



रूरल इलेक्ट्रीफिकेशन कारपोरेशन लिमिटेड
Rural Electrification Corporation Limited
(भारत सरकार का उद्यम / A Government of India Enterprise)

TENDER NO: REC/PCM/CS/ANNUAL_REPORT/2018-19/08

(ONLY THROUGH E-TENDERING MODE)

Invitation for Bid

For

ENGAGEMENT OF REPUTED FSC CERTIFIED PRINTER FOR PRINTING AND DISPATCH OF ANNUAL REPORT OF RECL FOR THE FINANCIAL YEAR 2017-18

Date of Release of Tender	09 May, 2018
Pre-Bid Meeting	16 May, 2018, 1500 Hours (IST)
Last Date for Submission of Bid	25 May, 2018, Up to 1500 Hours (IST)
Date of Opening of Bid	25 May, 2018, at 1530 Hours (IST)
Date of Opening of Financial Bids	To be notified separately
Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand Only)

Signature & Seal of Bidder and/or their Authorised Representative

IMPORTANT NOTICE

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. The price should not be quoted in the same. In case of a non-compliance the response is liable to be ignored/ summarily rejected.
3. **The submission and opening of bids will be through e-tendering process. Financial bid has to be submitted on-line only (no hard copy). Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in REC Website, viz, <http://www.recindia.gov.in> or From Govt. e-procurement portal (CPP) viz, www.eprocure.gov.in.**

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with REC through e-Procurement website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tenderwizard. The steps to be followed for the registration process are given below:
 - 1) Go to website <http://www.tenderwizard.com/REC>
 - 2) Click the link ' Register Me'
 - 3) Enter the detail about the bidder as per format.
 - 4) Click 'Create Profile'
 - 5) Bidder will get confirmation with Login-id and Password
- b) **Steps for application for Digital Signature from TenderWizard are given below:**
 - 1) Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
 - 2) In case of assistance please contact the person under contact us
- c) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document**

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC well in advance. Please note that REC does not own any responsibility in case any bidder(s) fail(s) to apply due to non-possession/ non-registration/ compatibility issue of Digital Signature with the application.

TENDER INFORMATION

Tender Reference No.	REC/PCM/CS/ANNUAL_REPORT/2018-19/08
Work Item Title/ Description	ENGAGEMENT OF REPUTED FSC CERTIFIED PRINTER FOR PRINTING AND DISPATCH OF ANNUAL REPORT OF RECL FOR THE FINANCIAL YEAR 2017-18.
Mode of Tendering	Open (e-Tender)
Tender Release Date	08 May, 2018
Pre-Bid Meeting	16 May, 2018, 1500 Hours (IST)
Last date of Bid Submission	25 May, 2018, 1500 Hours (IST)
Date of Opening of Bid	25 May, 2018 at 1530 Hours (IST)
Price bid opening	To be notified in REC web portal after completion of technical evaluation. Price bid shall be submitted ONLINE only.
Location of Bid submission/ Opening	Rural Electrification Corporation Limited, Core - IV, Scope Complex, 7 - Lodhi Road, New Delhi- 110003, India
Tender Category	Goods & Services
EMD Fee	Rs.50,000/- (Rupees Fifty Thousand Only) in form of Demand Draft/Banker's Cheque drawn on a Indian Nationalized Bank in favor of 'Rural Electrification Corporation Limited' payable at New Delhi
EMD Exemption Allowed	Micro, Small and Medium Enterprises (MSME) National Small Industries Corporation Limited (NSIC) As applicable as per prevailing Government of India norms and guidelines as followed by REC.
Bid Validity days	90 days from Bid Opening Date
Duration of Assignment	As per the specified time schedule
Address of Correspondence/ for Bid Submission:	Shri. Pankaj Gupta, Additional General Manager (PCM), Rural Electrification Corporation Limited, Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003 Tel: 011-43091574/ 43091556 Fax: 011-24360644 e-mail: recpcm@recl.in
Support Team Contact Details:	E – Tenderwizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Mr. Sandeep- 8800496478, twhelpdesk592@gmail.com Mr. Krishna – 8800900127, twhelpdesk551@gmail.com

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CHAPTER – I

INTRODUCTION

ABOUT REC

Rural Electrification Corporation Ltd. (REC), was incorporated on July 25, 1969 under the Companies Act 1956. REC is a Navratna company under Ministry of Power, Government of India and is a Public Sector Enterprise with 'AAA' rating. REC has its Corporate Office at Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi 110003, and at Annex Core-5, Scope Complex and MTNL Building, Scope Complex, New Delhi. REC has also Zonal / Project Offices/ Sub-Offices through-out India and one Training institute viz, REC Institute of Power Management & Training (RECIPMT) at Hyderabad. The detailed office addresses can be obtained from the REC's Corporate web site www.recindia.com.

CHAPTER – II

PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

The following are the Pre-Qualification/ Eligibility criteria. Any bid not fulfilling any of the pre-qualification/ eligibility criteria shall be summarily rejected. The said criteria as detailed along with documents which need to be submitted in proof of compliance to each of the criterions is detailed below:

Sl.	Eligibility Criteria :
1.	The Bidder should be operating in India for last 3 years as on Last Date of Bid Submission <i>(Attach valid Certificate of incorporation or commencement of business/Other Statutory Registrations/Copies of Purchase/ Work orders/contracts etc.)</i>
2.	The Bidder must have executed similar works (Similar work means printing of Annual Reports and dispatching of the same for reputed stock market listed Organizations) during the last 4 financial years ending last day of month previous to the one in which / bids are invited : a) At least Two orders each valuing not less than Rs.23 Lacs; or b) At least One order valuing not less than Rs.36 Lacs <i>(Attach valid copy of purchase/work order/contract with completion certificate/ Contract closure letter from the client/customer and/or Last Invoice with payment proof etc.)</i>
3.	The Bidder's average annual financial turnover should be at least Rs.32 Lacs (Rupees Thirty Two Lacs Only) during the last four financial years. The turnover should be applicable to bidder entity and not for its group companies/ subsidiary companies/ parent company. <i>(Attach valid copy of audited financial statements/ ITRs/ Copy of Chartered Accountant Certificate etc.)</i>
4.	The Bidder shall submit valid documentary proof of GST Registration and Income Tax Registration number (PAN). <i>(Attach valid documentary proof in this regard)</i>
5.	The Bidder must have at least:- a) Four automatic high speed web printing machines including one multi-colour automatic high speed web printing machine or two automatic high speed rotogravure web multi-colour printing machines. b) One automatic folding machine. c) One automatic gang/saddle/central stitching machine. d) All required infrastructure like designing software which supports Unicode Encoding (Mangal Font for use in Hindi version), facility of Hindi typing, Hindi typist, etc., for finalization of Hindi Annual Report

	<i>(Attach Copy of valid Chartered Accountant Certificate on their letter-head duly signed, sealed/ stamped etc.).</i>
6.	The Bidder should be Forest Stewardship Council (FSC Certified) <i>(Attach Copy of valid FSC Certificate)</i>
7.	The Bidder must not have been blacklisted by any Government Department/ CPSU/ SPSU/ Banks/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid. <i>(Attach Self-declaration by the bidder on its letter-head duly signed, sealed/ stamped).</i>
8.	The bidder shall be the single point of contact for REC and shall be solely responsible for providing services, support etc. <i>(Attach Self-declaration by the bidder on its letter-head duly signed, sealed/ stamped).</i>

Note:

- a. The bidder must fulfill the above eligibility criteria conditions. Bid of bidders not fulfilling the prequalification conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- b. REC reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.
- c. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents (if any) provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.
- d. **The bidder's claiming to be MSME and/or MSME-SC/ST and/or Start Ups and/or Domestically Manufactured Producer under Make in India initiatives etc., the relaxations and concessions as per Government of India notifications/ instructions/guidelines issued from time to time and as adopted/allowed by REC are allowed to same subject to production of requisite documents/proofs etc.**

CHAPTER – III

SCOPE OF WORK

THE BROAD SCOPE OF WORK OF SUCCESSFUL BIDDER WILL BE “PRINTING AND DISPATCH OF ANNUAL REPORT OF REC FOR THE FINANCIAL YEAR 2017-18”.

1. Following is the tentative Scope of work for the successful bidder:

Sl.	Work Description :
1.	Printing and dispatch of Annual Report of REC for the financial year 2017-18 as per requirement of REC.
2.	Printing and Dispatching of Annual Report as per REC approved specifications, time lines and terms & conditions.
3.	Undertake all logistic arrangements including transportation etc. for successful approval of samples with REC in regard of content, printing, supply of products etc. and related services.

2. Tentative requirement of Printing of Annual Report for the year 2017-18 is as under:

Sl. No.	Description	No. of Copies*
I- Shareholder Version		
(i) Annual Reports		
a)	English	1,10,000
b)	Hindi	200
	Total	1,10,200
(ii)	Notice for AGM & Attendance Slip	1,10,200
II- Deluxe Version		
a)	English	200
b)	Hindi	100
	Total	300

* No. of Copies/Quantity above are tentative and may vary \pm 20%

3. SAMPLE OF PAPER :

Specimen of sample of papers proposed to be used as per specification for shareholders and deluxe version are to be sent along with the technical bid duly affixing the company seal thereon.

4. DISPATCH OF ANNUAL REPORTS TO SHAREHOLDERS:

Dispatch of Annual Report to shareholders has to be handled by the printer as per the time schedule given in clause 7 here under. The addresses of shareholders would be supplied by REC

in soft copy well in advance of the time schedule. The dispatch of annual reports shall be handled by Printer through an option out of the following two options, to be decided by REC before final go ahead for printing of the shareholder version of annual reports:

Option-1- Dispatch through Franking by P&T: Printer will dispatch the annual reports duly pasting address-stickers after sorting, insertion, franking and actual dispatch through P&T.

Specified number of copies of shareholder version and deluxe version are also required to be supplied at Corporate Office, New Delhi as per numbers indicated by REC.

Option-2-Dispatch through Pre-paid license by P&T: For this option, Printer shall obtain the pre-paid license from P&T and print the license number issued by the P&T Department at the prominent place on the outer cover on all the annual reports. Printer shall tender the annual reports to the concerned post office duly sorted PIN Code wise and destination wise for dispatch of the annual reports.

If the number of annual reports are more than the number of annual reports for which pre-paid license was obtained, the balance copy shall be dispatched through franking by P&T as per option-I above.

In both options printer shall coordinate with P&T department.

5. DISPATCH OF NOTICE OF AGM AND ATTENDANCE SLIP/PROXY FORM TO SHAREHOLDERS:

Notice of AGM with explanatory Statement & Attendance Slip/proxy form shall be dispatched compulsory through registered post of P&T department of GOI. Printer will dispatch the Notice of AGM and attendance slip/proxy form after sorting, insertion in the window envelope and dispatch through P&T by registered post. Payment shall be released by REC through DD/BC directly to the P&T Department.

Printer shall coordinate with P&T department.

6. DISPATCH OF ANNUAL REPORTS TO REC/OTHERS:

Printer shall deliver/dispatch the Annual Reports of Shareholder Version and Notice of AGM & attendance slip/proxy to REC offices across India/R&TA/recognized Stock Exchanges/any other address as directed by REC. Printer shall also deliver/dispatch the balance Annual Reports of Shareholder Version, Notice of AGM & attendance slip/proxy and all deluxe version to REC Corporate office. No separate payment shall be made for delivery of any such delivery/dispatch as mentioned in this point

7. TENTATIVE TIME SCHEDULE FOR EXECUTION OF WORK

I. ANNUAL REPORT SHAREHOLDERS' VERSION AND NOTICE OF AGM

Sl. No.	Milestone	Deliverables (Incremental Days)
1.	Placement of Purchase/ Work Order / Letter of Intent/ Letter of Award	T1
2.	Finalization of design, layout, charts and graphs by the printer and submission of Dummy Report	14 Days
3.	Delivery of Preliminary Data, graphs, charts to the printer	7 Days
4.	Submission of 1st Dummy Annual Report/Notice of AGM by the printer	5 Days
5.	Finalization of design by REC and delivery of final printing material to the printer (English version)	3 Days
6.	Submission of 1st proof of Annual Report (English version) / Notice of AGM by Printer	7 Days
7.	Return of 1st proof with suggested changes to the printer	5 Days
8.	Submission of 2nd proof of the Annual Report/notice of AGM by printer	5 Days
9.	Return of 2nd proof to the printer	3 Days
10.	Start of delivery of printed Annual Reports/ notice of AGM	5 Days
11.	Completion of dispatch activity to shareholders and submission of proof of dispatch	14 Days
12.	Supply & Delivery of Approved goods at desired locations to various stakeholders as per quantities ordered after printing	5 Days
13.	Replacement of Defective Goods and/or Non-Delivery of Goods ordered	As per instructions of REC

Note:

- Additional proofs shall also be arranged by the printer, if so required by REC.
- Hindi translation version printing material will be given by REC tentatively within 30 days from Sl. No. (1) above and the final delivery of Hindi version copies to be within 15 days.

II. DELUXE VERSION

Sl. No.	Milestone	Deliverables (Incremental Days)
1.	Finalization of design, layout, charts and graphs by the printer and submission of 1st Dummy Report	15 Days
2.	Delivery of Preliminary Data, graphs, charts to the printer	4 Days
3.	Submission of 2nd Dummy Annual Report by the printer	4 Days

4.	Finalization of design by REC and delivery of final printing material to the printer (English version)	10 Days
5.	Submission of 1st proof of printed Annual Report (English version)	5 Days
6.	Return of 1st proof with suggested changes to the printer	4 Days
7.	Submission of 2nd proof of the Annual Report by printer	5 Days
8.	Return of 2nd proof to the printer	3 Days
9.	Final delivery of printed Annual Reports to Corporate Office, REC, New Delhi	4 Days
10.	Replacement of Defective Goods and/or Non-Delivery of Goods ordered	As per instructions of REC

Note:

- i. Additional proofs shall also be arranged by the printer, if so required by REC
 - ii. Hindi translation version printing material will be given by REC tentatively within 30 days from Sl. No. (1) above and the final delivery of Hindi version copies to be within 15 days.
- 8. The above specified scope of work is indicative and not exhaustive and the bidder is deemed and obliged to provide all necessary equipment/infrastructure and/or services within the quoted cost for successful implementation/completion of the entire work scope.**
- 9. In the event of the specified date for the submission of deliverables/milestone being declared a holiday for RECL, the deliverables/milestone will be received on the next working day and/or the day & time as fixed by RECL.**

CHAPTER – IV

INSTRUCTION TO BIDDERS

Clause	Heading	Description/ Details
1.	Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid, and REC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process
2.	The Bidding Documents	<p>a. The bidder is deemed to have examined all instructions, annexures, forms, terms and specifications in the bidding documents. Failure to furnish all and/or any information required and/or Ambiguous/ False/ Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p> <p>b. Bidders are advised to submit bids strictly based on the terms & conditions and specifications contained in the Tender Document and not to stipulate any deviations.</p> <p>c. Each bidder shall submit only one bid, failure to comply will result in summary rejection of all the bids of the bidder.</p>
3.	Amendment to the Bidding Documents	REC may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. The Bid submission date may be extended at the discretion of the REC. Amendments, if any, made in these regards etc. will be provided in the form of Addendum to the Bidding Documents and shall be uploaded on the web site of the REC. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the REC web site shall be deemed to have been communicated to the prospective bidders and shall be binding on them.
4.	Invitation to Bid	<p>Bids will be submitted in two parts (ONLINE ONLY) :</p> <p>Part 1: Eligibility & Technical Criteria Bid:</p> <ul style="list-style-type: none"> • EMD • Eligibility Criteria Compliance Form • Technical Bid form • Technical specifications compliance • Sealed and signed copy of Tender Document in token of acceptance of all tender terms & conditions.

Clause	Heading	Description/ Details
		Part 2: Financial Bid
5.	Preparation of Bid	<p>a. Eligibility & Technical Criteria bid (Part 1) and Financial Bid (Part 2) to be submitted through online mode on website www.tenderwizard.com/REC.</p> <p>b. All enclosures/supporting documents of each Bid including EMD shall be scanned and uploaded while submitting the bids online.</p> <p>c. All these documents shall be digitally signed as per requirement of REC e-Procurement portal.</p> <p>d. In addition, Bidder has to submit hard copies of only Part-1 Bid. One sealed envelope containing hard copy of the Part-1 Bid shall be submitted.</p> <p>f. Each Envelop shall be addressed to the addressee as per tender document and shall clearly mention the TENDER name/number, bidder's name & address, Bid part Number and name.</p> <p>g. FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY. In case of default, the entire Bid shall be summarily rejected.</p> <p>h. The Part-1 Bid submitted in hard copy should be properly bounded, indexed, without any loose sheets(s) and sequentially numbered irrespective of the nature of the content of the page in the format. All pages should be signed by the authorized signatory of the bidder and officially stamped. Unsigned or Unstamped bid are liable to be rejected.</p>
6.	Bid Validity	<p>a. The bids will be valid for a period of 90 days from the last date of submission of bid.</p> <p>b. Notwithstanding clause (a) above, REC may solicit the bidder's consent to an extension of the period of bid validity. A bidder will neither be required nor permitted to modify its bid, while confirming extension of bid validity.</p> <p>c. A bidder may refuse the request, in which case, the bid shall be considered as withdrawn and REC shall return/refund the bid security (EMD) at the earliest to such bidder(s).</p> <p>d. However not withstanding any of the clauses and/ or conditions</p>

Clause	Heading	Description/ Details
		above On expiry of the bid validity period the bid shall be deemed valid till such time the bidder does not withdraw its bid formally by a written communication to REC. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication by REC.
7.	Eligibility Criteria & Technical Bid (Part 1)	<p>The Part-1 Bid shall consist of:</p> <p>a. Original Earnest Money Deposit (EMD)</p> <p>b. Bid Form as per Annexure-A along with Undertaking on Compliance of Tender Specifications & Terms and Conditions of Tender Document on bidders letter head duly signed and stamped.</p> <p>c. Eligibility Criteria Compliance as per Annexure-C along with all necessary Documentary proof/ Certificates/ Undertakings/ Financial Statements/ Orders/Authorization letters etc.</p> <p>d. If required REC constituted committees/ representatives can call for a demonstration or testing of the technical compliance.</p> <p>e. Sample specimen copies of the offered printing material (duly labeled and stamped in order to enable unambiguous identification of bidder's sample) as per technical compliance.</p> <p>f. The bidder should submit the Technical Bid along with required documents to be submitted online as well as the hard copies of the documents which are attested either by self/company or by gazetted officer or notary public, wherever required</p> <p>(Note: It is in bidder's interest to submit more than one samples with-in the quoted price)</p>
8.	Details of EMD	<p>a. Bid shall be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of a Demand Draft / Banker's cheque from a Indian Nationalised Bank in favour of 'Rural Electrification Corporation Limited' payable at New Delhi with validity as per BID validity period. Cheques, Money Orders or Cash etc. shall not be accepted as EMD. The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD Draft / Banker's cheque. Any failure to comply with the same shall be at the risk of the bidder.</p> <p>b. Any Bid submitted without a valid EMD shall be summarily rejected.</p>

Clause	Heading	Description/ Details
		<p>c. No interest is payable on Earnest Money deposit.</p> <p>d. EMD of unsuccessful bidders shall be released on finalization of the tenders, placement of orders and/or after submission of PBG by successful bidder. EMD of successful bidder shall be retained by REC till PBG is submitted as per Tender terms.</p>
9.	Financial Bid (Part 2)	<p>a. The Financial Bid format is given in Annexure F.</p> <p>b. The Financial bid has to be submitted ONLINE ONLY through REC E-Procurement Portal.</p>
10.	Instructions for Financial Bid	<p>a. The financial bid shall indicate the Unit prices / slab prices (wherever applicable) and applicable taxes separately for goods/services under the contract.</p> <p>b. The Quoted prices should be firm and inclusive of charges for all activities in scope of work for all services and all other expenses related with the visits of the Bidder's personnel in connection with the performance of the contractual obligations by the Bidder. Payment will be made as per the quoted price (all-inclusive but excluding GST). The rates quoted shall also include the salvage value.</p> <p>c. Bidder shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any applicable/new act or order of Government.</p> <p>d. Quoted prices shall also be inclusive of all costs towards carrying out any surveys, site visits by bidder's personnel, boarding, lodging, incidental expenses etc. required for work period and successful work completion.</p> <p>e. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with a conditional price will be treated as non-responsive and will be rejected.</p> <p>f. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.</p> <p>g. In case of unreasonable quotes or free of cost quotes etc. (basically / deliberately intending/ aimed towards halting/</p>

Clause	Heading	Description/ Details
		<p>sabotaging the Government Public Procurement process and delay in Implementation of Policies/ Plans etc.) the financial bid is liable to summarily rejected and apart from forfeiture of EMD/ Bank Guarantees etc. the bidder will be liable for blacklisting and the REC reserves the right to get the work carried out at the risk and cost of such bidder.</p> <p>h. Validity of Rates Post LOA/ Contracts etc.</p> <ol style="list-style-type: none"> 1. Order will be placed to the finally selected bidder. The selected bidder shall be deemed to offer the quoted rates to REC for a period of 6 (Six) months from the date of acceptance of order or signing of contract agreement by the bidder or placement of initial purchase order whichever is earlier,. Rates quoted shall be valid for the entire period. 2. The bidder should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc. 3. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit. 4. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections, in case of a failure to comply the bid shall be summarily rejected.
11.	Submission of Bids	<ol style="list-style-type: none"> a. The bids complete in all respects should be submitted ONLINE through REC E-Procurement Portal. b. Hardcopy as detailed above shall be delivered (by post/courier/manually) to the following address latest by the stipulated time & date mentioned in the tender document: Shri. Pankaj Gupta Additional General Manager (PCM) Rural Electrification Corporation Limited Core-4, SCOPE Complex 7, Lodhi Road, New Delhi-110003

Clause	Heading	Description/ Details
		REC does not own any liability if the bid is not submitted on-line and required hard copy does not reach the addressee within due date and time: REC reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever. The bidder shall bear all costs associated with the preparation and submission of its bid, and REC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process
12.	Deadline for submission of Bids	Bids must be received by REC, both on-line and physical (ONLY Technical BID – Part 1 also Please Note Price Bid to be Submitted ONLINE ONLY) not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for REC, the bids will be received up to the appointed time on the next working day and/or the day & time as fixed by REC. The REC, may at it's discretion extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the REC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
13.	Late and delayed Bids	Any bid received by REC after the deadline for submission of bids prescribed by the REC will be rejected and/or may be returned unopened to the bidder, if so asked for by the bidder and/or at the discretion of REC. The decision of the REC whether to accept or not accept any bid without assigning reason shall be final and no disputes and/or complaints/ arbitrations/ legal representations etc. in this regard shall be entertained with regard to exercise of such discretion of REC
14.	Tender Clarifications prior to bid submission	<p>a. All queries received at the email ids (recpcm@recl.in) will be deliberated upon.</p> <p>b. Any Clarifications / Corrigendum / Addendums etc. will be posted on REC website viz. http://www.recindia.com and no individual communication will be sent. Posting on the website would be deemed as if REC having communicated to all prospective bidders.</p> <p>c. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER and succeed the relevant clauses for future reference.</p> <p>d. Any irrelevant / ambiguous/ mischievous/ hampering public</p>

Clause	Heading	Description/ Details
		procurement etc. as determined by REC at its sole discretion will not be entertained and may not be clarified and/or deliberated.
15.	Bid Opening	<p>a. Part 1 bid: REC will first open Part 1 bid in the presence of bidders' representatives who are present at the date & time of bid opening. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the REC and /or for other administrative reasons, the bids shall be opened at the communicated date, time and location on another date/ time as decided by REC only to the bidders who have submitted their bids in response to this tender utilizing widely accepted modes of communication ex: e-Mail/ Mobile/ Web Site Notification etc.</p> <p>b. Part 2 bid: Date of financial bid opening shall be intimated by REC only to the bidders who qualify in Part 1 bid and financial bid will be opened only for the Part-1 qualified bidders in presence of qualified bidders' representative who choose to be present on the venue, date & time of bid opening. The bidders' representatives present there, shall sign a register evidencing their attendance.</p> <p>c. The bidder's name and price quoted by the bidder, and any other details as REC may consider appropriate will be read out at the time of opening of financial bids.</p> <p>d. All bids especially Financial bid shall be opened on-line only.</p>
16.	Evaluation of Bids	<p>1. Evaluation of Bids will be as per Technical Bid (Part – 1) along with supporting documents as specified.</p> <p>2. REC will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. REC reserves the right that If a bid is not substantially responsive, it may be rejected by the REC without seeking any clarifications.</p> <p>3. The essential criteria of the technical bid evaluation would be the samples submitted which are shortlisted by duly constituted committee of REC.</p>

Clause	Heading	Description/ Details
		4. Financial bids of bidders shortlisted by REC would only be opened.
17.	Verification of bid documents	REC reserves the right to verify/confirm all original documentary evidence, references submitted by the bidder in support of above mentioned clauses of pre-qualification/ eligibility criteria, failure to produce the same within the period as and when required and notified in writing by REC shall result in summary rejection of the bids and/or termination of the contract with imposition of the contract clauses/penal action on the bidder by the REC as may be due on the award of the contract and/or during the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender document.
18.	Clarification of Bids	<p>a. During evaluation of the bids, the REC may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification as desired by REC within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.</p> <p>b. No Bidder shall contact the REC on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the REC, it should be done in writing.</p> <p>c. Any effort by a Bidder to influence the REC in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and REC will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of REC.</p> <p>d. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.</p>
19.	Award Criteria	The lowest quote evaluation amongst the eligible and technically shortlisted bidders shall be done for the Grand total quoted price excluding GST and not on Line-Item wise lowest price basis.
20.	Notification of award	<p>a. Shall be intimated to bidder by Email/Post.</p> <p>b. The notification of Award along with Tender Document (with Corrigendum issued by REC, if any) will constitute the formation of the Contract till signing of the formal contract agreement.</p>

Clause	Heading	Description/ Details
		<p>c. REC reserves the right to order any sub-set or super-set of the tendered items.</p> <p>d. REC further reserves the right to order +/- 20%</p>
21.	Signing Agreement of	<p>a. REC will send Letter of Intent/ Purchase Order / work Order to the successful Bidder;</p> <p>b. Thereafter, REC will send draft Contract Agreement, if required, incorporating all agreement terms & conditions between the parties.</p> <p>c. The successful bidder will sign the contract agreement within the stipulated period mentioned in this document.</p>
22.	Performance Security/Bank Guarantee	<p>The selected Bidder shall furnish Performance Bank Guarantee to REC as per the following:</p> <p>a. 10% of the Total Contract Value with validity of Contract period +3 months claim period</p> <p>b. EMD of the selected bidder will be retained till PBG is submitted. No payment will be released without submission of PBG. Till the time of submission of the PBG, the EMD will work as the PBG and will be refunded only after submission of the PBG. Non submission of PBG may lead to termination of contract and getting the work done at bidder's risk and cost including forfeiture of EMD.</p> <p>c. REC can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract.</p> <p>d. The PBG shall be in the form of a Bank Guarantee from a Scheduled Commercial Bank having its branch in India or in the form of a Bank Draft in favor of REC Ltd.</p>
23.	Functional Guarantees	<p>The bidder guarantees that, once the work is executed as per tender terms/REC requirement/declared completed, that will represents a complete solution to the REC's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract. If the execution/ process/ system/ solution fails in Acceptance, due to reasons entirely attributable to the bidder, the REC may consider termination of the Contract, and forfeiture of EMD/invoking of PBG in Compensation for the extra costs and</p>

Clause	Heading	Description/ Details
		delays likely to result from this failure
24.	Labours & Industry Laws	<p>a. The Bidder shall have their own Provident Fund Account Numbers. If asked for, the Bidder will submit the proof of depositing the employees as well as employer's PF contribution periodically with the Regional Provident Fund Commissioner (RPFC). If the contractor fails to recover PF the REC shall be entitled to deduct the same from the bills of the contractor in terms of the Employees Provident Fund (and Miscellaneous Provisions) Act 1952.</p> <p>b. It shall be the sole liability of the Bidder (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour license(s) obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.</p> <p>c. The Bidder shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Services) Act, 1979, the Minimum wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time.</p> <p>d. The Bidder shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to REC and shall deposit these amounts on or before the prescribed dates. The Bidder shall also be responsible to pay and administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the works of REC.</p> <p>e. The Bidder shall be solely responsible for timely payment of wages and other dues to the personnel deployed by him. The Bidder shall be directly responsible and indemnify REC against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.</p> <p>f. In case ESI is not applicable, bidder before commencement of work, shall submit Insurance Policy under Workmen's</p>

Clause	Heading	Description/ Details
		Compensation Act,1923 covering all his employees to be deployed for execution of the contract.
25.	Employees State Insurance Act	<p>a. The Bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Bidder further agrees to defend, indemnify and hold REC harmless for any liability or LD which may be imposed by the Central, State or Local authority by reason of any asserted violation by Bidder or Sub-Bidder of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the REC arising under, growing out of or by reasons of the work provided for by this Bidder, by third parties or by Central or State Government authority or any political sub-division thereof.</p> <p>b. The Bidder agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Bidder's or Sub-Bidder 's employees, who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Bidder shall deduct and secure the agreement of the SUB- Bidder to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Bidder shall remit and secure the agreement of SUB- Bidder to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act. The Bidder agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Bidder shall secure the agreement of the SUB-Bidder to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Bidder's or Sub- Bidder's account.</p> <p>c. REC may retain such sum as may be necessary from the total value of contract until the Bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Bidder when the ESI Act is extended to the place of work.</p>
26.	Workmen Compensation and Employer's Liability	Insurance shall be affected for all the Bidder's employees engaged in the performance of this Contract. If any of the work is sublet, the Bidder shall require the Sub- Bidder to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Bidder's

Clause	Heading	Description/ Details
		Insurance
27.	Accident or Injury to workmen	The REC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Bidder or any Sub-Bidder save and except an accident or injury resulting from any act or default of the REC, his agents or servants and the Bidder shall indemnify and keep indemnified the REC against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto
28.	Comprehensive General Liability Insurance	This insurance shall protect the Bidder against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Bidder, his agents, his employees, his representatives and SubBidder's or from riots, strikes and civil commotion
29.	Insurance & Any Other Insurance Required Under Law Or Regulations Or By Employer	Bidder shall at his own expense arrange secure and maintain insurance for the entire asset supplied herein with reputable insurance companies up to the satisfaction of the REC and shall provide the copy of the Insurance Policy to REC from time to time. Insurance to be done till commissioning and acceptance of the equipment by REC. Bidder shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to REC. He shall also carry and maintain any other insurance which may be required by the REC
30.	Safety Regulations	In respect of all labour, directly employed in the WORK for the performance of Bidder's part of this agreement, the Bidder shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable. The Bidder shall observe and abide by all fire and safety regulations of the REC. Before starting work Bidder shall consult with REC's safety Engineers or site-in-charge/project coordinator and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the REC's existing property.
31.	Arbitration	If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to arrive at amicable resolution and settlement through a committee appointed by CMD, REC. In the event no amicable resolution or settlement is reached between the parties within 30

Clause	Heading	Description/ Details
		<p>days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.</p>
32.	Annulment of bidding process and re-tendering	<p>REC reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of REC's action.</p> <p>In case circumstances warrant annulment of bidding process, before the deadline for bid submission, a "general notification" to this effect shall be issued and posted on REC and other related websites and bidders, who have been issued the bidding documents, shall be deemed to be informed and bids, if any, received by that time shall be returned.</p> <p>In case circumstances warrant annulment of bidding process, after deadline for submission of bids but before opening of the bids, the bidders who have been issued the bidding documents shall be intimated accordingly, the recourse under the provision to reject all the bids and to go for re-tendering will be justified only as the last resort, recording adequate justification for such action.</p> <p>In case L-1 party is not willing to accept the order and willingly does not want to perform as per the tender scope of work & terms and conditions (i.e. backing out), the further action from REC apart from forfeiture of EMD/ PBG & Blacklisting of such bidder will be as per prevalent CVC, CAG, Legal dispensations from Hon'ble courts of India and Government of India guidelines/ notifications and / or orders and the policy of REC</p>
33.	Corrupt or	The Bidder shall observe the highest standard of ethics during the

Clause	Heading	Description/ Details
	Fraudulent Practices	procurement and execution of the contract. REC will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question. REC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
34.	Intellectual Property Rights	<p>“Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.</p> <p>A. Copyright</p> <p>A.1 The Intellectual Property Rights in the base products and Standard Materials shall remain vested in the owner of such rights. The purchaser will be granted non-exclusive and paid up license to use the base products and standard materials including modifications thereto for the purposes agreed herein. For any modification or bespoke development made to the software, the IPR shall belong to REC.</p> <p>A.2 The REC’s Contractual rights to use the base product may not be assigned, licensed, or otherwise transferred except in accordance with the relevant license.</p> <p>A.3 All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to the bidder and used to perform the obligations under this Agreement shall remain vested in the bidder (the bidder Properties) and any additional or new inventions made in the course of performance of services shall belong to the REC.</p> <p>B. Confidential Information</p>

Clause	Heading	Description/ Details
		<p>B.1 The REC and the bidder shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”), that has been marked “Confidential” – (“Confidential Information”) and</p> <p>(a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or</p> <p>(b) where the bidder is the Receiving Party, information generated by the bidder in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the REC or the REC’s use of the System, whether such information has been furnished or generated prior to, during, or following termination of the Contract (“Confidential Information”).</p> <p>B.2 Notwithstanding the above the REC may furnish Confidential Information of the bidder:</p> <p>(i) to its support service suppliers to the extent reasonably required for them to perform their work under their support service Contracts; and</p> <p>(ii) to its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this Clause as if that person were party to the Contract in place of the Receiving Party;</p> <p>B.3 The REC shall not, without the bidder’s prior written consent, use any Confidential Information received from the bidder for any purpose other than the operation, maintenance and further development of the System. Similarly, the bidder shall not, without the REC’s prior written consent, use any Confidential Information received from the REC for any purpose other than those that are required for the performance of the Contract and in case of breach of any condition, the receiving party shall be liable for any breach of confidentiality obligations by the receiving party.</p>

Clause	Heading	Description/ Details
		<p>B.4 The obligation of a party under Clauses B.1, B.2, and B.3 above, however, shall not apply to that information which:</p> <p>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</p> <p>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</p> <p>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;</p> <p>(d) independently developed by the Receiving Party without the use of that Information and without the participation of individuals who have had access to that Information;</p> <p>(e) Required to be provided under any law, or process of law duly executed.</p> <p>B.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> <p>B.6 These confidentially restrictions shall be for the tenure of the contract plus for a period of 2 years thereafter</p>
35.	Defect Liability	<p>The bidder warrants that the delivered Goods & Services provided as per scope of work, shall be free from defects in the design, engineering, and workmanship that prevent the Procedure/System and/or any of its components from fulfilling the Technical Requirements or that limit in a tangible/ intangible manner/ fashion the performance, reliability, or extensibility of the System and/or Subsystems. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.</p>
36.	Intellectual Property Rights Indemnity	<p>a. The bidder shall indemnify and hold harmless the REC and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the REC or its employees or officers may suffer as a result of any infringement or</p>

Clause	Heading	Description/ Details
		<p>alleged infringement of any Intellectual Property Rights by reason of:</p> <p>i. Installation of the system by the bidder or the use of the System, including the Materials.</p> <p>ii. copying of the Software and Materials provided by the bidder in accordance with the Agreement; and</p> <p>b. Such indemnity shall not cover</p> <p>i. any use of the system including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract,</p> <p>ii. any infringement resulting from the use of the REC System(s), or any products of the system produced thereby in association or combination with any other goods or services not supplied by the bidder, where the infringement arises because of such association or combination and not because of use of the system in its own right.</p> <p>iii. use of a superseded or altered release of the REC System(s) or any modification thereof furnished under this Agreement including, but not limited to, the REC's failure to use corrections, fixes, or enhancements made available by the bidder;</p> <p>iv. modification of the system, which is based on the REC's Material;</p> <p>v. any change, not made by the bidder, to some or all of the System or any modification thereof.</p> <p>c. If any proceedings are brought or any claim is made against the REC arising out of the matters referred to in Clause (a), the REC shall promptly give the bidders notice of such proceedings or claims, the bidder shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the REC shall provide the bidder with the assistance, information, and authority reasonably necessary to perform the above.</p> <p>d. If the system, including the Materials is held or is believed by the bidder to infringe, the bidder shall have the option, at its</p>

Clause	Heading	Description/ Details
		<p>expense, to</p> <p>(i) modify the system, including the Materials or the bidder Property to be non-infringing,</p> <p>(ii) obtain for the REC a license to continue using the System, or</p> <p>(iii) terminate the license for the infringing part of the System and refund a pro rata portion of the fees paid for that portion of the System. This provides for the bidder's entire liability and the REC's exclusive remedy for claims of infringement of intellectual property rights related to the System and the bidder Properties.</p>
37.	Non-Disclosure	The selected bidder shall not, without REC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of REC or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
38.	Jurisdiction	The court of Delhi will have exclusive jurisdiction to entertain the disputes between parties.
39.	Force Majeure	<p>In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor.</p> <p>Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than (two) months, REC shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.</p> <p>Time for performance of the relative obligation suspended by</p>

Clause	Heading	Description/ Details
		<p>Force Majeure shall then stand extended by the period for which such cause lasts.</p> <p>However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement and accepted by REC</p>
40.	Termination	<p>REC may by written notice sent to the selected Bidder, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify the reasons of termination and the extent to which Contract is terminated, and the date upon which such termination becomes effective. REC reserves the right to elect :</p> <p>a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or.</p> <p>b. to cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services.</p> <p>Termination for REC's Convenience-The REC may at any time terminate the Contract for any reason by giving the written notice of termination to the bidder.</p> <p>a. Upon receipt of the notice of termination, the bidder shall either immediately or upon the date specified in the notice of termination</p> <p>i. Cease all further work, except for such work as the REC may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.</p> <p>ii. Terminate all subcontracts, except those to be assigned to the REC pursuant to paragraph (iv) (b) below</p> <p>iii. Remove all bidder's Equipment from the Site, repatriate the bidder's and its Sub bidders' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition</p> <p>iv. In addition, the bidder, subject to the payment specified hereof, shall</p> <p>a) Deliver to the REC the parts of the Facilities executed by the</p>

Clause	Heading	Description/ Details
		<p>bidder up to the date of termination.</p> <p>b) To the extent legally possible, assign to the REC all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the REC, in any subcontracts concluded between the bidder and its Subcontractors.</p> <p>c) Deliver to the REC all drawings, specifications and other documents prepared by the bidder or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>b. In the event of the termination of the Contract, REC shall pay to the bidder the Price, the Facilities executed by the bidder as of the date of termination. However, no consequential damages shall be payable by the REC to the bidder in the event of termination.</p> <p>c. Termination for bidder's Default-The REC, without prejudice to any other rights or remedies, may terminate immediately, the Contract forthwith in the following circumstances by giving a written notice of termination and its reasons thereof to the bidder:</p> <p>i) If the bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the bidder takes or suffers any other analogous action in consequence of debt.</p> <p>ii) If the bidder assigns or transfers the Contract or any right or interest therein in violation of the provision.</p> <p>iii) If the bidder has</p> <p>a) abandoned or repudiated the Contract.</p> <p>b) without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than 4 (four) weeks after receiving a written instruction from the REC to proceed.</p>

Clause	Heading	Description/ Details
		<p>c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.</p> <p>d) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the contract hereof, at rates of progress that give reasonable assurance to the REC that the Bidder can attain Completion of the Facilities by the Time for Completion.</p>
41.	No Suspension of Work & Risk Purchase	<p>Risk Purchase Clause Notwithstanding what is stated above, it is agreed upon that the bidder will be responsible to REC for implementation of the contract. In case of non-performance of contract by the bidder or the bidder fails to take proper corrective action to perform the contract satisfactorily within a reasonable period as given by REC, REC in addition to levy of liquidated damages, may terminate the contract and award the same to any other party at the risk and cost of the bidder for carrying out the balance work after giving due notice to the bidder. This clause may be invoked during the period of project implementation as well as maintenance period with effect from the date of signing of the contract. The limitation of liability of bidder in case of risk purchase will be to the extent of immediate next higher financial quote(total bid value as per price schedule). The percentage of liability of Risk Purchase will be quantified while placing the letter of award.</p> <p>No suspension of Work The obligations of the REC and the bidder shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract. Subject to the above including the sub-clauses that is pending conciliation or arbitration on any issue between the REC and the bidder, it shall be agreed that the REC shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the REC from the outside agency for the default of the bidder in respect of any item for which such conciliation or arbitration as stated above is pending and the bidder shall jointly and severally be liable to pay such amount or amounts immediately on receipt of such demand from the REC without demur, and in case of the award in such arbitration is given by the arbitrators in favour of</p>

Clause	Heading	Description/ Details
		<p>the bidder, then the amount/s under the award shall be refunded to the bidder , as the case may be by the REC, immediately on receipt of such award, if not challenged in a court of law.</p> <p>If the selected bidder is not able to fulfil its obligations under the contract, which includes non-completion of the work, the REC reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder. However the bidder will continue to offer transition services.</p>
42.	Employee No solicitation	<p>Successful Bidder and REC each agree that during the term a bidder personnel or REC employee is associated with the Services under an Agreement/purchase order/statement of work and for a period of six months after such person ceases to be so associated, neither bidder nor REC shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.</p>
43.	Miscellaneous	<p>a. REC is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential bidders should be aware of the status and environment of REC, and must take particular note that intellectual property rights relating to any services, software, equipment, products and materials acquired for this project are properly observed.</p> <p>b. Alterations, if any in the bid document should be attested properly by the bidder, failing which the bid is liable to be rejected.</p> <p>c. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and REC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.</p> <p>d. The Bidder shall be entirely responsible for all duties, octroi, road permits, license fees, etc., incurred for performance of the services.</p> <p>e. REC reserves the right to inspect the performance of the bidder</p>

Clause	Heading	Description/ Details
		<p>prior to commencement or in between the work progress The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. REC reserves the right to cancel the purchase order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is cancelled then the bidder shall be entitled to receive payments for service rendered by it under the agreement and accepted by REC. Under no circumstances the bidder shall be eligible for any payment or damages from REC.</p> <p>f. In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with REC, should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p> <p>g. The selected bidder automatically agrees with REC for honouring all aspects of fair trade practices in executing the purchase orders placed by REC.</p> <p>h. If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to REC and the obligations with REC taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.</p>
44.	Payment Terms	<p>a) Printing of Annual Reports: Payment will be released within a fortnight after satisfactory completion of work and receipt of bill separately for shareholders version and deluxe version along with the proof of dispatch.</p> <p>b) Dispatch of Annual Reports:</p> <ol style="list-style-type: none"> 1. If opted to dispatch the Annual Report through Franking by P&T: Payment shall be released through DD/BC directly to the P&T Department. The agency shall coordinate with the P&T and Company Secretary Division, REC for payment of dispatch of annual reports. 2. If opted to dispatch the Annual Report through pre-paid license by P&T: REC shall provide all the necessary support to the Printer including the DD/BC to printer for depositing the amount in advance to P&T Department for obtaining pre-paid license. The pre-paid license shall be obtained by the printer from the designated Post Office

Clause	Heading	Description/ Details
		<p>well in advance. Printer shall print the license number issued by the P&T Department at the prominent place on the outer cover on all the annual reports.</p> <p>If the number of annual reports are more than the number of annual reports for which pre-paid license was obtained, the balance copy shall be dispatched through franking by P&T and payment shall be released as per (1) above.</p> <p>c) Dispatch of Notice to AGM and Attendance Slip/Proxy Form:</p> <p>Notice for AGM with explanatory Statement & Attendance Slip/proxy form shall be dispatched compulsory through registered post of P&T department of GOI. Payment shall be released through DD/BC directly to the P&T Department. The agency shall coordinate with the P&T and CS Division of REC for payment for dispatch of Notice of AGM & Attendance slip/proxy form.</p> <p>d) Payment will be made only after completion of scope of work on submission of duly attested completion/ acceptance certificate from the concerned officer-in-charge at REC along with proof of submission of PBG and its verification.</p> <p>e) Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against the contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 including addendums from time to time and any other statutory taxes like GST etc..</p> <p>f) Price shall be deemed to be inclusive of all logistics/ ancillary charges etc.</p> <p>g) All Payments shall be made in Indian Rupees only.</p>
45.	Project Timelines	<p>Time is Essence of contract:- Bidder shall complete the work as per scope of work within in a time bound manner as required/stipulated by REC. In case of delay in services or meeting timelines/deadlines stipulated by REC, apart from imposing penalties as decided by REC the Liquidated Damages shall be levied as mentioned in relevant clause.</p>
46.	Liquidated Damages (LD)	<p>a) Time is Essence of contract:- The successful bidder must adhere to the time limit and ensure timely delivery/services. Failure to supply all or part of the delivery/services on or before</p>

Clause	Heading	Description/ Details
		<p>the stipulated date / deficiency in service will entail a pre-estimated pre-determined liquidated damages equal to 10% of the value of total contract price.</p> <p>b) LD can be recovered from any dues of the bidder and forfeiture of the entire EMD and/or the Security Deposit and/or Performance Guarantee of the defaulting bidder for noncompliance/delay of milestone.</p> <p>b) If in case of non-compliance/ non-delivery of any goods /services as placed by REC & if REC is of the view that the agency is delaying the delivery of the services with lackadaisical attitude and in such cases REC may issue a warning of 10 days in that respect after the lapse of stipulated timeline mentioned in such warning letter may at its liberty to penalize the firm and no payment will be payable of the contract value as awarded.</p> <p>c) Notwithstanding anything above, REC holds the option to cancel the purchase order and forfeit the entire EMD and/or the Security Deposit and/or Performance Guarantee of the defaulting bidder which may include the deposit made against other deliveries and/or purchase orders, if any and thereafter REC has the right to complete the work through alternate source at the risk and cost of the defaulting bidder. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by REC. Also, REC 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.</p>
47.	Facilities extended to Micro & Small Scale Units registered with NSIC	<p>The following facilities are extended to Micro & Small Scale Units registered with National Small Industries Corporation:-</p> <p>a) Issue of Tender Sets free of cost,</p> <p>b) Exemption from payment of Earnest Money</p> <p>c) Waiver of Security deposit up to the monetary limit for which the unit is registered; and</p> <p>d) In case the participating MSMEs quoted price within the band of L1+15% by allowing such MSME to supply upto 20% of the tendered value by bringing down their price to L-1 price. Out of this 20%, minimum 4% shall be purchased from MSMEs owned by SC/ST, the quantity fixed for MSMEs shall be equally</p>

Clause	Heading	Description/ Details
		<p>distributed among them as per the extant guidelines of Govt. of India and policy of REC on the subject.</p> <p>e) Except for procurement of selected categories of Goods and Services that are decided by competent authority, the MSEs and Start-ups [whether MSEs or otherwise] will be exempted from conditions of prior turnover and prior experience subject to meeting of quality and technical specifications</p> <p>f) It is mandatory for MSE bidders to declare their UAM number on CPPP portal failing which such bidders will not be able to enjoy the benefits as per PP policy for MSMEs order,2012</p>

CHAPTER – V

ANNEXURES

BID FORM

(BOTH - ONLINE and HARDCOPY)

(To be submitted on the firm's letter head and signed by an authorized person - Documentary proof authorizing the person by the bidder to be attached)

To

The AGM (PCM)
Rural Electrification Corporation Ltd.
Core-4, SCOPE Complex,
7 Lodhi Road
New Delhi 110 003

Ref: Bid document No.

Dated:

Sir/ Ma'am

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender/IFB/RFQ/RFP etc. documents.

If our bid is accepted, we will submit a Performance Bank Guarantee (PBG), in the form prescribed by REC as per the tender terms and conditions.

The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months. The EMD will be retained by REC till PBG is submitted.

We agree to abide by this bid for a period of One hundred Eighty Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, We declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document.

2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
4. We enclose herewith the complete **Part 1 Eligibility Criteria Bid** as required by you.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
6. Certified that the bidder is a company and the person signing the document is the constituted attorney.
7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of 20__

Signature of Authorised Signatory of

Bidder

Official

Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

ANNEXURE B

UNDERTAKING

(BOTH - ONLINE and HARDCOPY)

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS

Along with TERMS & CONDITIONS

(To be submitted on bidder's letter-head)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing REC requirements at the time of signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the requisite goods & services as and when required and/or asked for by REC, as per the solution and/or requirements, as decided by REC at their discretion.

I/We hereby undertake that I/We understand that the REC reserves the right to float a separate tender for the scope of work and requirements as mentioned in Chapter III of this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the goods & services and undertake to be the single point of contact for REC for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the REC. In case of a failure to comply and/or a variation the REC has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of Sixty days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of REC on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of REC and shall provide the same goods & services as proposed and subsequently approved by REC during contract/ performance period. In case of a default REC can levy liquidated damages on myself/ ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, REC has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Signature of Authorized Signatory
Name of the Signatory
Date
Place
Company Name
Company Seal

**Eligibility Criteria Compliance Form
(BOTH - ONLINE and HARDCOPY)**

Sl. no.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents	Page Number
1.	The Bidder should be operating in India for last 3 years as on Last Date of Bid Submission <i>(Attach valid Certificate of incorporation or commencement of business/Other Statutory Registrations/Copies of Purchase/ Work orders/contracts etc.)</i>			
2.	The Bidder must have executed similar works (Similar work means printing of Annual Reports and dispatching of the same for reputed stock market listed Organizations) during the last 4 financial years ending last day of month previous to the one in which / bids are invited : a) At least Two orders each valuing not less than Rs.23 Lacs; or b) At least One order valuing not less than Rs.36 Lacs <i>(Attach valid copy of purchase/work order/contract with completion certificate/ Contract closure letter from the client/customer and/or Last Invoice with payment proof etc.)</i>			
3.	The Bidder's average annual financial turnover should be at least Rs.32 Lacs (Rupees Thirty Two Lacs Only) during the last four financial years. The turnover should be applicable to bidder entity and not for its group companies/ subsidiary companies/ parent company. <i>(Attach valid copy of audited financial statements/ ITRs/ Copy of Chartered Accountant Certificate etc.)</i>			
4.	The Bidder shall submit valid documentary proof of GST Registration and Income Tax Registration number (PAN). <i>(Attach valid documentary proof in this regard)</i>			
5.	The Bidder must have at least:- e) Four automatic high speed web printing machines including one multi-colour automatic			

Sl. no.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents	Page Number
	<p>high speed web printing machine or two automatic high speed rotogravure web multi-colour printing machines.</p> <p>f) One automatic folding machine.</p> <p>g) One automatic gang/saddle/central stitching machine.</p> <p>h) All required infrastructure like designing software which supports Unicode Encoding (Mangal Font for use in Hindi version), facility of Hindi typing, Hindi typist, etc., for finalization of Hindi Annual Report</p> <p>(Attach Copy of valid Chartered Accountant Certificate on their letter-head duly signed, sealed/ stamped etc.).</p>			
6.	<p>The Bidder should be Forest Stewardship Council (FSC Certified)</p> <p>(Attach Copy of valid FSC Certificate)</p>			
7.	<p>The Bidder must not have been blacklisted by any Government Department/ CPSU/ SPSU/ Banks/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.</p> <p>(Attach Self-declaration by the bidder on its letter-head duly signed, sealed/ stamped).</p>			
8.	<p>The bidder shall be the single point of contact for REC and shall be solely responsible for providing services, support etc.</p> <p>(Attach Self-declaration by the bidder on its letter-head duly signed, sealed/ stamped).</p>			

Signature of Authorized Signatory
Name of the Signatory
Date
Place
Company Name
Company Seal

Annexure D

PROFORMA FOR PERFORMANCE BANK GUARANTEE

**M/s Rural Electrification Corporation Ltd.,
Core 4, Scope Complex, 7
Lodhi Road,
New Delhi – 110003 (INDIA)**

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No. :

In consideration of Rural Electrification Corporation Ltd., having its office at _____ (hereinafter referred to as "REC" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by _____ Bank, on behalf of the contractor in favor of REC is in respect of the Contract/agreement dated _____.

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and REC having agreed that the Supplier shall furnish to REC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say

_____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above

named supplier.

Any such demand made by the REC on the Bank shall be conclusive and binding notwithstanding any difference between the REC and Supplier or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the REC and further agrees that the guarantee herein contained shall continue to be enforceable till the REC discharges this guarantee.

The REC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by Supplier. The REC shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the REC and the Supplier or any other course of or remedy or security available to the REC. The Bank shall not be released of its obligations under these presents by any exercise by the REC of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the REC or any other indulgence shown by the REC or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the REC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that REC may have in relation to the Supplier's liabilities.

This Letter of Guarantee will expire on _____ plus 90 (Ninty) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)

b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 90 days all the rights of REC under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Authorized Signature Seal
of Bank

Annexure E

PROFORMA BANK GUARANTEE (EARNEST MONEY)
(Only when EMD amount is more than Rs. 50,000 /-, if required)

This deed of Guarantee made this _____ day of _____ 20 ____ by
(Name of the Bank) having one of 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 Rural Electrification Corporation Ltd. (A Govt. of India Enterprise) registered under the Companies Act, 1956, having its office at _____ (hereinafter called "REC") which expression shall include its successors and assigns.

WHEREAS REC 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 _____ as contained in the tender.

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

AND WHEREAS, we _____
(Name of the Bank)
have at the request of the tenderer agree to give REC 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 REC during the period of validity as mentioned in the Tender or any extension thereof as REC and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay REC, New Delhi on demand without demur to the extent of Rs. _____ (Rupees _____ Only).

We further agree as follows:-

01. That REC may without affecting this guarantee extend the period of validity of the said Tender or

grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between REC and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by REC of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the REC or any indulgence by REC to the said Tenderer or any other matter or thing whatsoever.

02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to REC in terms thereof.

03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of REC in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ Only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 90 (Ninety) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this 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.

Authorized Signature

Seal of Bank

Price Bid/Financial Schedule

(ONLINE ONLY)

FORMAT-1: FOR PRINTING & DISPATCH OF ANNUAL REPORTS, NOTICE OF AGM & ATTANDANCE SLIP/PROXY FORM

Sl. No	Description	Unit	Approx. Quantity	Unit Price, all-inclusive except GST (in INR)	GST Taxes (in %)	GST Amount on Unit Price (in INR)	Total Price Without GST in (in INR)	Total Price Including GST in (in INR)
			A	B	C	D=(B*C)	E=(A*B)	F=A*(B+D)
A. Annual Reports: Shareholder Version								
1.	Cost for designing, printing, production, lamination, binding etc. of annual reports as per Specifications at 2 (A) of Annexure-G. (excluding cost of paper)	Nos	1,10,200 (including 200 in Hindi)					
2.	Cost of paper for inside 256 pages as per specifications at 2(A) 5(b) of Annexure-G.	Nos	1,10,200					
3.	Cost of paper for the cover pages (4) as per specifications at 2(A) 5(a) of Annexure-G	Nos	1,10,200					
4.	Cost of envelopes and printing as per specifications at 2(B) of Annexure-G	Nos	1,10,200					
5.	Dispatch handling, label printing etc. charges	Nos	1,10,200					
B. Annual Report: Deluxe Version								
6.	Cost for designing, printing, production, lamination, binding	Nos	300 (200 in English & 100 in					

	etc. of Annual Reports as per specifications at 2 (C) of Annexure-G. (excluding cost of paper)		Hindi)					
7.	Cost of paper for inside 256 pages as per specifications at 2 (C) 5(b) of Annexure-G	Nos	300					
8.	Cost of paper for the cover pages(4) as per specification at 2 (C) 5 (a) of Annexure-G	Nos	300					
9.	Cost of envelopes and printing as per specification at 2 (D) of Annexure-G	Nos	300					
C. NOTICE OF AGM & ATTANDANCE SLIP/PROXY FORM								
10	Cost for designing, printing, production, binding etc. of Notice of AGM & Attendance Slips/proxy forms as per Specifications at 2 (E) of Annexure-G. (excluding cost of paper)	Nos	1,10,200					
11	Cost of paper for Notice of AGM and attendance slip/proxy form 10 pages (8+2) as per specifications at 2(E) 4 of Annexure1.	Nos	1,10,200					
12	Cost of envelopes and printing as per specifications at 2(F) of Annexure-G	Nos	1,10,200					
13	Dispatch handling, label printing etc. charges	Nos	1,10,200					
Grand Total (1-13) (in INR)								
Grand Total (1-13) (in Words)								

Note:

1. The pricing should be as per the technical compliances and all envisaged costs in the Financial Bid will be inclusive of all taxes, duties and other charges and shall remain firm for the entire duration of the contract. It will be evaluated on the basis of the sum total of the cost indicated for the above components. In an event of increase or decrease in the number quantity pro-rata costing shall be worked out.
2. Rate should include Octroi or any other statutory levies by any authority to arrive at the landed cost to REC.
3. The above quantities are indicative for evaluation purpose only and are not exhaustive. RECL its offices and/or Subsidiaries reserve the right to place orders as per their requirements in line with terms and conditions and scope of this tender.
4. Prices to be quoted in Indian Rupees only.
5. GST should be exclusives of the Unit price and shall be clearly mentioned as specified.
6. Price shall be deemed to be inclusive of all other charges required for satisfactory completion of work as per scope, timelines & terms & conditions etc.
7. In case of any variation between the price in figures and words (as the case may be), the price in words is considered.
8. In case of unreasonable quotes or free of cost quotes etc. (basically / deliberately intending/ aimed towards halting/ sabotaging the Government Public Procurement process and delay in Implementation of Policies/ Plans etc.) the financial bid is liable to summarily rejected and apart from forfeiture of EMD/ Bank Guarantees etc. the bidder will be liable for blacklisting and the RECL reserves the right to get the work carried out at the risk and cost of such bidder.
9. No reimbursement on account of any additional levies or any other tax (which might not have been included) will be given by REC on any account. In case, however, there is any change in specified statutory taxes/duties at the time of delivery/billing, the same would be payable
10. Bidder should note that RECL will not provide Form "C"/"D". For any additional Gol / State Govt. Taxes/ Duties/ Levies etc. the Bidder shall produce original payment receipts for payments.

FORMAT-2: FOR ADDITIONAL & DIFFERENTIAL CHARGES FOR PRINTING OF ANNUAL REPORTS, NOTICE OF AGM & ATTENDANCE SLIP/PROXY FORM (shall not be considered for financial evaluation of bids)

Sl. No	Description	Unit	Approx. Quantity	Unit Price, all-inclusive except GST (in INR)	GST Taxes %	GST Amount on Unit Price (in INR)	Total Price Without GST in (in INR)	Total Price Including GST in (in INR)
			A	B		C	D=(B*A)	E=A*(B+C)
A. Annual Report: Shareholder Version								
1	Cost of printing and paper ±4 pages	Nos	1,10,200					
B. Annual Report: Deluxe Version								
2	Cost of printing and paper ±4 pages	Nos.	300					
C. Notice Of AGM & Attendance Slip/Proxy Form								
3	Cost of printing and paper + 2 pages	No.	1,10,200					

Note:

- Quantities mentioned above are tentative and rate quoted shall be inclusive of tax and remain fix for ± 20% of total of above quantities. REC reserves its right to place orders as it deem fit for their requirements as per terms and conditions and scope of this tender.
- Prices to be quoted in Indian Rupees only. The pricing should be as per the technical compliances including and all envisaged costs apart from GST. GST should be exclusives of the above cost.
- Price shall be deemed to be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope, timelines & terms & conditions etc.
- The above quoted rates are valid for a period of 90 days from the last date of bid submission.
- Delivery of material shall be as per requirement of REC at Office Address provided by REC along with the order/ delivery orders. No additional freight or any other charges, etc., would be payable for delivery of the booklets of the above places will be.
- All other clauses mentioned at Format-1 above and tender terms and conditions.
- In case of any variation between the price in figures and words (as the case may be), the price in words is considered.

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

Annexure G

PERFORMA FOR SUBMISSION OF TECHNICAL BID

(BOTH - ONLINE and HARDCOPY)

1. BIDDERS DETAILS:

S.No.	Item Description	Details
1	Name of agency	
2	Address	
3	Mobile and Fax	
4	E-Mail address	
5	CST No./Work contract No./Vat No./ GST No.	
6	PAN No.	
7	Contact Persons with address, telephone nos. (Including mobile nos.) and e-mail addresses	

2. SPECIFICATION FOR ANNUAL REPORTS

Sr. No.	Description	Specifications	Compliance (Yes/No)
A. Annual Report- Share Holder Version:			
1	Size	8.25" x 10.50"	
2	No. of pages	256 (Text) + 4 (cover)	

	(Tentative)		
3	Printing process	Quality Web Offset or Rotogravure web printing	
	a) Cover	Four Color	
	b) Inside Pages	Four Color	
4	Designing	Cover page design would be prepared /finalized by REC in-house and a soft copy of the same would be supplied in CD beside a Hard Copy. Design of Inside pages is to be arranged by printer in the back drop of REC annual report for the year 2017-18.	
5	Paper		
	a) Cover	130 GSM 'FSC' certified (i) Rendezvous Natura(Galgo) or (ii) Montblanc white (Sona commercial)	
	b) Inside Pages	52 GSM Ballarpur/AP/West cost	
6	Binding	Centre-Pinning	
7	Lamination	Outer cover in Matt lamination	
B. Envelope: Share Holder Version:			
1	Envelopes	(50 micron poly envelops)	
2	Size	8.35" x 11.00" (flap 2") or Appropriate size to ensure that Annual Report (Shareholders version) properly fits into the envelopes.	
3	Printing	In Hindi and English on front side of the envelopes in single color	
C. Annual Reports: Deluxe Version:			
1	Size	8.25" x 11.75" (International A-4)	
2	No. of pages (Tentative)	256(Text) + 4 (cover)	
3	Printing process	Quality Offset	
	a) Cover	Four Color	
	b) Inside Pages	Four Color	
4	Designing	Cover page design would be prepared /finalized by REC in-house and a soft copy of the same would be supplied in CD beside a Hard Copy. Design of Inside pages is to be arranged by printer in the back	

		drop of REC annual report for the year 2017-18. The FSC certification shall be printed on the back side of the Annual Report.	
5	Paper		
	a) Cover	270 GSM 'FSC' certified (i) Rendezvous super white (Galgo) or (ii) Montblanc Extra White (Sona commercial) Cover will have UV Coating/Shining	
	b) Inside Pages	130 GSM "FSC" certified (i) Rendezvous super white (Galgo) or (ii) Montblanc Extra White (Sona commercial)	
6	Binding	Section sewing, cover creasing and perfect binding	
7	Photographs/Graphs	About 26 (all in mm size – 300 sq. cms.)	
8	Proofing	Epson proofing of photographs / Graphs/Maps/Charts All photographs will have Lamination/aqueous/Gloss Coating)	
D. Envelope: Deluxe Version			
1	Paper	120 GSM Ballarpur Paper	
2	Size	9" x 12.25" (flap 2") Or Appropriate size to ensure that Annual Report (Deluxe version) properly fits into the envelopes.	
3	Printing	In Hindi and English on front side of the envelopes in single color	
E. Notice for AGM & Attendance Slip/Proxy Form			
1	Size	8.25" x 10.50"	
2	No. of pages (Tentative)	8(Notice of AGM) + 2 (Attendance Slip/ Proxy Form)	
3	Printing process	English in single color	
4	Paper	52 GSM Ballarpur/AP/West cost	
5	Binding	Centre-Pinning	
F. Envelope: Notice for AGM & Attendance Slip			
1	Envelopes	Window Paper envelope	
2	Paper	65 GSM Ballarpur/AP/West cost	
3	Size	6.5" x 9.00" (flap 1") Or Appropriate size to ensure that	

		Notice of AGM and Attendance Slip/ Proxy Form properly fits into the envelope with single fold.	
4	Printing	In Hindi and English in single color on the envelope	
G. Specimen of sample of papers proposed to be used as per specifications for shareholders and deluxe version including envelope are to be submitted along with the technical bid affixing the company seal thereon.			

(SIGNATURE OF AUTHORISED SIGNATORY)

SEAL

Bidder Help Manual for E-Bidding

HELP LINE TO VENDORS

CONTACT Persons :

E – Tenderwizard:

Landline:-

1. Help desk No - 011-49424365, twhelpdesk680@gmail.com
2. Sh. Sandeep- 8800496478, twhelpdesk592@gmail.com
3. Sh. Krishna – 8800900127, twhelpdesk551@gmail.com

Step 1 : Registration Process

Website address: www.tenderwizard.com/REC

Click on “TenderFreeView” to see (view and download) all the tender notifications and corrigendum’s.

Click on “Register Me” Hyperlink and get your User Id and Password.

(Certain special chars like ~ ` ' # \$ % & * ! () ; \ / ? " : < > + - { } [] are not allowed in the company id or any key attributes).

Once you fill all the details asked by “Register Me” form and obtain your password, contact


the Office of TenderWizard to enable your User ID. Mail Registration acknowledgement to helpdesk email twhelpdesk680@gmail.com.

After this, vendor can key in their User Id and Password and get successful entry in to t he application. It will take 24 working hours to activate the account.

STEP 2: Participation

Vendor should login with his USER ID and PASSWORD

After Successful entry into the application click on hyperlink “UnApplied” to see the tender. By clicking on hyperlink “UnApplied” you can see the latest tenders which are floated and other details relevant to tender.

On this screen (UnApplied) you will find various gif’s on the left hand side. Click on  “Edit form” gif and see all the documents attached. Please download these documents and go through them.

Once you have gone through the entire tender document and you wish to participate in the

tender click on  “Request Tender Form” gif. And Then click on “Submit”.

Now once you have requested for tender documents click on “In Progress” stage. You can see the

status as “REQUESTED”. Submit your bids.

Note: - will send you forms (Electronic Financial bid & Technical bid sheets) .

You will get excel file “Price Schedule Sheet.xls” along with other documents. Firstly, you need to download this document by clicking on hyperlink “ [Click here to Download Empty Document.](#)” Then Save the file with the same file name

Note:-

- 1) You should not change the file name of any Excel file.
- 2) You should only key in the values in Yellow cells only.

STEP 3

Submission

Vendor should prepare the scanned copy of DD (EMD)

EMD Submission: Click on “[Click here to enter EMD Details and Attach Scanned Copy of](#)

EMD”. Fill all the fields provided in that sheet and press on “Scan” button to attach the scanned copy of the EMD.

Vendor should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on “[Click here to Upload filled File](#)”.

Reminder:

Price Schedule Sheet should be uploaded by using “[Click here to Upload filled File](#) “. All other supporting documents could be uploaded using “[Click here to Attach General Documents](#)” link provided below.

Please don't change the name of the file as system will not accept any other file name.

Steps for uploading the additional documents (supporting documents) to your account .

1. In the left hand menu click on Document Library, general document page will appear
2. Click on upload new file Button for uploading new document, upload sheet will appear
3. Select the file to be uploaded, enter the description and attachment name.
4. Click on Upload file
5. Repeat step 2 and 3 for uploading new files

To change the description and attachment name for the uploaded file use Update existing file button

Note: This is for altering the description and attachment name only

Section 1.02

Section 1.03 Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

1. Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
2. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
3. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)

The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc..) takes place according to this time only.

Note: You will see all the red colored links changing to black color, when you have uploaded.

A) Price Schedule Sheet or price bid

B) EMD details

- i) Once you fill the above documents only then you will able to submit the tender by clicking on the “Submit the Tender Form” button before the tender closing date and time.

STEP 4

Acknowledgement

Once you submit the tender you will get the submitted token number, submitted date and submitted time.

Take the print of that sheet then click on “OK”. Then the status will change to submitted.

STEP 5

OPENING

After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.

To view the opened tenders click on the “Opened/Awarded” link then click on edit form



to view your competitors bid sheets who participated with you and who are not

disqualified.

Note:

If you do not get the submitted status and token number, contact tendering authority well in advance. REC is not responsible for tender's not submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.

If any queries please contact REC Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

REC - PCM