



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/ANP/DDG/16-17/3740

Date: 23.02.2017

**Notice Inviting Tender**

(Bid Invited through e-Tendering mode only)

for

**Installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.**

**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**

4<sup>th</sup> Floor, KRIBHCO Bhawan,

A10, Sector-1, Noida (U.P.)-201301

Phone: +91-9999425270, +91-9891049762

Website: [www.recpdcl.in](http://www.recpdcl.in)

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

Important Dates	
Date of Release of tender	23.02.2017
Date of Pre-bid Meeting	01.03.2017 at 12:00 Hours
Last date of submission of Bid	10.03.2017 up to 16:00 Hours
Date of Opening of Technical Bids	10.03.2017 at 16:30 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](http://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**

#### **NAME OF ASSIGNMENT:**

**Installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.**

#### **IMPORTANT INFORMATION**

<b>S. No.</b>	<b>Event</b>	<b>Date/ Information</b>	
1	Date of Release of Tender	<b>23.02.2017</b>	
2	Last Date of Submission of Pre-Bid Queries	<b>01.03.2017 up to 11:30 Hours</b>	
3	Date of Pre-Bid Meeting	<b>01.03.2017 at 12:00 Hours</b>	
4	Venue for Pre-Bid Meeting	REC Power Distribution Company Limited, 4 <sup>th</sup> Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301 Phone: +91-9999425270, +91-9891049762 Email: co.delhi@recpdcl.in	
5	Last date of submission of Bid	<b>10.03.2017 up to 16:00 Hours</b>	
6	Date of Opening of Technical Bids	<b>10.03.2017 up to 16:30 Hours</b>	
7	Date of Opening of Financial Bids	<b>To be intimated later</b>	
8	Tender document	The tender document can be downloaded and viewed from any of the website: <a href="http://www.recpdcl.in">www.recpdcl.in</a> (or) <a href="http://www.recindia.nic.in">www.recindia.nic.in</a> (or) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (or) <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a> at free of cost.	
9	Earnest Money Deposit (EMD)	All participating bidders have to submit EMD in original as per Clause No. 2 under Section-VII 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 of Annexure-V.	
10	Address for Bid Submission	Shri S.C. Garg (Addl. CEO) REC Power Distribution Company Limited, 4 <sup>th</sup> Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301 Email: co.delhi@recpdcl.in	
11	Validity of Bid	180 days from the last bid submission	
12	Contact Person	Shri Ajay Kumar Chief Technical Officer RECPDCL Email: co.delhi@recpdcl.in	Shri Sunil Bisht Dy. Manager (Tech.) RECPDCL, Phone: +91-9891049762, +91-9999425270 Email: co.delhi@recpdcl.in

## **SECTION-II**

### **PREFACE& INTENT**

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.

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.

Solar Energy Corporation of India (SECI) has assigned work of Rural Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh to RECPDCL under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY). The work comprises of electrification of 12193 Nos. of Households and 986 Nos. of Public Places by providing 300Wp Solar Power Packs including 4184 Nos. of 40Wp Solar Street Lights.

RECPDCL, which expression shall also include its successors and permitted assigns, hereby invites Bids from the agencies which are technically and professionally qualified, experienced and capable of supplying Solar Power Packs in large quantum 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 as per the requirements of RECPDCL.

## **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](http://www.recpdcl.in) (or) e-tender website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) (or) REC website [www.recindia.nic.in](http://www.recindia.nic.in) (or) Central Public Procurement Portal [www.eprocure.gov.in](http://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](http://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 RECPDCL 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](http://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) **Letter for Transmittal** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-III**.
- 4) **Financial Eligibility Criteria as per Section-IV** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-IV**.
- 5) **Earnest Money Deposit (EMD)** as per Clause No. 2 under Section-VII 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-V**. 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) or any other body as specified by Ministry of MSME. However, relevant valid document/ Certificate from NSIC or any other body as specified by Ministry of MSME, Govt. of India is required to be submitted without which bidders are not entitled for exemption.
- 6) **Power of Attorney** has to be submitted issued by the Bidding Company in favour of the authorized person signing the Bid as per format of **Annexure-VII**. Scanned copy of Power of Attorney has to be uploaded and **original has to be submitted before last date & time of submission of bid**.
- 7) **Undertaking towards not being black-listed** has to be submitted duly signed and stamped as per format of **Annexure-VIII**.
- 8) **Consortium Agreement** has to be submitted duly signed and stamped as per format of **Annexure-IX**. Scanned copy of Consortium Agreement has to be uploaded and **original has to be submitted before last date & time of submission of bid**.
- 9) **Acceptance form for participation in reverse auction event** has to be submitted duly signed and stamped as per format of **Annexure-X**.
- 10) **Integrity Pact** has to be submitted duly signed and stamped as per format of **Annexure-XI (two copies on Rs. 100/- non-judicial stamp paper)**. Scanned copies of integrity pact has to be uploaded and **original has to be submitted before last date & time of submission of bid**.
- 11) **Technical Bid** has to be submitted **through online** mode as per format of **Annexure-XII** by specifying Make, Model and specifications of all bill of items that will be used in the project.
- 12) **Financial Bid** has to be submitted **through online** mode as per format of **Annexure-XIII**.
- 13) **Complete set of this tender document** duly signed and stamped on each page has to be submitted as token of acceptance of its contents. For JV/ Consortium parties, both the parties have to sign and stamp.

**Note:** All the documents which are to be submitted in original, shall be kept in an envelope with subject mentioning "Bid Documents for installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc." on the top of envelope and addressing to:

**Addl. Chief Executive Officer,  
REC Power Distribution Company Ltd.,  
4<sup>th</sup> Floor, KRIBHCO Bhawan,  
A10, Sector-1, Noida (U.P.)-201301**

- 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**

Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium of two companies with one of the members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a technically qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.

In case of a Bidding Consortium, both the members should meet the eligibility criteria in following manner:

1. **Financial Eligibility Criteria (Annual Turnover as per S. No. 2):** This criteria (100%) should be jointly met by Lead Bidder and Consortium Partner.
2. **Technical & financial Eligibility Criteria (Technical Experience as per S. No. 3):** This criteria (100%) should be met jointly by Lead Bidder and Consortium Partner:

S. No.	Minimum Qualification Criteria	Documents Required
1	<p>Bidders can be a company incorporated under Companies Act, 1956 or 2013 including any amendment thereto or a Proprietorship Firm registered with competent authorities.</p> <p>In case, bidder is a Consortium / Joint Venture Firm of two companies/firms, both members of the Consortium/JV should be either registered company in India under Companies Act, 1956 or 2013 including any amendment thereto or Proprietorship Firms registered with competent authorities or a combination of both.</p>	<p>Certificate of Incorporation issued under Indian Companies Act 1956 or 2013 from Registrar of Companies to be submitted and/or firm registration certificate.</p> <p>In addition to above, copy of PAN and applicable VAT/ Service Tax Certificate should also be submitted.</p>
<b>Financial Eligibility Criteria</b>		
2	<p>Bidder's average annual turnover for last three financial years (FY 2015-16, 2014-15, 2013-14) should be at least Rs. 10.0 Crores.</p>	<p>Audited balance sheet of last three FY 2015-16, 2014-15, 2013-14 is to be submitted along with CA certificate as per Annexure-IV.</p>
<b>Technical Eligibility Criteria</b>		
3	<p>Bidder should have successfully executed similar solar power projects (Grid Connected/ Off-grid/ Mini-grid) or power sector projects (Generation/ Transmission/ Distribution) of value a below:</p> <p><b>For Single Bidder:</b> One Work Order of 12.0 Crores OR Two Work Orders of 7.0 Crores OR Three Work Orders of 6.0 Crores</p> <p><b>For Consortium/JV:</b> Two Work Orders of 7.0 Crores OR Three Work Orders of 6.0 Crores</p>	<p>Bidder should submit copy of Work order (mandatory) along with any other document from the list below:</p> <ol style="list-style-type: none"><li>1. Proof of receipt of complete payment towards work order.</li><li>2. Proof of release of performance bank guarantee against the aid work order.</li><li>3. Work completion certificate from the client.</li></ol>

General Eligibility Criteria		
4	Bidder (Both members in case of Consortium/JV) should not be black-listed by any Central/State Govt. organization, PSU etc.	Bidder should submit an undertaking in this regard as per format of Annexure-VIII.



## **SECTION-V**

### **DETAILED SCOPE OF WORK & CONDITIONS OF CONTRACT**

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

- a. Design, engineering, manufacture, testing, storage, supply including transportation up to site, insurance and installation of MS Galvanized/Aluminium Anodized Pole with civil work including 05 (five) years' comprehensive guarantee to electrify 895 number of off-grid villages with 13179 numbers of Solar Power Packs, 300 Wp each for every un-electrified household in these villages and 4184 Nos. of Street Lights in Arunachal Pradesh (the number of villages and households/public places may vary at the time of execution).
- b. To do survey at the actual site location and carry out detailed design configuration of the solar Home & street lighting systems at the identified household/sites, develop layout drawings for actual execution of the Work. Detailed layout along with drawings etc. shall be submitted by the contractor to the employer.

**Specifications of poles:**

- i. **Poles for home lights:** 3" diameter 40 NB - Class B - MS Galvanized/Aluminum Anodized – 2.5 Mtr. Height above Ground Level). Minimum depth of Pole below Ground Level should be 500 mm. Foundation for pole should be PCC with 1:2:4 ratio (M16 or M20 Concrete). The minimum height of foundation should be 450mm.
- ii. **Poles for street lights:** 3" diameter 40 NB - Class B - MS Galvanized/Aluminum Anodized – 5.0 Mtr. Height above Ground Level). Minimum depth of Pole below Ground Level should be 1000 mm. Foundation for pole should be PCC with 1:2:4 ratio (M16 or M20 Concrete). The minimum height of foundation should be 450mm.
- c. The poles should withstand the severe weather conditions in Arunachal Pradesh and should take load of the SPV module on top and in case of the street light a metallic box to be provided with IP 66 protection for securing battery on the pole.
- d. Collection of solar home lighting & street lighting systems from the designated Central Store(s) maintained by the supplier in Arunachal Pradesh, transportation up to site, insurance and installation with civil work including 05 (five) years' comprehensive maintenance to electrify 895 number of off-grid villages with 13179 numbers of Solar Power Packs, 300 Wp each for every un-electrified household in these villages and 4184 Nos. of Street Lights in Arunachal Pradesh (the number of villages and households/public places may vary at the time of execution).
- e. Supply of 6W W-LED bulbs with min. 30 lux light output (5 Nos. for each household), 24V-20W BLDC pedestal fans (1 No. for each household) and flex board (1 ft X 1 ft, 1 No. for each household and street light separately) including transportation up to site and installation in 13179 Nos. of un-electrified Households in 895 Nos. of villages in Arunachal Pradesh including 05 (five) years' comprehensive guarantee (the number of villages and households/public places may vary at the time of execution).
- f. Complete wiring along with accessories required for successful installation & commissioning of solar home lighting & street lighting systems will be responsibility of the bidder i.e. supply and installation of following items:
  - 5 Nos Lamp Holder
  - 1 No. three pin socket + 6 Nos. On/Off switches on switchboard

- Cable 2C, 4 mm approx. 20 mtr each lot
  - Cable 2C, 1.5 mm approx. 20 mtr each lot
  - All required Thimbles, ferrule, lugs, PVC Conduit pipe, Cable Ties etc.
  - Any other item as per requirement of work.
- g. Fabrication, supply including transportation up to site, erection with civil work of (6 ft X 4 ft, MS Sheet and Structure) DDUGJY Sign Board.
- h. Establishment of Service Centres ensuring within 30 KM reach of Each Village and toll free Call number.

**OTHER CONDITIONS:**

- a. The system should be properly installed at each of the household of the beneficiaries in different villages. The SPV module mounting structure along with suitable mounting legs should be properly grouted depending upon the location and requirement of the site. The grouting should be such that it should withstand the maximum wind speed /storm prevailing in the area. The frame should be fixed with nuts and bolts. Appropriately sized cables should be used to keep electrical losses to a bare minimum. All the cable lengths/wiring required for successful integration and installation of solar home lighting system shall be in the scope of the bidder and cable & wiring should be in a proper conduit or capping case. Wire should not be hanging loose. Any minor items which are not specifically included in the scope of supply but required for proper installation and efficient operation of the SPV systems, is to be provided by the manufacturer as per standards. Wiring should be joint-less and switches should be of appropriate value and suitable for DC operation.
- b. The contractor / bidder will have service center(s) established ensuring within 30 KM reach of Each Village and keep a technician and necessary spare parts readily available (also collection of those spares to be supplied by the appointed supplier by RECPDCL from their Service Center) so that the beneficiaries can get their system rectified/ repaired when fault occurs. The technician(s) of the contractor (the contact details and mobile number will be provided to such beneficiaries) will go to the villages from time to time and check the systems in a routine way. A toll free number for addressing consumer grievances or request for repair/ maintenance shall also be established within one month of installation of the system and this will be widely circulated to beneficiaries, local panchayat, district authorities and RECPDCL.
- c. Agency will create necessary infrastructure/office in Arunachal Pradesh to execute the work in timely and efficient manner.

**Work involves the following major activities:**

1. The Bidder has to collect solar home lighting & street lighting systems from the designated Central Store(s) (tentatively at 8 locations per table below) maintained by the supplier in Arunachal Pradesh so as to complete the job within time. The Bidder will submit tentative work plan for commissioning along with Technical Bid in compliance to Clause No. B (1) in this section and the same requires to be approved by RECPDCL for qualifying in the Bid. In case completion of commissioning of material by Executing Agency is delayed beyond sanctioned work period in Clause No. B (1) in this section subject to timely completion of delivery of solar home lighting & street lighting systems by the supplier appointed by RECPDCL, then the bidder will have to pay additional cost i.e. monthly rent etc. mutually agreed between Bidder and appointed supplier by RECPDCL to maintain the store for any such extended period to such supplier. The Bidder will maintain record of receipt of Material from Central Store and installation at site and will submit monthly/Fortnightly report of the same to RECPDCL as desired. The Bidder will also insure materials from receipt of material from Central Store(s) till commissioning at site.

S. No.	Name Of Clusters	Store Location	No. Of Village	Total HHs	Public Places
1	East Kameng	East Kameng	107	2072	151
2	Kurung Kumey	Kurung Kumey	304	4970	439
3	Lower Subansiri	Lower Subansiri	176	1177	88
3A	Papum Pare		41	299	6
4	Upper Subansiri	Upper Subansiri	95	1369	135
5	West Siang	West Siang	35	514	51
5A	East Siang		4	40	3
5B	Upper Siang		7	126	11
6	Changlang	Changlang	16	748	37
6A	lohit		2	31	2
6B	Anjaw		21	170	22
7	Lower Dibang valley	Lower Dibang valley	46	344	21
7B	Dibang valley		26	131	7
8	West Kameng	West Kameng	5	130	6
8A	Tawang		10	72	7

- List of spares required for comprehensive 5 years' guarantee will be required to be submitted along with the Bid and the same requires to be approved by RECPDCL for qualifying in the Bid.
- Bill of material shall be submitted along with Technical Bid.
- All supplied items and spares should comply Technical Specifications as mentioned in Section-VI.
- The Bidder has to take all permits, approvals and licenses, insurance etc., provide training to RECPDCL/Executing Agencies appointed by RECPDCL.

6. Supplier will provide proper training (General/ Technical/ Safety) to Bidder's nominated persons for daily operation, cleaning, monitoring and maintenance of system. Supplier will provide maintenance schedule of the system to the bidder.
7. Any other works though not specifically mentioned but are required to finish the project 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.

**B. Conditions of Contract:**

**1. Sanctioned Period:**

- I. Total sanctioned period for complete design, engineering, manufacture, testing, supply including transportation up to Central Locations, insurance, unloading of material is **2 (Two) Month** from the date of Allocation Letter/Work Order which can be extended subject to approval of RECPDCL.
- II. The Bidder will submit execution plan suitably along with Technical Proposal in compliance with point 1. This will be approved by RECPDCL before issuance of Allocation Letter/Work Order.

However, RECPDCL reserves right to modify above schedule on case to case basis as per requirement of the project at its sole discretion.

**2. Insurance:**

- I. The bidder shall be responsible and take an Insurance Policy for transit for all the materials to cover all risks and liabilities for supply of materials on site basis, unloading and storage thereafter.
- II. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.
- III. The bidder may 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.

- 3. Type & Quality of Materials and Workmanship:** The design, engineering, manufacture, supply, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the **Section-VI** (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used. The specifications of the components should meet the technical specifications mentioned in **Section-VI**. Any supplies which have not been specifically mentioned in this contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the system.

- 4. Comprehensive Guarantee:** The bidder shall be responsible for all required activities for Comprehensive Guarantee & Maintenance of the System for 5 years after commissioning, whichever is earlier. During this period, the bidder shall be responsible to collect all spare parts as required from

time to time for replacement of defective PV Module, Battery, Inverter, Charge Controller, LED Lamp for Street Light etc. The contractor/ bidder shall replace defective material promptly with 7 days from the date of complaint. In case the same is not replaced within such time, RECPDCL or Agency appointed by RECPDCL shall have full liberty to restore the system in working condition. The expenditure so incurred shall be deducted from the Bidder's pending claims, security/ performance guarantee deposit or in other lawful manner by RECPDCL.

- 7. Coordination & Report:** Bidder shall inform the name, address, contact number of the Nodal Officer(s), assigned by the agency to execute the project, who will report about their fortnightly/ monthly progress & performance of the assignment. In case, absence of any information is adversely affecting the progress of work, the issue could be escalated to Addl. CEO, RECPDCL. Bidder shall submit the progress report fortnightly/monthly to RECPDCL in Prescribed Performa as desired. RECPDCL will have the right to depute its representatives to ascertain the progress of contract at the premises of works of the bidder or at site.

In addition to this, bidder should also provide contact details and email id of Management & key Officials of the company.

**8. Inspection & Testing:**

- The RECPDCL or its representative shall have the right to inspect and/or to test the products to confirm their conformity to the Contract specifications at no extra cost to the RECPDCL. RECPDCL at its own discretion shall specify what inspections and tests the RECPDCL requires and where they are to be conducted. RECPDCL shall notify the Bidder in writing in a timely manner of the schedule of such inspection.
- The inspections and tests may be conducted on the premises of the Bidder or its sub-supplier(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Bidder or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no cost to the RECPDCL.
- Pre dispatch inspection shall be carried out on sampling basis (10%) by authorized representative of RECPDCL.
- Should any inspected or tested Goods fail to conform to the specifications, the RECPDCL may reject the goods and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the RECPDCL.
- The RECPDCL's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the RECPDCL or its representative prior to the Goods shipment.
- Nothing in this shall in any way release the Bidder from any warranty/guarantee or other obligations under this Contract.

**Note: Scope & nature of work is indicative only; however, RECPDCL reserves the right to add/delete items, relocate project area in scope/nature of work for smooth execution and completion of the project.**

## **SECTION-VI**

### **TECHNICAL SPECIFICATIONS**

#### **1. POLES:**

- a. **Poles for home lights** - 3" diameter 40 NB - Class B - MS Galvanized/Aluminum Anodized – 2.5 Mtr. Height above Ground Level). Minimum depth of Pole below Ground Level should be 500 mm. Foundation for pole should be PCC with 1:2:4 ratio (M20 Concrete). The minimum height of foundation should be 450mm.
- b. **Poles for street lights** – 3" diameter 40 NB - Class B - MS Galvanized/Aluminum Anodized – 5.0 Mtr. Height above Ground Level). Minimum depth of Pole below Ground Level should be 1000 mm. Foundation for pole should be PCC with 1:2:4 ratio (M20 Concrete). The minimum height of foundation should be 450mm.
- c. A distinctive serial number starting with NSM will be engraved on poles.
- d. Mounting frame on the pole with proper fixing such that it should not be get damaged due to sever harsh weather effect & nut bolts shall be such that it should take the winds loading and ice loading. The mounting fixture shall be provided with adequate safety factor as per harsh weather in Arunachal Pradesh.

#### **2. Home Lighting Material:**

- a. 1 No. 24 V DC ,20 Watt BLDC Pedestal Fan
- b. 5 Nos. of White Light Emitting Diode (W-LED) Luminaire (max. 6.0 Watts each). Light Output should be Minimum 30 Lux
- c. 5 Nos Lamp Holder
- d. 1 Nos three pin socket + 6 Nos On/Off switches on switchboard
- e. Cable 2C, 4 mm approx. 20 mtr each lot
- f. Cable 2C, 1.5 mm approx. 20 mtr each lot
- g. All required Thimbles, ferrule, lugs, PVC Conduit pipe, Cable Ties

#### **3. Sign board:**

- a. Supply and Installation of 1 Ft X 1 FT sign Board for Identification each Solar Home Lighting and Street Lighting System separately.
- b. Fabrication, Supply, Transport & Erection (6ft X 4 ft , MS Sheet and Structure, including Civil Works) of DDUGJY Sign Board. The name of village should be included on the sign board.

##### **Specification of DDUGJY Sign Board:**

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

The boards are to be installed at prominent locations like public building, school, health center, Panchayat Bhawan etc. A photograph depicting installation of board shall be submitted to the Project Manager while submission of claim for the completed village. The list of village wise

photographs, in soft copy shall be maintained by the contractor and shall be submitted for review at the time of block wise reconciliation of works and associated payments.

**4. MECHANICAL COMPONENTS:**

- a. Corrosion-resistant frame structure (hot dipped galvanized/anodized aluminum) should be provided to hold the SPV module.
- b. The frame structure should have provision to adjust its angle of inclination to the horizontal, so that it can be installed at the specified tilt angle.
- c. Light source should be either for wall mounted or ceiling mounted or can be hung from the ceiling in a stable manner, as per site requirements.
- d. A vented plastic/ wooden/ metallic box with acid proof corrosion resistant paint for housing the storage battery indoors should be provided.
- e. The street light pole to be provided with PV fixing arrangement on the top and a cabinet for battery and inverter cum charger unit. The casing shall be with provision of pad locking arrangement.

**5. ACCESSORIES:**

- a. The poles should withstand the severe weather conditions in Arunachal Pradesh and should take load of the solar PV on top and in case of the street light a metallic box to be provided with IP 66 protection for securing the inverter and battery on the pole securely.

**6. CIVIL WORK:**

- b. Pole should be properly concreted with M16 or M20 grade.
- c. Pole foundation to be laid with minimum 0.5 meter inside the ground.

## **SECTION-VII**

### **COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS**

#### **1. PRICE:**

- 1.1** Price should be quoted as per format of Annexure-XIII which must be inclusive of all costs involved in the project including comprehensive maintenance for 5 years after commissioning, whichever is earlier including all taxes and duties of Central & State Governments, insurance etc.
- 1.2** 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.
- 1.3** All taxes as per Income Tax & Service Tax rules of Government of India and Government of Arunachal Pradesh will be payable by the Bidder.
- 1.4** TDS /WCT/Labour cess will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of Arunachal Pradesh as the case may be.
- 1.5** Price quoted by the bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of Comprehensive 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.
- 1.6** The offer must be kept valid for a period of 180 days from the last date of bid submission. No escalation clause would be accepted. The validity can be further extended with mutual consent.
- 1.7** Bids with non-conformity to above will be considered as non-responsive.

#### **2. EARNEST MONEY DEPOSIT (EMD):**

- 2.1** The Bidder shall furnish Earnest Money Deposit of Rs. 5,90,000/- (Rupees Five Lakh Ninety Thousand Only) in the form of Demand Draft/ Bank Guarantee (BG) from a scheduled bank (as per Annexure-V) 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 Allocation Letter issued by RECPDCL and submission of required PBG within 15 days from the date of such acceptance.
- 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) or any other body specified by Ministry of MSME. However, relevant valid document / Certificate from NSIC or any other body specified by Ministry of MSME need to be submitted without which bidders are not entitled for any kind of exemption.



**2.8** EMD 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 the Allocation Letter/Work Order issued by RECPDCL within 7 days from the date of such Allocation Letter/Work Order.
- c. Hundred percent (100%) of EMD amount, if the Successful Bidder fails to furnish PBG as specified in the tender document.

**3. PERFORMANCE BANK GUARANTEE (PBG):** 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. If the Successful Bidder is not able to supply of materials to the satisfaction of RECPDCL within sanctioned period, PBG amount submitted shall be forfeited.
- b. If the supplier does not fulfill its obligations as mentioned Section-V, Clause No. A (5) & A (6), PBG amount shall be forfeited.

**4. DELIVERY:** The materials must be delivered timely to the designated Store Location so as to complete the work within sanctioned period. RECPDCL will not issue Form-C during procurement of solar equipment/ Items/ Components.

**5. PERMIT:** The Bidder will arrange for all necessary Permits to supply material as per Tender specified locations.

**6. QUANTITY:** The quantity mentioned in the tender might either increase or decrease according to the requirement.

**7. TAX EXEMPTIONS:** Bidder shall claim any kind of tax exemption on its own.

**8. LIQUIDATED DAMAGES:** For the delay in supply of materials, the liquidity damage @ 1% of the contract value per week or part thereof subject to the maximum of 10% of the contract value shall be deducted from the bill of the contractor.

**9. SPLIT OF WORKS:** In view of targeted capacity and limited time available for completion of the task, RECPDCL reserves the right to increase / decrease / split of the work to agencies at the sole discretion of the RECPDCL. Suitable amendment / communication shall be issued in the event of variations in quantities.

## 10. PAYMENT TERMS:

Sr. No	Milestone	Details of milestone	%
A	<b>Resource Mobilization</b>	Mobilization of resources along with submission of Performance Bank Guarantee of 10% of entire contract value as per Annexure-VI with a validity period of 05 (five) years from the date of final commissioning, on the submission of documents i.e. cadre wise list of manpower deployed and Certified copy of Insurance policy/Insurance Certificate etc.	10%
B	<b>Successful erection, testing and commissioning of materials at Site</b>	Against successful erection, testing and commissioning of materials at site and upon submission of Additional Performance Bank Guarantee of 10% of entire contract value as per Annexure-VI with a validity period of 05 (five) years from the date of final commissioning. The bidder can claim proportionate amount through invoice on submission of completion evidences of minimum 5 villages defined in scope of work mentioned in NIT. The successful bidder need to submit the installation certificate duly certified by the authorized representative of the Employer and owner of the respective house along with a self attested xerox copy of KYC document (Aadhaar Card/Voter ID Card/PAN Card/Driving License/Ration Card/ID card issued by state or central Govt. authority).	70%
C	<b>06 months from the date of final commissioning.</b>	Shall be paid after 06 months from the date of final commissioning.	20%
D	<b>Comprehensive maintenance as defined in tender document/SECTION-H of Price Bid</b>	Shall be paid every quarter from the date of final commissioning. The original CPBG amounting 10% of entire contract value and additional CPBG amounting 10% of entire contract value (Total CPBG amounting 20% of the entire contract value) shall be released @ 4% upon successful completion of each year of O & M up to third year of O&M. The balance CPBG (amounting 8%) shall be released upon successful completion of 5th year of O & M period. Necessary extension of all the CPBG shall be done by the successful bidder at its own expenses, if required.	1/20

**11. 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”). RECPDCL 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.

**12. SUCCESSIONS & 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.

## 13. DISPUTE:

**13.1** Disputes under the agreement shall be settled by mutual discussion.

**13.2** However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL.

- 13.3** The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 13.4** The venue of the arbitration shall be New Delhi, India.
- 13.5** The fee & other charges of Arbitrator shall be shared equally between the parties.
- 13.6** The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.

## **SECTION-VIII**

### **BID EVALUATION METHODOLOGY & ALLOCATION OF QUANTITY**

#### **1. OPENING AND EVALUATION OF TECHNICAL BID:**

**Opening of technical bids will be through online mode only.**

- a. Bidders have to submit documents as per Section-III, Clause-C (Submission of Bid Documents).
- b. 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.
- c. 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.
- d. 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.
- e. RECPDCL will scrutinize the technical bid documents submitted by the bidders and shortlist the bidders who qualify based on eligibility criteria, terms and conditions, technical specifications of this tender document.

#### **2. OPENING AND EVALUATION OF FINANCIAL BID:**

**Opening of financial bids will be through online mode only.**

- a. 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.
- b. 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.
- c. If due date of receipt of Financial Bids/ opening of Financial Bids happens to be a closed holiday, the bids would be received and opened on the next working day.
- d. REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Financial Bids or to withdraw the Financial Bid notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- e. Financial Bids shall be evaluated on the basis of total price inclusive of all taxes and duties quoted as per Annexure-XIII.
- f. RECPDCL may or may not conduct reverse auction.

#### **3. ALLOCATION OF QUANTITY:**

- a. Based on total price quoted by the bidders, RECPDCL shall arrange the bids in the ascending order i.e. L1, L2, L3, \_ \_ \_ (L1 being the lowest quote).
- b. 50% of the tentative quantity will be allocated to the L1 successful bidder.
- c. For further allocation, (after allocating the quantity to the L1 bidder) based on total price quoted by the bidders, RECPDCL shall arrange the bids in the ascending order i.e. L2, L3, L4 \_ \_ \_ \_ and so on (L2 being the second lowest quote and so on) and allocate 30% of the tentative quantity to L2 bidder and 20% of the tentative quantity to L3 bidder subject to matching the L1 rate.
- d. However, RECPDCL reserves right to select no. of successful bidders at its sole discretion as per requirement of the project.

- e. All the qualified bidders except the L1 bidder will be given 3 days from the date of identification of L1 Bidder to give their consent to execute the work at L1 rate, failing which it will be assumed that they are not interested to match L1 rate and their proposal will be rejected. RECPDCL as its sole discretion may increase the timeline as indicated above.
- f. If certain quantity remains unallocated, RECPDCL may re-distribute such quantity among the successful bidders (to whom quantity is already allocated) in orderly manner at its sole discretion.
- g. RECPDCL at its sole discretion may also allocate more than 50% of the tentative quantity to L1 successful bidder with due consent of such bidder.
- h. If the successful bidder(s), to whom Allocation Letter/Work Order has been issued does not fulfil any of the conditions specified in bid document or demonstrating unsatisfactory progress/work, the RECPDCL reserves the right to annul/cancel the award of Allocation Letter/Work Order of such successful bidder and allocate such quantity to other performing bidders in orderly manner.

## **SECTION-IX**

### **GENERAL CONDITIONS OF BID**

1. Each bidder should submit **ONLY SINGLE** bid.
2. 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.
3. RECPDCL reserves the right to accept or reject any or all Bid requests without assigning any reason.
4. 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 bids 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 right at its discretion to delist empaneled agencies, who does not participate four times in the financial bid invitation called later on.
10. RECPDCL reserves the right to conduct reverse auction.
11. Bidder has to submit test certificates/reports as specified in technical specifications from IECQ / NABL accredited laboratory for relevant IEC / Equivalent BIS Standard or MNRE approved test centers as applicable.
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 this 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. No price escalation is applicable on account of any statutory payments increase or fresh imposition of custom duty, excise duty, sales tax or duty leviable in respect of the major components in the said acceptance of the tender.
16. EMDs received late due to any reason including postal delay will not be considered.
17. Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
18. Bids must be submitted in English language only.
19. Incomplete, telegraphic or conditional tenders are not accepted.
20. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid.
21. The last date of receipt of bids from agencies is 10.03.2017 at 16:00 Hrs. Original, Sealed EMD 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.

22. 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.
23. The technical bid shall be opened on 10.03.2017 at 16:30 Hrs in RECPDCL office, New Delhi in the presence of such Bidders /their representatives, who desire to be present at the time of opening.
24. The Bid 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.
25. Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECPDCL.
26. Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.
27. Bidders are not allowed to advertise/ publicize SPV systems installed through this tender without prior approval from RECPDCL.
28. Bidders should take cognizance of geography, terrain, all site conditions, factors etc. or may visit the site(s) at their discretion/will, if they desire so before quoting the rate. However, in any case, it will be assumed that bidder has understood all site conditions, factors etc. for this work before submission of bid.

#### **General Conditions for Consortium/Joint Venture Firms:**

1. Member of any Consortium/Joint Venture Firm shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture Firm in this tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder. Number of members in a Consortium/ Joint Venture Firm shall not be more than **TWO**.
2. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Consortium/Joint Venture Firm. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.
3. A copy of Memorandum of Understanding (MOU) executed between the members of Consortium/JV shall be submitted along with the tender. The complete details of the members of the Consortium/ Joint Venture Firm, their share and responsibility in the Consortium/JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
4. Once the bid is submitted, the MOU shall not be modified / altered/ terminated during the complete period of contract i.e. supply of material and comprehensive guarantee period. In case, the tenderer fails to observe/comply with this stipulation, RECPDCL reserves right to forfeit Security Deposit/ Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG) as applicable.
5. A duly notarized agreement of Consortium/Joint Venture Firm shall be executed between the 'Lead Member' and Consortium/JV Partner as per prescribed format given in **Annexure-IX**. This Agreement should be submitted in original with the bid.
6. **Authorized Member of Consortium/Joint Venture Firm:** 'Lead Member' shall be authorized on behalf of Consortium/Joint Venture Firm to deal with the tender/RECPDCL, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Consortium/Joint Venture Firm.

7. Required EMD shall be submitted either by the 'Lead Member' or by the 'Joint Venture/Consortium Firm' itself. EMD submitted by Consortium Partner shall not be considered.
8. Duration of MOU and Consortium/JV Agreement shall be valid during the entire period of contract i.e. supply of material and comprehensive guarantee period. and any extension thereafter /currency of the contract including the period of extension, if any
9. Any change in constitution of Consortium/Joint Venture Firm shall not be allowed.
10. A single security deposit against empanelment period shall be submitted by the Consortium/ Joint Venture Firm as per tender conditions, on receiving intimation for empanelment with RECPDCL. All the Guarantees like Earnest Money Deposit, Security Deposit, Performance Guarantee etc. shall be accepted either only in the name of 'Lead Member' or in the name of 'Joint Venture/Consortium Firm' and no splitting of guarantees among the members of Consortium/JV shall be permitted.
11. Members of the Consortium/Joint Venture Firm shall be jointly and severally liable to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/JV members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.
12. **Governing Laws for Consortium/ Joint Venture Firm:** The Consortium/JV Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.



**LETTER FOR SUBMISSION OF BID**  
*(To be submitted on Company's letterhead duly signed)*

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

Sub.: Engagement of Service Agency

Dear Sir,

We wish to submit bid against RECPDCL's NIT No: RECPDCL/ANP/DDG/16-17/\_\_\_\_\_dated: 23.02.2017 for "Installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc." 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 Bid 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:**  
**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.

**BIDDER'S GENERAL DETAILS**

*(To be submitted on Company's letterhead duly signed, In case of Consortium/JV, details of both Lead Member & Consortium Partner to be furnished)*

**NIT No: RECPDCL/ANP/DDG/16-17/3740 Dated 23.02.2017**

**Installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.**

**GENERALDETAILS**

1. Name of Company: \_\_\_\_\_
2. Year of Incorporation: \_\_\_\_\_
3. Name of Authorized Person: \_\_\_\_\_
4. Regd. Address:
  - a) Address of Office: \_\_\_\_\_  
\_\_\_\_\_
  - b) Contact Person's
    - i. Name & Designation: \_\_\_\_\_
    - ii. Address: \_\_\_\_\_  
\_\_\_\_\_
    - iii. Tel. No. (Landline& Mobile): \_\_\_\_\_
    - iv. Email ID : \_\_\_\_\_
5. Type of Firm (Please tick): Private Ltd./ Public Ltd./ LLP/ Joint Venture Company
6. Permanent Account Number: \_\_\_\_\_
7. Service Tax Reg. Certificate No.: \_\_\_\_\_
8. EMD Details: Rs. \_\_\_\_\_

DD/BG No. \_\_\_\_\_

Name & Address of Bank: \_\_\_\_\_  
\_\_\_\_\_

Signature.....

Full Name.....

Designation.....

Address.....

**LETTER OF TRANSMITTAL**

To,

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

Dear Sir,

I/We, the undersigned, have examined the details given in your Tender No. RECPDCL/ANP/DDG/16-17/\_\_\_\_\_ dated: 23.02.2017 for installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc. We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s \_\_\_\_\_ or its group companies have not been awarded any work for & shall not be a competitor to REC during contract period in case the contract is awarded.

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FINANCIAL ELIGIBILITY CRITERIA AS PER SECTION-IV***(In case of Consortium/ JV, annual turnover and Net Worth of both the members to be furnished)*

To,

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

Dear Sir,

We wish to submit bid against RECPDCL's NIT No: RECPDCL/ANP/DDG/16-17/\_\_\_\_ dated: 23.02.2017 for "installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc." for which details of our financial parameters as per eligibility criteria requirements mentioned in Section-IV are as follows:

**1. Annual Turnover:**

Name of Bidding Company	Financial Year	Annual turnover as per audited balance sheets	Average annual turnover in last three financial years as per audited balance sheets
	FY 2013-14		
	FY 2014-15		
	FY 2015-16		

(Signature &amp; seal of Authorized Signatory)

Name:

Designation:

Date:

Place:

(Signature &amp; seal of Chartered Accountant)

Name:

Date:

Place:

Membership No.

**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") 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  
1016-1023, 10<sup>th</sup> Floor, Devika Tower, Nehru Place, New Delhi -110019 (hereinafter called "RECPDCL") which  
 expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No: .....  
 ..... Dated ..... to be opened on .....  
 AND WHEREAS M/s .....  
 ..... **(Name of Tenderer)** having its office at .....  
 ..... (hereinafter called the "Tenderer"), has/have  
 in response to aforesaid tender notice offered to supply/ do the job of installation of 13179 Nos. of 300Wp  
 Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive  
 Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal  
 Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards &  
 other material etc. as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹ ..... /-  
 (Rupees..... only) as Earnest Money for participation in the Tender  
 aforesaid.

AND WHEREAS, we .....  
 ..... **(Name of Bank)** have at the request of the tender 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 Tender may subsequently agree and if the  
 Tender 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 ₹ ..... /-(Rupees ..... only).

We further agree as follows:

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or  
 grant other indulgence to or negotiate further with the 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 ₹ ..... /-(Rupees ..... only).and this Guarantee shall remain in force till ..... unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to ..... all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness 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. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

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

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

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

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

**Note: PBG shall be valid till completion of 5 years from the date of commissioning plus 3 months' claim period.**

**POWER OF ATTORNEY**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Supply of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc. in response to the NIT No. .... dated ..... issued by REC Power Distribution Company Ltd. (RECPDCL), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which RECPDCL may require us to submit. The aforesaid Attorney is further authorized for making representations to REC Power Distribution Company Ltd., New Delhi and providing information/responses to RECPDCL, New Delhi representing us in all matters before RECPDCL, New Delhi and generally dealing with RECPDCL, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

**Signed by the within named**

..... (Insert the name of the executant company)

**through the hand of**

**Mr. ....**

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

**Signature of Attorney**

**(Name, designation and address of the Attorney)**



**Attested**

.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

**WITNESS**

1. ....

(Signature)

Name.....

Designation .....

2. ....

(Signature)

Name.....

Designation .....

**Notes:**

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**UNDERTAKING TOWARDS NOT BEING BLACK-LISTED***(For Individual Company)*

I, \_\_\_\_\_ Authorized Signatory of M/s \_\_\_\_\_ hereby give undertaking that we, as a company are not black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by RECPDCL as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory)

Name\*:

Designation\*:

Seal:

\* Please provide the name and designation of each signatory.

**UNDERTAKING TOWARDS NOT BEING BLACK-LISTED***(For Consortium/Joint Venture Firm)*

We, a Consortium/ Joint Venture Firm of M/s \_\_\_\_\_ and M/s \_\_\_\_\_ hereby give undertaking that neither this Consortium/ Joint Venture Firm nor each of the member companies of this Consortium/ Joint Venture Firm are black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by RECPDCL as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Authorized Signatory of Lead Member)

(Authorized Signatory of Consortium/JV Partner)

Name\*:

Name\*:

Designation\*:

Designation\*:

Seal &amp; Sign:

Seal &amp; Sign:

\* Please provide the name and designation of each signatory.

**CONSORTIUM AGREEMENT**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)*

THIS Consortium Agreement ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between M/s [insert name of Lead Member] \_\_\_\_\_ a Firm / Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns)

And

M/s \_\_\_\_\_ a Firm / Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Consortium Partner", which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the "Member" and both the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the REC Power Distribution Company Limited (hereinafter called RECPDCL) has invited bids for NIT No. \_\_\_\_\_ dated \_\_\_\_\_ for installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.

WHEREAS the tender document stipulates that the Lead Member may enter into a Consortium Agreement with another Company/ Corporate entity to fulfill the Financial and Technical Eligibility Criteria as stipulated in the tender document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the tender document.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RFS for self and agent for and on behalf of Consortium Partner \_\_\_\_\_.
2. The Lead Member is hereby authorized by the Consortium Partner to bind the Consortium and receive instructions for and on their behalf.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
5. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
6. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the tender document.

7. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to RECPDCL and shall remain valid till completion of the job assigned to the Contractor.
8. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to tender.
9. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of RECPDCL.
10. This Agreement
  - a. Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b. Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c. May not be amended or modified except in writing signed by each of the Members and with prior written consent of RECPDCL.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s\_\_\_\_\_ [Lead Member]

\_\_\_\_\_  
(signature, Name & Designation of the person authorized vide Board Resolution Dated\_\_\_\_\_)

Witnesses:

1) Signature:  
Name:  
Address:

2) Signature  
Name:  
Address:

For M/s\_\_\_\_\_ [Technical Member]

\_\_\_\_\_  
(signature, Name & Designation of the person authorized vide Board Resolution Dated\_\_\_\_\_)

Witnesses:

1) Signature:  
Name:  
Address:

2) Signature  
Name:  
Address:

**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 offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

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

**INTEGRITY PACT**

Between

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

hereinafter referred to as

**"RECPDCL",**

and

---

*[Insert the name of the Bidder]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address)*

Hereinafter referred to as

**"The Bidder"****Preamble**

RECPDCL intends to engage, under laid-down organisational procedures, agencies for installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.

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

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

**Installation of Standalone Off-Grid Solar Home Lighting & Street Lighting System** relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

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

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

## **Section I - Commitments of RECPDCL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.



- (2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

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

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

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

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

- (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 VI - Equal treatment to all Bidders**

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

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

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

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

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

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

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

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

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

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

(Office Seal)

(Office Seal)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**TECHNICAL BID***(To be submitted through Online)***NIT No: RECPDCL/ANP/DDG/16-17/3740 Dated 23.02.2017**

**Installation of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights including 5 years' Comprehensive Maintenance for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.**

We confirm the following are technical specification of Items that will be supplied for the said work:

**Solar Home Lighting System:**

S. No.	Item	Make	Model	Specifications
1	LED Bulb			
2	BLDC Pedestal Fan			
3	Switchboard			
4	Cables & Wires			
5	Pole			
6	Other Items <i>(Specify if any)</i>			

**Solar Street Lighting System:**

S. No.	Item	Make	Model	Specifications
1	Pole			
2	Other Items <i>(Specify if any)</i>			

**Note: Bidder has to submit following documents along with technical bid**

1. Tentative execution plan of work along with Technical Bid in compliance to Clause No. B (1) in Section-V.

(AUTHORIZED SIGNATORY)

NAME:

SEAL:

**FINANCIAL BID**

(To be submitted through Online)

NIT No: RECPDCL/ANP/DDG/16-17/3740 Dated 23.02.2017

**Supply of 13179 Nos. of 300Wp Solar Home Power Packs and 4184 Nos. of 40Wp Solar Street Lights for Electrification of 895 Nos. of Off-Grid Villages in Arunachal Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) including Supply of LED Bulbs, BLDC Fans, Poles, Sign Boards & other material etc.**

PRICE BID FORMAT													
Installation of Solar Home Light System (SHLS) and Solar Street Light System (SSLS) with other miscellaneous works Under Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY)													
(Bidders have to upload Price Bid sheet here)													
Sl. No.	Phase II Bidder Name	Description of Item	Unit	Qty.	Unit Ex Works Price	Total Ex Works Price	VAR/Extra Tax/ CST (%)	VAR/Extra Tax/ CST (%)	Excise Duty (%)	Service Tax (%)	Service Tax + GST (%)	Service Tax + GST (%)	Total Price including all taxes & duties
1	A	Supply of Poles					8-74.6	9	10	11	12	13	14
A.1		Pole 3m long, 3" Dia @ 100 lbs. MS Galvanized Aluminum Anodized	Nos.	13179									
A.2		Pole 3m long, 3" Dia @ 100 lbs. MS Galvanized Aluminum Anodized	Nos.	4184									
		<b>Sub Total A</b>											
B		<b>SUPPLY OF LED LAMP</b>											
B.1		Supply & Transportation of White Light Emitting Diode (WLED) Luminaire (max. 60 Watts each) Light Output should be Minimum 30 Lux with 5 yr warranty	Nos.	65895									
B.2		Supply & Transportation of White Light Emitting Diode (WLED) Luminaire (max. 60 Watts each) Light Output should be Minimum 30 Lux with 5 yr warranty	Nos.	13179									
		<b>Sub Total B</b>											
C		<b>Installation &amp; Commissioning of SHLS</b>											
C.1		Installation & Commissioning of 1 Nos. 24 VDC 20 Watt BLDC Pedestal Fan	Nos.	13179									
C.2		5 Nos. of White Light emitting diode (WLED) Luminaire (max. 60 Watts)	Nos.	65895									
C.3		5 Nos. Lamp Holder	Nos.	65895									
C.4		DC LED light 24V, 1A for operating radio and mobile charging	Nos.	13179									
C.5		Cable 2C, 1.5 mm sq. approx 20 mtr each lot	Lot	13179									
C.6		Cable 2C, 4 mm sq. approx 20 mtr each lot	Lot	13179									
C.7		As required Bundles, Armors, Jugs, PVC Conduits, Joints, Cable Ties	Lot	13179									
C.8		Supply and Installation of 1141.17 ft sign Board for identification each SHLS.	Nos.	13179									
C.9		Transportation, Installation of 1 Mtr. pole	Nos.	13179									
		<b>Sub Total C</b>											
D		<b>Installation &amp; Commissioning of SSLS</b>											
D.1		Installation & Commissioning of LED Street Light - Battery	Nos.	4184									
D.2		As required Bundles, Armors, Jugs, PVC Conduits, Joints, Cable Ties	Lot	4184									
D.3		Supply and Installation of 1141.17 ft sign Board for identification each SSLS.	Nos.	4184									
D.4		Cable 2C, 4 mm sq. approx 4 mtr each lot	Lot	4184									
D.5		Transportation & Installation of 1 Mtr. pole	Nos.	4184									
		<b>Sub Total D</b>											
E		<b>Supply &amp; Installation of Sign Board</b>											
E.1		Fabrication, Supply, Transport & Erection (18" x 4", MS Sheet and Structure, including Civil Works) of DDUGJY Sign Board.	Nos.	895									
		<b>Sub Total E</b>											
F		<b>Establishment of Service Centres &amp; Cell Free Number</b>											
F.1		Establishment of Service Centre ensuring within 20 Mtr each of each Village	Lumpsum										
F.2		Establishment of Cell Free Call Number	Lumpsum										
		<b>Sub Total F</b>											
G		<b>Logistics / Handling / Storage / Security / Insurance Charges</b>											
G.1		Per Solar Home Lighting System Charges for Logistics, Handling, Storage, Security, Insurance	Nos.	13179									
G.2		Per Solar Street Light Lighting System Charges for Logistics, Handling, Storage, Security, Insurance	Nos.	4184									
		<b>Sub Total G</b>											
H		<b>5 Year Comprehensive Maintenance</b>											
H.1		Annual Comprehensive Maintenance Warranty for Solar Home Lighting System including maintenance of Spares at site / coordination with supply vendors for replacement list of Spares to be approved by RECPDCL for 13179 Nos. SHLS	Nos.	5									
H.2		Annual Comprehensive Maintenance Warranty for Solar Street Lighting System including maintenance of Spares at site / coordination with supply vendors for replacement list of Spares to be approved by RECPDCL for 4184 Nos. SSLS	Nos.	5									
		<b>Sub Total H</b>											
<b>GRAND TOTAL (SHLS+SSLS+etc.)</b>													

**Note:**

1. Price should be quoted as per format above which must be inclusive of all costs involved in the project i.e. complete design, engineering, manufacture, testing, supply including transportation up to Central Locations, insurance, unloading, warranty of Solar Home Lighting & Street Lighting Systems and comprehensive Guarantee of the system including spares for 5 years after commissioning or 5 years 6 months after date of receipt of material at Store, whichever is earlier including all taxes and duties of Central & State Governments, insurance etc.
2. 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.
3. All taxes as per Income Tax & Service Tax rules of Government of India and Government of Arunachal Pradesh will be payable by the Bidder.
4. TDS /WCT/Labour cess will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of Arunachal Pradesh as the case may be.
5. Price quoted by the bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of Comprehensive 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.
6. The offer must be kept valid for a period of 180 days from the last date of bid submission. No escalation clause would be accepted. The validity can be further extended with mutual consent.
7. Bids with non-conformity to above will be considered as non-responsive.

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