	Muthal Substation	1	128
23		Pentemol SS, SD 1	Pentemol substation	1	128
24		Qunamol SS, SD 2	Quinamol rivona sanguem goa, 403705	1	128
25		Xeldem SS, SD 3	Near Shrutik Industry	1	128
26		Waddem SS, SD 3	Near river	1	128

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27		Shigao SS, SD 4	Near Mahadev temple, Shigao	1	128
28		Xeldem SS 33/11 KV	33/11 KV Near Div office	1	128
29		Cuncolim Substation	Industrial area cuncolim	1	128
30	Marmagao	SS MPT, SD 1	Harbour sustation, port area	1	128
31		SS Sancoale, SD 2	ground floor vidhyut bhawan, vasco	1	128
32		SS Majorda	Next to ashapura hardware, sancoale	1	128
33	Mapusa	SS salegao, SD 4	Near science center	1	128
34		SS Condolim, SD 4	Hill, straight to CCD, Candolim	1	128
35		SSNavelim Amona	Near Vividha Hr. secondry School	1	128
36		SS Nachinola, SD 2	Near Aldona health center	1	128
37		SS Tuem, SD 3	Murmuse near industrial estate, tuem	1	128
38		SS Sankhali, SD 2	Near housing board, pratap nagar, 403505	1	128
39		SS HTJE, SD 3	Near SD 3 Valpoi	1	128

Timelines for Delivery and Installation

Bidder is required to deliver communication link with desired bandwidth along with associated equipment at the specified locations / offices within 4-6 weeks from the date of the Work Order for primary links and 6-8 weeks for secondary links.

Service Level Agreement (SLA)

The SLA covers the following services:

Parameter	Service Level	Validation	Penalty
SI to monitor the availability of the network link for 99% uptime. SI should measure link availability on a monthly basis.	99%	Downtime reports Reports on the Network performance	Penalty of 2% per month will be deducted from the monthly Order Value charges of that affected link, if the reports are not submitted by the bidder.

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Resolution of ticket logged related to Networks	99%	Reports generated from Ticket logging system	
Data Centre Network including internet, MPLS, DC-DR link Availability Minimum of 99.8% uptime measured on a monthly basis	99.80%	Report	2% of monthly Order Value charges for less than 99.8% 3% of monthly Order Value charges for less than 98.0% 5 % of monthly Order Value charges for less than 95%
Divisional, Sub-Stations & Other Offices Network Availability Minimum of 97% uptime measured on a monthly basis	97%	Report	2% of monthly Order Value charges for less than 97% 3% of monthly Order Value charges for less than 95%

Uptime Calculation for the month:

$$\{ [(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Hours in a Month}] \times 100\}$$

"Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment, is actually available for use.

"Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Supplier's (or Service provider's) failure to exercise due care in performing Supplier's responsibilities.

The bidder would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between Utility and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with Supplier or Service Provider for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/ service is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
2. Failover time (30 minutes) in case of cluster environment beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the Supplier.



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3. Bug in any application which causes the non-availability of the service.

SLA for Locational link

- The latency from locational offices to Data Centre / DR Site should be less than 25 ms at any given point of time.
- Bandwidth provided should be in contention ratio of (1:1) on each locational link.
- The vendor Ethernet link should ensure no packet loss. The packet loss shall be measured on sample basis of 1000 PING of 64 bytes and will be measured over a period of 24hrs.
- In case of any scheduled unavailability for any link, the vendor shall intimate at least one day (1 day) in advance to GED about the schedule.
- Vendor must submit their escalation chart.
- All the TCP/IP ports should be opened at the time of installation.
- This Service level agreement would be valid for entire period of contract.

Response / Resolution Time

- Resolution Time - 4 Business Hours including response time

Method of contact to Engineer

Bidder is required to submit the support escalation matrix for L1, L2, and L3 support along with the bid. Bidder should mention contact no, e-mail id and name of concerned person in this matrix. The support team of the bidder will work with IT Helpdesk of user for ensuring complaint resolution for any breakdown in the Cable/other hardware as per SLA.

Reporting

The Bidder shall prepare a monthly Uptime Summary Report in the User prescribed format.

PAYMENT CRITERIA

1. The payment cycle will commence only after successful installation, commissioning and testing of communication links at committed bandwidth. Bidder will require to submit a user acceptance test report duly authorized by RECPDCL nodal officer as a proof for the locations mentioned in release order.
2. The payment will be released on **quarterly basis** after usage of Communication / Internet Links at committed bandwidth at each location.
3. Established SLA will be strictly monitored to assess the committed bandwidth and penalty will be imposed on not meeting the SLA.
4. The bidder is required to submit a copy of SLA compliance duly approved by RECPDCL nodal officer.
5. Testing of communication links after delivery will be completed within a week by RECPDCL nodal officer.
6. Primary links and secondary links will be treated separately.

SECTION-V

GENERAL CONDITIONS OF TENDER

Part – 1

1. The Bidder must fulfil the above eligibility criteria/pre-qualifying conditions for evaluation of their bids. Bids of Bidders fulfilling the above eligibility/pre-qualifying conditions will only be evaluated by the duly constituted evaluation committee. Bids of the Bidders not fulfilling the eligibility/pre-qualifying conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. RECPDCL reserves the right to 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-VI 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 be entitled for any kind of claim.
3. RECPDCL reserve the right to verify/confirm all original documentary evidence submitted by the Bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
4. 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/agencies in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
5. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agencies at its sole discretion.
6. 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 on any application to participate in the proposed project.
7. RECPDCL reserve the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to the Tender.
8. RECPDCL reserve the right to call for fresh tenders at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage.
9. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
10. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
11. Consortium and joint venture responses are not allowed, in any case.
12. The bidder should own high redundancy MPLS based network fiber backbone in redundant architecture in India. The network should offer redundancy at all levels.
13. The bidder should be capable of providing wired and wireless last mile connectivity.



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14. The bidder must have experience in providing network connectivity to large national or international commercial utility.
15. Service Providers should provide MPLS on their own network. In case SP is providing last mile through some other Service Provider, it will be the responsibility of the SP to provision and maintain the link.
16. The bidder should be in business of providing network service / MPLS service for at least 3 years as on the date of this tender.
17. The bidder should have own NOC, and should mention details [location and address] of Primary and Backup NOC.

Firm Detail – List of Locations in India

No.	Location Address	State	City	Contact Person	Contact Details
					Phone No: Email Id:

18. **Performance Security:** The agency need to deposit within Fifteen (15) days from the date of issuance of work order, a Performance Security in the form of Bank Guarantee or Demand Draft (DD) for an amount of 10% of the Yearly Recurring Charges valid for 15 months from the date of award of contract in the format placed at Annexure – B for the due performance and fulfilment of the contract by your firm. Bidder must ensure that the PBG for successive year should be submitted one month before expiry of the submitted PBG. If the validity is not extended before one month of expiry of the PBG, the RECPDCL will have the right to invoke the PBG.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “**REC Power Distribution Company Ltd**”, **New Delhi**.

The Performance Bank Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.

Failing to comply with the above requirement, or failure to enter into contract within 15 days or within such other extended period, as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by RECPDCL.

No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

19. Rates and Prices

- a Bidders should quote item-wise rates/prices including all taxes, duties as mentioned in Form-III.
- b All statutory duties and taxes (including excise and customs) Sales Tax and other charges will be payable by the Bidder.
- c Price quoted by Bidder shall be firm for contract period.



REC Power Distribution Company Limited

- d Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
- 20. In case of default in your services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other courier service providers at your "Risk & Cost".
- 21. All other terms and conditions of the GENERAL CONDITIONS OF CONTRACT as attached in Annexure shall be applicable.
- 22. Bidders are advised to refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender document shall be set out by the Bidders, Clause by Clause in the format as mentioned in Form IV and submit the same as a part of the Technical Bid. Please note that in case of deviations to the tender terms, bids may be liable for rejection.
- 23. In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including of the same on websites
- 24. **INTEGRITY PACT (Form-VIII):-**The bidders have to submit integrity pact as per prescribed format on a non-judicial stamp paper of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of "Integrity Pact".
- 25. In a tender either the Indian agent on behalf of the Principle /OEM or Principle / OEM itself can bid but both cannot bid simultaneously for the same item/product.
- 26. If an agent submits bid on behalf of the principal /OEM, the same agent shall not submit a bid on behalf of another principal /OEM in the same tender for the same item/product.
- 27. Successful bidder will sign the Tripartite Agreement as per DoT, GoI Licence Agreement for Provision of Unified Access Services, among RECPDCL & Goa Electricity Department (GED).



SECTION-VI

ELIGIBILITY CRITERIA

Pre-Qualifying Criteria for Bidder

1. The bidder shall be a private/public Company registered under Company Act 1956. Certificate of Incorporation and Registration needs to be submitted along with the bid.
2. The bidder shall have ISO 9001:2001 Certificate. Valid copy of ISO certificate required to be submitted in this regard. (Govt. sector/PSUs are exempted for providing any ISO certification)
3. The bidder should have minimum average turnover of ₹ 2 Crore for the last 3 consecutive FY (2013-14, 2014-15 2015-16). The certified audited copy of Balance sheet and Profit& Loss Statement to be submitted as proof.
4. The bidder must have successfully executed similar projects and provided network connectivity to large national or international commercial utility (meeting any of the below criteria) in the last 3 financial years (FY 2013-14, 2014-15, 2015-16 till last date of bid submission date). (*Proof: Necessary Purchase order/LOI/Contract along with completion certification on client letterhead/Performance certificate as proof of services provided needs to be submitted*).
 - a. One project covering supply, installation, commissioning and maintenance of VPN / MPLS / leased line circuit based WAN solution 32 locations.
or
 - b. Two projects each covering supply, installation, commissioning and maintenance of VPN / MPLS / leased line circuit based WAN solution at 20 locations.
or
 - c. Three projects each covering supply, installation, commissioning and maintenance of VPN / MPLS / leased line circuit based WAN solution at 16 locations.
5. The bidder shall have at least one service or support center within the Goa State or nearby state (Karnataka or Maharashtra) with sufficient infrastructure to provide support within SLA.



SECTION-VII

TENDER EVALUATION METHODOLOGY

OPENING OF BID:

The Bidder or his authorized representative may be present at the time of opening of bid on the specified date. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.

EVALUATION OF BID

PRE-QUALIFYING CRITERIA - Evaluation and comparison of bids will be done as per provisions of Pre-qualifying Criteria supporting documents as proof of pre-qualifying criteria at section – VI.

The RECPDCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order qualifying to which bids shall be summarily rejected.

PRICE EVALUATION CRITERIA

- 1.1 Bidders should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes, duties, levies, insurance, transportation etc., applicable excluding service tax for entire scope of work as per Price Schedule included to Form - III of this tender document.
- 1.2 Bids shall be evaluated on the basis of the total evaluated value as per the quoted rates for the services mentioned in Scope of Work. The total evaluated price as per the evaluation methodology mentioned as under at Form - III of this tender document and the other details mentioned therein will be the basis for the evaluation purposes and for arriving at inter-se ranking of the various Bidders of the tender.
- 1.3 Bid shall be evaluated as per the Performa of Schedule rate, i.e. Form-III, which shall be filled by the Bidder as a Financial Bid.

1.3 AWARD CRITERIA

The purchaser will award the contract to the successful Bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid for Form-III.



SECTION-VIII

FORM-I

Letter for Submission of Tender

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

Sub.: Engagement of bidder for implementation of Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department

Sir,

1. With reference to your Tender No. ----- dated ----- for **Providing Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department**, I wish to apply for engagement with RECPDCL as “**Providing Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department**”

Further, I hereby certify that

I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.

2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:
Place:

Signature.....
Full Name.....
Designation.....
Address.....

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



REC Power Distribution Company Limited

Form-II

**Engagement of bidder for implementation of Primary and Secondary MPLS
Connectivity Links at various Sub-Station at Goa Electricity Department**

PREQUALIFICATION CRITERIA DETAILS

1. THE FIRM

2. Name

Regd. Address _____

a) Address of Office

b) Contact Person's

i) Name & Design.

ii) Address

iii) Tel No. Landline

Mobile

iv) Email ID

3. Type of Firm:
(Please tick)

Private Ltd./ Public Ltd./ Cooperative/
Partnership/ Proprietor

4. PAN

5. Service Tax Reg. No.:

6. E.M.D. Details

Rs._

BG/DD No._

Name & Address of Bank

Please upload duly signed copies by authorized signatory of documentary evidence e.g. work order, corresponding satisfactory job completion certificates from clients with amount of work order in support of above and any other document indicated in prequalifying criteria)

Signature.....

Full Name.....

Designation.....

Address.....

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FORM-III									
Engagement of bidder for implementation of Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department									
Financial Bid (To be submitted through online mode only)									
PROFORMA OF SCHEDULE OF RATES									
Bidder Name:									
PART-I									
Bandwidth requirement at various locations/offices									
S.No	No. of physical locations	No. of offices per location	Total no. of offices	Primary Bandwidth required per location (In Mbps)	Unit Rate for Primary Bandwidth for column E for 1 year	All applicable Taxes for column E for 1 year	Recurring Charges for Primary Bandwidth for 1 year	Recurring Charges for Primary Bandwidth for 1 year with all applicable taxes	Recurring Charges for Primary Bandwidth for 3 years with all applicable taxes
A	B	C	D	E	F	G	H=F+G	I=HxB	J=I x 3
1	39	1	39	1.0					
Total value for Part-I									₹ 0.00

PART-II									
Bandwidth requirement at various locations/offices									
S.No	No. of physical locations	No. of offices per location	Total no. of offices	Secondary Bandwidth required per location (In Mbps)	Unit Rate for Primary Bandwidth for column E for 1 year	All applicable Taxes for column E for 1 year	Recurring Charges for Secondary Bandwidth for 1 year	Recurring Charges for Secondary Bandwidth for 1 year with all applicable taxes	Recurring Charges for Secondary Bandwidth for 3 years with all applicable taxes
A	B	C	D	E	F	G	H=F+G	I=HxB	J=I x 3
i	39	1	39	0.128					
Total value for Part-II									₹ 0.00

Bandwidth requirement at various locations/offices/DC/DR						
S.No	Activity	No. of Years	Unit price	Appl. Taxes	Unit price incl. taxes	Total Value incl. taxes
A	B	C	D	E	F=D+E	G=CxF
1	Recurring charges for Primary Bandwidth 1 mbps (Part-I)	3				
2	Recurring charges for Secondary Bandwidth 0.128 mbps (Part-II)	3				
3	Yearly recurring charges for MPLS Bandwidth at DC (Aggregated 40 % bandwidth of the total primary bandwidth required at all offices)	3				
4	Yearly recurring charges for MPLS Bandwidth at DR (Aggregated 40 % bandwidth of the total primary bandwidth required at all offices)	3				
					Total Value	₹ 0.00

- For physical locations having multiple offices, bidder to quote prices for the consolidated bandwidth.
- Bidder should quote prices inclusive of all required hardware installation and taxes.
- The price bid shall be opened only of those bidders who qualify in the technical bid.
- The price shall be submitted in same price bid format and price in other format shall be out rightly rejected.

FORM IV

FORMAT FOR NO-DEVIATION CERTIFICATE

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the RECPDCL's specifications:

S. No.	Clause No.	Details of deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Company:

Signature

Name

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



FORM-V

MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

ICB No.:

Invitation for Bid No.:

Alternative No.:

To,

The Nodal Officer (R-APDRP Part-A Project)

Govt. of Goa, Electricity Department

Panjim, Goa 403001

Sir,

WHEREAS M/s. [name of OEM], who are official manufacturers of having factories at [address of OEM] do hereby authorize M/s [name of bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

.....
and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the General Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s [name of OEM] shall provide standard warranty on the machines supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For

Authorized Signatory

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

FORM-VI**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



FORM-VII

LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....
.....
.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your NIT dated [Insert Date] for **Engagement of bidder for implementation of Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department**. 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 **Engagement of bidder for implementation of Primary and Secondary MPLS Connectivity Links at various Sub-Stations at Goa Electricity Department** & shall not be a competitor to RECPDCL within the **Goa Electricity Department** during contract period in case the contract is awarded.

Also, M/s _____ or its group companies is not executing or providing any type of 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:

FORM-VIII

(To be executed on non-judicial paper)

INTEGRITY PACT

Between

REC Power Distribution Company Limited (REC PDCL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "agency for carrying out interior work"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, agency/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, 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 himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

REC Power Distribution Company Limited

substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / agency.

- (1) The Bidder / agency commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder /agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / agency will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / agency will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / agency will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / agency will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Agency, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the agency has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the agency 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 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the agency can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consulting agency/Architect/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the agency can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the agency shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

Section 6 – Equal treatment of all agency

(1) The agency undertakes to demand from all sub-consulting agency a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all agency and Sub-consulting agency.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.



Section 7 – Punitive Action against violating agency /Sub-consulting agency/

If the Principal obtains knowledge of conduct of a agency or Sub-consulting agency, or of an employee or a representative or an associate of a agency, Sub-consulting agency\ which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The agency accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the agency. The agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Sub-consulting agency. The Monitor is under contractual obligation to treat the information and documents of the agency or Sub-consulting agency with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the agency. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non- binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the agency to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the agency 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. 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. Side agreements have not been made.

(3) If the Bidder/Consulting agency/Architect/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

.....

.....

For the Principal For the Bidder/Consulting agency/Architect/Supplier

Place

Witness1: (Signature/Name/Address)

Date

Witness2: (Signature/Name/Address)



ANNEXURE-A

BID BANK GUARANTEE (EARNEST MONEY)

(To be stamped in accordance with Stamp act)

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

WHEREAS RECPDCL has invited tender vide their Tender Notice No. _____

AND _____ Dated _____ to be opened on _____
WHEREAS _____ M/s _____

(**(Name of Tenderer)**)

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

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

AND WHEREAS, we _____
(**(Name of Bank)**) have at the request of the tenderer agree to give RECPDCL this as hereinafter contained.

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

We further agree as follows:-

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

reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

02. 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.
03. 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.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees only)

and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under 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.



ANNEXURE-B

PERFORMANCE BANK GUARANTEE

M/s. REC Power Distribution Company Ltd.
1016-23, 10th Floor, Devika Tower,
Nehru Place,
New Delhi
(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No. :

Date:

Amount:

Valid Date:

Bank Name & Address:

.....

In consideration of REC Power Distribution Company Ltd. having its office at 1016-1023, 10th floor, Devika Towers, Nehru Place, New Delhi (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning there of include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Work Order No. _____ dated _____ with/on as _____ (hereinafter referred to as "The service" 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 supply the materials as per terms and conditions given in the Agreement accepted to providing service as per terms and conditions given in the Agreement dated _____ /Work Order No. _____ dated _____ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the 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 favour for account of _____ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto 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

REC Power Distribution Company Limited



Agency having failed to perform the Agreement and despite any contestation on the part of above named Agency.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/Manger

Seal of Bank