



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

**TENDER NO: REC/PCM/ADMIN/VEHICLE/2018-19/04**

**(ONLY THROUGH E-TENDERING MODE)**

**Invitation for Bid (Open e.Tender) for  
Hiring of Five Number of Vehicles on Operating Lease  
for Four Years at RECL's NCR offices.**

<b>Date of Release of Tender</b>	<b>10<sup>th</sup> May, 2018</b>
<b>Last Date for Submission of Bid</b>	<b>25<sup>th</sup> May, Up to 15.00 Hours (IST)</b>
<b>Pre-bid Meeting</b>	<b>15<sup>th</sup> May, at 11.30 Hours (IST)</b>
<b>Date of Opening of Bid</b>	<b>25<sup>th</sup> May, at 16.00 Hours (IST)</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.1,00,000/- (Rs. One Lakh Only)</b>

**Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi- 110003**  
**Tele. 011-24365161, Fax. 011-24360644, Gram: RECTRIC**  
**Website: www.recindia.nic.in**

**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](http://www.tenderwizard.com/REC) or from e-tender link given in RECL Website, viz, [www.recindia.gov.in](http://www.recindia.gov.in) or From Govt e-procurement portal (CPP) viz, [www.eprocure.gov.in](http://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 RECL 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](http://www.tenderwizard.com/REC) well in advance. Please note that RECL 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**

<b>Tender Reference No.</b>	REC/PCM/ADMIN/VEHICLE/2018-19/04
<b>Work Item Title/ Description</b>	NOTICE INVITING BIDS FOR HIRING FIVE NUMBER OF VEHICLE ON OPERATING LEASE BASIS FOR FOUR YEARS AT RECL'S NCR OFFICES.
<b>Mode of Tendering</b>	Open e-Tendering
<b>Tender Release Date</b>	10 <sup>th</sup> May 2018
<b>Last Bid Submission date</b>	25 <sup>th</sup> May, Up to 15.00 Hours (IST)
<b>Date of Pre-Bid Meeting</b>	15 <sup>th</sup> May, at 11.30 Hours (IST)
<b>Date of Opening of Bid</b>	25 <sup>th</sup> May, at 16.00 Hours (IST)
<b>Price bid opening</b>	To be notified in web portal after completion of technical evaluation. <b>Price bid shall be opened only of technically qualified bidders.</b>
<b>Location of Bid submission/ Opening</b>	Rural Electrification Corporation Limited, Core - IV, Scope Complex, Lodhi Road, New Delhi- 110003, India
<b>Tender Category</b>	Supply
<b>EMD Fee</b>	<b>Rs.1,00,000/- (Rupees One Lakh Only)</b> in form of Demand Draft/Banker's Cheque / Bank Guarantee drawn on a Indian Nationalized Bank in favor of 'Rural Electrification Corporation Limited' payable at New Delhi
<b>EMD Exemption Allowed</b>	Micro, Small and Medium Enterprises (MSME) National Small Industries Corporation Limited (NSIC) Start-Ups etc. As applicable as per prevailing Government of India norms, directives and guidelines.
<b>Bid Validity days</b>	90 days from Bid Opening Date
<b>Duration of Assignment</b>	<b>Four Years</b>
<b>Address of Correspondence/ for Bid Submission:</b>	Shri. Pankaj Gupta, Additional General Manager (PCM), Rural Electrification Corporation Limited, Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003 Tel: 011-43091574/ 43091595 Fax: 011-24360644 e-mail: <a href="mailto:recpcm@recl.in">recpcm@recl.in</a>
<b>Support Team Contact Details:</b>	<b>E – Tenderwizard:</b> Help desk No - 011-49424365, <a href="mailto:twhelpdesk680@gmail.com">twhelpdesk680@gmail.com</a> Sh. Sandeep- 8800496478, <a href="mailto:twhelpdesk592@gmail.com">twhelpdesk592@gmail.com</a> Sh. Krishna – 8800900127, <a href="mailto:twhelpdesk551@gmail.com">twhelpdesk551@gmail.com</a>

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**CHAPTER – I**  
**INTRODUCTION**

**1.1 ABOUT RECL**

Rural Electrification Corporation Ltd. (RECL), was incorporated on July 25, 1969 under the Companies Act 1956. RECL is a “Navratna” Public Sector Enterprise under Ministry of Power, Government of India and is a ‘AAA’ rated Company. RECL has its Corporate Office at Core-4, SCOPE Complex, 7 Lodi Road, New Delhi 110003, and at Core-5, Scope Complex and MTNL Building, Scope Complex, New Delhi. RECL has also 25 Zonal / Project Offices/ Sub-Offices through-out India and one Training institute viz, REC Institute of Power Management & Training at Hyderabad. The detailed office addresses can be obtained from the RECL’s web site [www.recindia.nic.in](http://www.recindia.nic.in).

**CHAPTER – II**  
**DETAILED SCOPE OF WORK**

Sl.	Scope of Work – Description :
1.	The broad scope of work is “HIRING OF FIVE NUMBERS OF CARS ON OPERATING LEASE BASIS FOR FOUR YEARS AT RECL’s NCR OFFICES.”
2.	Period of Supply will be for Four Years from date of acceptance of the deployed vehicle.
3.	Immediate requirement is for Five Number of Vehicle. However, may require 3 to 4 more Vehicle within next Six Months on the similar terms and conditions.
4.	Each Vehicle is expected to run for 1 Lakh KM in 4 years period of deployment.
5.	All vehicle deployment is required in Delhi/NCR region.
6.	Chauffeur and Fuel will be provided by RECL.
7.	Fleet Management Services (FMS) will include (but not restricted to) : a. Onsite Interior dry cleaning at least twice in a year and external polishing once in a year or as and when required. b. Good quality Seat covers, floor mats & mud flaps etc. c. 24 hour on road breakdown/emergency attendance. d. Vehicle Pick up & drop services. e. Repairs and Maintenance needs for keeping Vehicle roadworthy 24X7. f. Tyres and Battery (including replacement as and when required). g. Replacement car of similar make (In case of services, breakdown etc.) h. Comprehensive Vehicle Insurance including protection against all consequential claims, losses, Zero Dep., Engine Cover, Anti-Theft Devices etc. i. Road Tax, Registration charges and other taxes, cess, duties, costs etc. Above to be included in monthly rent only. RECL will not pay anything separately.

**Delivery Schedule/Time line required**

The bidder is required to stick to the agreed upon time-schedule given below:

Sr. No	Milestone	Deliverables (Incremental Days)
1.	Placement of Purchase/ Work Order/ Letter of Intent/ Award	T
2.	Date of acceptance of Purchase/Work Order by the bidder	T1 = T+3
3.	Delivery of Vehicle (3 weeks);	T2 = T1 + 21
4.	On Site warranty/maintenance with replacement support	T2 + 4 Years

**Note:**

- The above specified scope of work is indicative and not exhaustive and the bidder is deemed and obliged to provide all necessary equipment/ infrastructure/ accessories and/or services within the quoted cost for successful implementation/ completion of the entire work scope / project as the case may be.
- Successful bidder shall ensure safe delivery of cars to the satisfaction of RECL within three weeks from the date of issue of LOA at REC Ltd, Core-4, Scope Complex, Lodhi Road, New Delhi. All the cars should be registered in Delhi. REC’s use of cars shall not be interfered with any manner whatsoever by bidder/ Lessor or any person

- claiming directly or indirectly to be the bidder/ Lessor.
- c. REC will have no liability on insurance related claims on account of damages to the cars during use subject to insurance claim being admissible by the insurer as per IRDA norms. The bidders/ Lessor will take only Comprehensive Insurance Policy for Vehicle to be provided to the REC. Minimum additional coverage under 3rd party should include 1) Legal Liability of Driver; 2) Unlimited Personal accident coverage to victim; 3) Cover of Rs.2 lac to the driver; 4) Cover of Rs.2 lac to passengers the extent of seating capacity inclusive of driver.
- d. All running, major and minor repairs and maintenance including tyres & batteries (other than major accident) will be rectified immediately by the bidder/ lessor at the sole risk, responsibility and cost of the bidder/ Lessor. Regarding major accident it will be repaired by Bidder/ Lessor in car manufacture's authorized workshop at the cost and risk of the Bidder/ Lessor subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be sole responsibility of bidder/ Lessor and RECL will have no liability in this regard. RECL shall be immune from the difference between workshop invoice and approved claim received from insurance company. A copy of maintenance schedule to the satisfaction of RECL will be furnished by Bidder/ Lessor along with the deployment of vehicle. Bidder shall also provide accident cover to RECL. All and maintenance and replacement of tyres and batteries shall be as per manufacturer specifications.
- e. The evaluation of bids shall be done only on basis of gross basic monthly lease rental (exclusive of taxes etc.) quoted for the vehicle.
- f. REC shall pay succeeding monthly lease amount through RTGS including taxes as applicable in advance (within 7 working days of presentation of invoice during 1st week of the month).
- g. The lessor shall provide the replacement vehicle within 4 hours of intimation of breakdown, or on the day of known non-availability due to scheduled service, repairs etc. Further, if the replacement vehicle is not provided even within 24 hours from the time of intimation, a penalty @ Rs.3500/- per day per vehicle will be imposed beside the other available legal recourse with in contract.
- h. Immediately after the expiry/ termination/ cessation of the lease period, REC shall return to bidder/ Lessor the following:
1. Delivery: The vehicle at the place where it was originally delivered. It shall be the responsibility of the bidder/ Lessor to repossess physical delivery of that particular vehicle from the place where it was delivered.
  2. Documents: Relevant documents with respect to the vehicle, including registration certificate in original insurance policy.
  3. Keys & Accessories: Keys (Original as well as duplicate) of the vehicle and accessories fitted as original equipment on the vehicle
- i. REC reserves the right to terminate the lease any time prior to the expiry of lease period at its sole discretion giving one month notice to the bidder. In the event the lease period is terminated by REC prior to the completion of the 48 months tenure, REC shall pay to Bidder/ Lessor foreclosure compensation comprising of sums of followings :

1. The Outstanding Loan Principle of the cost of the car for the remaining period of contract from the date of termination. In case of self-financing, the O/s Loan will be worked out considering the car being loan funded from SBI at original point of sale for the 100% on Road cost of vehicle.
  2. Less the sale proceeds of the car. RECL would intimate the intention to surrender the vehicle to the lessor in writing one month advance, on which the Bidder would sell the car in the market at the highest rate (after obtaining at least three quotations). Any surplus would be receivable to RECL.
- j. The successful bidder, at the time of deploying the car, will submit to the satisfaction of RECL, the SBI's amortization schedule of the vehicle loan for the 100% on Road cost of vehicle for the loan tenure of four years at the interest rate as applicable as on date of sale of vehicle. The Invoice confirming the on Road price of vehicle will also be submitted alongside to the satisfaction of RECL.
- k. **The Bid Evaluation shall be based on Quality and Cost based Selection (QCBS) method with following weights.** Criteria for scoring of QCBS is given at Annexure–G. **Regarding scorings, no contest by Bidders will be entertained by RECL:**
- 70% weightage to Technical Score (St) and
  - 30% weightage to Financial Score (Sf).
- Only for those obtaining 60% or more Technical score; the Financial Bid will be opened and evaluated for Combined QCBS Score.**
- l. In case of discrepancy of above conditions with Tender Conditions hereinafter, the above condition shall prevail to the extent they stand in contradiction with the other general conditions else both will apply collectively and harmoniously.



**CHAPTER – III**

**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 are detailed below:

1.	Bidder must be in business of providing similar services <b>at least since last Three years. (Attach Copy of Registration etc.)</b>
2.	Bidder should have average annual financial turnover during the last 3 financial years <b>not less than Rs.80 Lakhs. (Attach copy of audited financial statements/ ITRs/ CA certificate etc.)</b>
3.	Bidder must have successfully completed one order for providing <b>at least 5 nos. of Cars</b> on operating lease basis to any Company/ Organization/ Department etc. during last 3 years. <b>(Attach Copies of Work orders/ contracts/ client certificates etc.)</b>
4.	The Bidder shall submit valid documentary proof of GST and the details of Income Tax Registration number (PAN). <b>(Attach documentary proof in this regard)</b>

**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 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 – 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 RECL 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 &amp; 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	RECL 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 RECL. 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 RECL. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the RECL web site shall be deemed to have been communicated to the prospective bidders and shall be binding on them.
4.	Bid Submission	<p>Bids will be submitted in two parts :</p> <p><b>Part 1: Technical Bid comprising of (Both Online and Hard-copy):</b></p> <ul style="list-style-type: none"> <li>• EMD</li> <li>• Eligibility Criteria Compliance Form</li> <li>• Technical Bid Forms</li> <li>• Technical Specifications Compliance Form</li> <li>• Sealed and signed copy of Tender Document in token of acceptance of all tender terms &amp; conditions.</li> </ul> <p><b>Part 2: Financial Bid (ONLINE ONLY)</b></p>
5.	Preparation of Bid	<p>a. Eligibility &amp; Technical Criteria bid (Part 1) and Financial Bid (Part 2) to be submitted through online mode on website <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a> as well as Hardcopies.</p> <p>b. All enclosures/supporting documents of each Bid including EMD shall be scanned and uploaded while submitting the bids online.</p>

Clause	Heading	Description/ Details
		<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 &amp; address, Bid part Number and name.</p> <p>g. <b>FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY.</b> 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, RECL 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. In case the bidder refuse above request for extension of bid validity, the bid shall be considered as withdrawn and RECL 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 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 RECL. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication by REC.</p>
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 &amp; Terms and Conditions of Tender Document <b>This will be accompanied</b></p>

Clause	Heading	Description/ Details
		<p><b>by duly signed and stamped original tender document deemed to be acceptance of Tender Specifications &amp; Terms and Conditions.</b></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. Compliance and proofs/ white papers with respect to technical specification including MAF from OEM specifically addresses to RECL against this tender.</p> <p>e. If required RECL constituted committees/ representatives can call for a demonstration or testing of the technical compliance.</p> <p>f. The Technical bid prepared by the bidder shall comprise of the following, preferable in the following sequence (Table of Content to be the first page):</p> <p><b>Note:</b></p> <p>a) The bidder should submit photocopies of the documents which are attested either by self/company or by gazette officer or notary public, wherever required.</p> <p>b) Make and model of all systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups.</p> <p>c) It is desirable that the bidder is ISO 9001:2000/ BS 15000/ equivalent or above certified company. Attach documentary proof, if any.</p>
8.	Details of EMD	<p>a) Bid shall be accompanied by an Earnest Money Deposit of <b>Rs.1,00,000/- (Rupees One Lakh only)</b> in the form of Demand Draft / Banker's Cheque from scheduled Bank in favor of 'Rural Electrification Corporation Limited' payable at New Delhi</p> <p>b) Bank Guarantee, Cheque, 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>c) Any Bid submitted without a valid EMD shall be summarily rejected.</p> <p>d) No interest is payable on Earnest Money deposit.</p> <p>e) EMD of unsuccessful bidders shall be released on finalization of the tenders and placement of orders. EMD of successful bidder shall be retained by RECL till</p>

Clause	Heading	Description/ Details
		PBG is submitted as per Tender terms.
9.	Financial Bid (Part 2)	<p>a. The Financial Bid format is given in Annexure – F.</p> <p><b>b. The Financial bid has to be submitted ONLINE ONLY through RECL E-Procurement Portal.</b></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 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).</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 Project period and successful project 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 except for new levy of Taxes, statutory duties etc. 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><b>g. Validity of Rates Post LOA/ Contracts etc.</b></p> <p>1) The initial contract period shall be four years from the date of signing and/or placement of purchase/work order whichever is earlier. Thereafter the contract can be extended for further periods, rates and terms and conditions as decided/agreed on mutual consent of both the parties.</p> <p>2) Service may be required at any location of RECL or their Subsidiary Company in India. All expenses like delivery, installation, support etc. including travel, other logistics etc. for providing such services shall be borne by the selected vendor in this regard and the bidder shall be deemed to have quoted accordingly.</p> <p><b>Note:-</b></p> <p>1. 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.</p> <p>2. The bid shall contain no interlineations, erasures, or</p>

Clause	Heading	Description/ Details
		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	<p>a. The bids complete in all respects should be submitted ONLINE through RECL E-Procurement Portal.</p> <p>b. Hardcopy as detailed above shall be delivered (by post/courier/manually) to the following address latest by the stipulated time &amp; date mentioned in the tender document:</p> <p style="text-align: center;">Sh. Pankaj Gupta Additional General Manager (PCM) Rural Electrification Corporation Limited Core-4, SCOPE Complex 7, Lodhi Road, New Delhi-110003</p> <p>RECL 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: RECL 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 RECL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process</p>
12.	Deadline for submission of Bids	Bids must be received by RECL, both on-line and physical <b>(ONLY Technical BID–Part 1 and also Please Note Price Bid–Part 2 to be Submitted ONLINE ONLY)</b> 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 RECL, the bids will be received up to the appointed time on the next working day and/or the day & time as fixed by RECL. The RECL, 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 RECL 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 RECL after the deadline for submission of bids prescribed by the RECL 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 RECL. The decision of the RECL 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 RECL

Clause	Heading	Description/ Details
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 RECL website viz. <a href="http://www.recindia.nic.in">http://www.recindia.nic.in</a> and no individual communication will be sent. Posting on the website would be deemed as if RECL 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 procurement etc. clarification as determined by RECL at its sole discretion will not be entertained and may not be clarified and/or deliberated.</p>
15.	Bid Opening	<p>a. RECL will open <b>both bids (Part-1 &amp; Part-2)</b> in the presence of bidders' representatives who are present at the date &amp; 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 RECL 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 RECL.</p> <p>b. The bidder's name and price quoted by the bidder, and any other details as RECL may consider appropriate will be read out at the time of opening of financial bids.</p> <p><b>c. All bids especially Financial bid shall be opened on-line only.</b></p>
16.	Evaluation of Bids	<p>1. Evaluation of Bids will be as per Bids (both Part-1 and Part-2) along with required supporting documents as specified in Tender Document.</p> <p>2. RECL 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. RECL reserves the right that If a bid is not substantially responsive, it may be rejected by the RECL without seeking any clarifications.</p> <p><b>The essential criteria of the technical bid evaluation would be as per Annexure-C and scoring arrived as per Annexure-G based on the submissions accepted by</b></p>

Clause	Heading	Description/ Details
		<b>duly constituted Tender Committee of RECL and any decision of RECL in this regard will be final.</b>
17.	Verification of bid documents	RECL 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 RECL 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 RECL 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 RECL may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification as desired by RECL 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 RECL 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 RECL, it should be done in writing.</p> <p>c. Any effort by a Bidder to influence the RECL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECL will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of RECL.</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.	<b>Award Criteria</b>	<b>The award of contract will be based on the highest combined score obtained by the technically eligible and shortlisted bidders as per scoring criteria specified in Annexure-G and not on the basis of being lowest of the quoted Grand Total Price.</b>
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 RECL, if any) will constitute the formation of the Contract till signing of the formal contract agreement.</p>



Clause	Heading	Description/ Details
		c. RECL reserves the right to order any sub-set or super-set of the tendered items.
21.	Signing Agreement of	<p>a. RECL will send Letter of Intent/ Purchase Order / work Order to the successful Bidder;</p> <p>b. Thereafter, RECL will send draft Contract Agreement, if required, incorporating all agreement terms &amp; 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>a) The selected Bidder shall furnish Performance Bank Guarantee to RECL for the value equivalent to one month total of Gross Lease Rental (incl. GST) payable by RECL with validity of <b>4 Years+3 months</b> claims 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) RECL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract as per liquidated damages.</p> <p>d) The PBG shall be in the form of a Bank Guarantee from a Scheduled Commercial Bank having its ranch at NCR Delhi or in the form of a Bank Draft in favor of 'Rural Electrification Corporation Limited' drawn on a scheduled commercial bank, payable at NCR Delhi.</p>
23.	Functional Guarantees	The bidder guarantees that, once the Vehicle is deployed, it ensure the complete solution to the RECL's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract. If the execution/ process/ services fails the Acceptance of RECL, except for Force-Majeure reasons, RECL may consider termination of the Contract, and forfeiture of EMD/invoking of PBG in Compensation for the extra costs and 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 RECL 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</p>

Clause	Heading	Description/ Details
		<p>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 &amp; Abolition) Act, 1970.</p> <p>c. The Bidder shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund &amp; 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 &amp; 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 RECL 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 RECL.</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 RECL 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 Compensation Act,1923 covering all his employees to be deployed for execution of the contract.</p>
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 RECL 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 RECL 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-</p>

Clause	Heading	Description/ Details
		<p>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. RECL 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 Insurance
27.	Accident Injury or to workmen	The RECL 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 RECL, his agents or servants and the Bidder shall indemnify and keep indemnified the RECL 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	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

Clause	Heading	Description/ Details
	Insurance	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	<p>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 RECL and shall provide the copy of the Insurance Policy to RECL from time to time. Insurance to be done till commissioning and acceptance of the equipment by RECL.</p> <p>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 RECL. He shall also carry and maintain any other insurance which may be required by the RECL.</p>
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 RECL. Before starting work Bidder shall consult with RECL'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 RECL'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, RECL. In the event no amicable resolution or settlement is reached between the parties within 30 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, RECL. 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.

Clause	Heading	Description/ Details
32.	Annulment of bidding process and re-tendering	<p>RECL 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 RECL'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 RECL 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 &amp; terms and conditions (i.e. backing out), the further action from RECL apart from forfeiture of EMD/ PBG &amp; Blacklisting of such bidder will be as per prevalent CVC, CAG, Legal dispensations from Hon'ble courts of India irrespective of jurisdictions and Government of India guidelines/ notifications and / or orders</p>
33.	Corrupt or Fraudulent Practices	<p>The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. RECL 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. RECL 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.</p>
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,</p>

Clause	Heading	Description/ Details
		<p>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 RECL.</p> <p>A.2 The RECL'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 RECL.</p> <p>B. Confidential Information</p> <p>B.1 The RECL 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 RECL or the RECL'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>

Clause	Heading	Description/ Details
		<p>B.2 Notwithstanding the above the RECL 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 RECL 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 RECL's prior written consent, use any Confidential Information received from the RECL 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 as stated in sub-clauses (i) and (ii) above of B.2</p> <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</p>

Clause	Heading	Description/ Details
		<p>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 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 RECL 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 RECL or its employees or officers may suffer as a result of any infringement or 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 RECL'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 RECL's Material;</p>



Clause	Heading	Description/ Details
		<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 RECL arising out of the matters referred to in Clause (a), the RECL 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 RECL 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 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 RECL 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 RECL'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 RECL'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 RECL 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	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 RECL

Clause	Heading	Description/ Details
		<p>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 ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than (two) months, RECL 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 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 RECL</p>
40.	Contract Termination	<p>RECL 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. RECL 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 RECL's Convenience-The RECL 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 RECL 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 RECL pursuant to paragraph (iv) (b) below</p>

Clause	Heading	Description/ Details
		<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 RECL the parts of the Facilities executed by the bidder up to the date of termination.</p> <p>b) To the extent legally possible, assign to the RECL 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 RECL, in any subcontracts concluded between the bidder and its Subcontractors.</p> <p>c) Deliver to the RECL 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, RECL 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 RECL to the bidder in the event of termination.</p> <p>c. Termination for bidder's Default-The RECL, 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>

Clause	Heading	Description/ Details
		<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 RECL to proceed.</p> <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 RECL that the Bidder can attain Completion of the Facilities by the Time for Completion.</p>
41.	No Suspension of Work & Risk Purchase	<p><b>Risk Purchase Clause</b> Notwithstanding what is stated above, it is agreed upon that the bidder will be responsible to RECL 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 RECL, RECL 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><b>No suspension of Work</b> The obligations of the RECL 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 RECL and the bidder, it shall be agreed that the RECL shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the RECL 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</p>

Clause	Heading	Description/ Details
		<p>pending and the bidder shall jointly and severally be liable to pay such amount or amounts immediately on receipt of such demand from the RECL without demur, and in case of the award in such arbitration is given by the arbitrators in favour of the bidder, then the amount/s under the award shall be refunded to the bidder , as the case may be by the RECL, immediately on receipt of such award, if not challenged in a court of law.</p> <p>If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, the RECL 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	Successful Bidder and RECL each agree that during the term a bidder personnel or RECL 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 RECL 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.
43.	OLA (Operational level agreement)	Successful bidder has to sign into OLA with other related vendors (either individually or combined), as may be desired and to the satisfaction of RECL.
44.	Compliance of all Prevailing laws of Land	All Bidders/ Successful bidder has to ensure and comply with all Prevailing laws of Land during entire period of tender/ contract respectively. Bidder to bear all expenses required to meet all requirements as per scope of work specified in this Tender. RECL to bear all expenses for any requirement outside the scope of work specified in this Tender.
45.	Miscellaneous	<p>a. RECL 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 RECL, 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</p>

Clause	Heading	Description/ Details
		<p>and documents relating to the bids exchanged by the Bidder and RECL, 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. RECL reserves the right to inspect the performance of the bidder 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. RECL 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 RECL. Under no circumstances the bidder shall be eligible for any payment or damages from RECL.</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 RECL, 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 RECL for honoring all aspects of fair trade practices in executing the purchase orders placed by RECL.</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 RECL and the obligations with RECL taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.</p>
46.	Payment Terms	<p>a) No advance payment will be made.</p> <p>b) Monthly payment for the services rendered during the previous month subject to deduction of liquidated damages (LD) if any, at the end of each month on submission of invoice along supporting document shall be made in Indian Rupees (INR) Only.</p> <p>c) For the purpose of calculation for making payments the following formulae will be used:</p>

Clause	Heading	Description/ Details
		<p>Rent for each equipment per month = Rate per month of respective item X (Number of days equipment's was hired/ Total Number of days in respective month) + Cost of printing in respective month - Liquidated Damages (if any)</p> <p>d) In case liquidated damages are greater than the invoice amount than remaining amount may be deducted from security deposit available with REC for the tender till maximum amount available with REC and no claim on this account will be entertained.</p> <p>e) Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source ) or any other tax as per the prevailing tax structure as amended from time to time.</p> <p>f) No extra cost will be paid for any visit REC Corporate office, Delhi towards travelling, boarding &amp; lodging etc.</p> <p>g) All relevant proof of delivery/installation document duly signed by the concerned officer to be submitted by the vendor for processing payment.</p>
47.	Project Timelines	<p><b>Time is Essence of contract:-</b> Bidder shall complete the work as per scope of work within in a time bound manner as required/stipulated by RECL. In case of delay in services or meeting timelines/deadlines stipulated by RECL, apart from imposing penalties as decided by RECL the Liquidated Damages shall be levied as mentioned in relevant clause.</p>
48.	Liquidated Damages (LD)	<p>1) All payments will be subject to Liquidated Damages (LD) as detailed below:</p> <p>a) in the event of non-supply or non-performance within the stipulated time period of the work order, LD @1% per day (REC working day) subject to maximum of 10% of order value shall be levied, after which REC may cancel the work order and/or contract may be got executed through Third Party at the risk and cost of the bidder.</p> <p>b) In case the supplied specification of the rented Vehicle is inferior to the work order / tender specifications then no rental payment for the said, equipment till the configuration is corrected will be made.</p> <p>c) Any partial week/day shall be treated as a whole week/ day for the calculation of Liquidated Damages.</p> <p>d) Further, if the replacement vehicle is not provided even within 24 hours from the time of intimation, a penalty @ Rs.3500/- per day per vehicle will also be imposed beside the other available legal recourse with in contract.</p> <p>2) Notwithstanding anything above, RECL holds the option to cancel the work order and forfeit the entire EMD and/or the Security Deposit and/or Performance</p>

Clause	Heading	Description/ Details
		Guarantee of the defaulting bidder which may include the deposit made against other deliveries and/or purchase orders, if any and thereafter RECL has the right to complete the pending work through alternate source at the risk and cost of the defaulting bidder.
49.	<b>Special Instructions to Bidders</b>	<p>a) All supplied vehicles should be brand new; 2018 Make and be registered in the name of RECL.</p> <p>b) REC reserves the right to reject any or all bids without assigning any reasons thereof.</p> <p>c) REC reserves the right to increase/decrease the quantity or to award similar contracts to other parties at its sole discretion.</p> <p>d) Conditional bids are liable to be summarily rejected.</p> <p>e) The quoted rates will be valid and will remain firm for a period of 4 years for the deployed vehicle(s)</p> <p>f) No deviations in the tender Clauses/Eligibility-Pre-qualification Criteria/Technical specification Criteria will be accepted. Any violation thereof may lead to rejection of the bid/quotation.</p> <p>g) The quantities indicated are for the initial immediate order only however RECL and/or its subsidiaries reserves the right to order varied quantities of individual line items and to utilize the empanelment for procurement of additional requirements during the empanelment and/or extended period as the case may be.</p>
50.	Facilities extended to Micro & Small Scale Units registered with NSIC	<p>The following facilities are extended to Micro &amp; 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 distributed among them as per the extant guidelines of Govt. of India and policy of RECL 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>



**CHAPTER – V**  
**ANNEXURES**

**Annexure - A**

**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 RECL 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 RECL till PBG is submitted.

We agree to abide by this bid for a period of Ninety 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 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.
5. Certified that the bidder is a company and the person signing the document is the constituted attorney.

6. 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.
7. An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.

Dated this day of 20\_\_

Details of enclosures- Appendix of Undertaking to be provided on stamp paper

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:

**UNDERTAKING**

**(BOTH - ONLINE and HARDCOPY)**

**UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS  
Along with TERMS & CONDITIONS**

**(To be submitted on Rs.100 Stamp paper issued in Delhi duly signed by the authorized signatory of the bidder)**

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 RECL 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 OEM authorization as and when required and/or asked for by RECL, as per the solution and/or requirements, as decided by RECL at their discretion.

I/We hereby undertake that I/We understand that the RECL 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 services and undertake to be the single point of contact for RECL 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 RECL. In case of a failure to comply and/or a variation the RECL 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 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 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 RECL 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 RECL and shall provide the same solution as proposed in the bid document during contract period. In case of a default RECL 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, RECL 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

REC - PCM

**Annexure – C**

**Eligibility Criteria Compliance (Form-A)**

(BOTH - ONLINE and HARDCOPY)

Sl. no.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents	Page Number
1.	Bidder must be in business of providing similar services <b>at least since last three years.</b> <b>(Attach Copy of Registration etc.)</b>			
2.	Bidder should have average annual financial turnover during the last 3 financial years <b>not less than Rs.80 Lakhs.</b> <b>(Attach copy of audited financial statements/ ITRs/ CA certificate etc.)</b>			
3.	Bidder must have successfully completed one order for providing <b>at least 5 nos. of Cars</b> on operating lease basis to any Company/ Organization/ Department etc. during last 3 years. <b>(Attach Copies of Work orders/ contracts/ client certificates etc.)</b>			
4.	The Bidder shall submit valid documentary proof of GST and the details of Income Tax Registration number (PAN). <b>(Attach documentary proof in this regard)</b>			
5.	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. <b>(Self-declaration by bidder).</b>			
6.	The bidder shall nominate & provide all contact details of a Nodal Officer for being the single point of contact for REC and solely responsible for providing bid clarifications, submissions as well as deliverables, services, support etc. <b>(Self-Declaration by bidder)</b>			

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

**Annexure – D**

**Technical Specifications Compliance (Form – B)**

(BOTH - ONLINE and HARDCOPY)

Sl.	Items	Compiled (Yes/No)
<b>A)</b>	<b>Car Model : Toyota Make Corolla Altis 1.8 GL Petrol :</b>	
1.	Car Transmission System	Manual
2.	Vehicle Make to be of 2018 only	
3.	Airbags / Passenger Airbags/Side Airbags	
4.	Seat Belt Warning	
5.	Anti-Lock Braking System (ABS)	
6.	Electronic Brake-force Distribution (EBD)	
7.	Brake Assist (BA)	
8.	Hill Hold Control	
9.	Motorized Outside Rear View Mirrors (ORVMs)	
10.	Turn Indicators On ORVM	
11.	Engine Immobilizer	
12.	Steering mounted control panel	
13.	Adjustable Lumbar Support	
14.	Adjustable Head Rest	
15.	Leather Seat Covers	
16.	GPS Navigation System	
17.	Climate control AC	
18.	Power steering	
19.	All Power windows	
20.	Rear Armrest	
21.	Rear Parking Sensor with camera	
22.	Remote Controlled Boot	
23.	Automatic Headlamps	
24.	Front and Rear Fog Lamps	
25.	Fire Extinguisher	

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

Sl.	Items	Compiled (Yes/No)
<b>B)</b>	<b>Car Model: Maruti Make Ciaz 1.3 Sigma (Hybrid) :</b>	
26.	Car Transmission System	Manual
27.	Vehicle Make to be of 2018 only	
28.	Airbags / Passenger Airbags/Side Airbags	
29.	Seat Belt Warning	
30.	Anti-Lock Braking System (ABS)	
31.	Electronic Brake-force Distribution (EBD)	
32.	Brake Assist (BA)	
33.	Hill Hold Control	
34.	Motorized Outside Rear View Mirrors (ORVMs)	
35.	Turn Indicators On ORVM	
36.	Engine Immobilizer	
37.	Steering mounted control panel	
38.	Adjustable Lumbar Support	
39.	Adjustable Head Rest	
40.	Leather Seat Covers	
41.	GPS Navigation System	
42.	Climate control AC	
43.	Power steering	
44.	All Power windows	
45.	Rear AC vent	
46.	Rear Armrest	
47.	Rear Parking Sensor with camera	
48.	Remote Controlled Boot	
49.	Front and Rear Fog Lamps	
50.	Fire Extinguisher	

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



**Annexure – E**

**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 RECL 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 RECL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

**Annexure - F**

**Financial Bid**  
**(Online Only)**

Sl. No.	Description	Unit (A)	Basic Rate (in Rs.) (B)	GST HSN Code	GST % (C)	GST (in Rs.) (D=B*C)	Total (E=B+D)
<b>A)</b>	<b>Car Model : Toyota Make Corolla Altis 1.8 GL Petrol :</b>						
1.1	Monthly EMI/ Finance Charges for leasing Car as per tender work scope.	Lump sum per Car					
1.2	Monthly Fleet Management Charges (FMS) Charges for above leased Car.	Lump sum per Car					
<b>B)</b>	<b>Car Model: Maruti Make Ciaz 1.3 Sigma (Hybrid) :</b>						
2.1	Monthly EMI/ Finance Charges for leasing Car as per tender work scope.	Lump sum per Car					
2.2	Monthly Fleet Management Charges (FMS) Charges for above leased Car.	Lump sum per Car					
<b>GRAND TOTAL (in Rs.)</b>							
<b>GRAND TOTAL in words (Rupees.....) only</b>							

**Note:**

- Prices quoted are 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 must be quoted separately.
- Quoted Price is inclusive of all other charges (except GST) required for satisfactory completion of work as per scope, specifications, timelines & terms & conditions etc. except for new levy of Taxes, statutory duties etc.
- The above quoted rates are valid for a period of 90 days from the last date of bid submission.
- Costs for both sub-items within one Car category must be quoted otherwise the bid /quotation shall be rejected summarily.
- Provide the sample Invoices along with Technical Bid (Part-1) with dummy figures indicating the various GST rates and HSN Codes in case the above quoted price is not subject to single rate of GST.**
- Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by RECL unless such a tax, duty or levy has been newly introduced and notified by the Govt. post Bid submission date.
- The bidder shall also be deemed to have noted the award/evaluation criteria and all tender conditions and agreed to the same.
- Normally the HSN code & applicable GST rate shall be same in case of all the bids. However in case of difference, the same will be taken as may be ascertained by RECL and will be acceptable to Bidder.
- 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 rejection 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.

**Additional Technical Qualification (Form-B)**

**(BOTH - ONLINE and HARDCOPY)**

1 Company/Bidder Name :							
	Parameter/ Criteria for extra marks	WEIGHT	Proof to be attached for claiming additional points	Particulars to be furnished by Bidder	Values to be furnished by Bidder	Score	
1.1	Company should have at least in last 3 year experience in supplying Leased Vehicles.	Minimum- 5 Maximum- 15 <b>(1 for each additional year)</b>	Certificate of Incorporation/ Registration Certificate/Service Tax Registration Certificate etc.	Year of Incorporation.			
1.2	The Bidder should have minimum average turnover of Rs.80 Lakhs in last 3 Financial Years	Minimum- 5 Maximum- 15 <b>(1 for each additional turnover of Rs.20 Lakhs)</b>	Audited Financial Statements/ ITRs of 2014-15 to FY 2016-17, or CA Certificate (in original).	Average Turnover of last 3 Financial Years			
1.3	If the Bidder have more than 5 leased out Vehicles in its fleet.	Maximum- 10 <b>(1 for each additional 3 leased Vehicles)</b>	Client Certificates / Copy of Vehicle Registrations/ Insurance/others etc.	Number of Leased Vehicles on roll of the Bidder			
2. Similar work orders for Vehicle Leasing :							
2.1	If the Bidder have client orders for deployment of 3 or more Leased Vehicles.	Maximum- 30 <b>(marks for each client offered vehicles between)</b>	Client Certificates <b>Or</b> Copy of Work Orders with proof of successful completion of work/ release of payments etc.	Number of clients offered 3 or more Leased Vehicles			
		3 to 5			2		
		6 to 10			3		
		> 11			5		
2.2	If the Bidder have similar orders from Govt./PSUs	Maximum- 30 <b>(5 for each Govt./ PSUs)</b>		Number of Govt./ PSU clients			

**Bid Evaluation:**

1. The Bid Evaluation shall be based on Quality and Cost based Selection (QCBS) method with
  - 70% weightage to Technical Score (St) and
  - 30% weightage to Financial Score (Sf).
2. The Financial Bid will be opened and evaluated for Combined QCBS Score **Only for those obtaining 60% or more Technical score.**
3. The Technical Score (St) will be the sum of scores awarded based on criteria mentioned in above table.
4. The Financial Score (Sf) shall be awarded as follows :
  - Proposal with the lowest Basic Price (L1) shall be given 100 Financial Score (Sf) points.
  - The Financial Scores of other proposals shall be computed as follows:  
$$Sf = 100 \times Fm / F$$
Where Fm = Basic Price quoted by the Lowest Bidder (L1)  
and F = Basic Price quoted by the respective Bidder
5. Combined Total Score Evaluation – The total combined score shall be obtained by weighting the technical and financial scores and adding them i.e. Total Combined Score (CS) = St x (0.7) + Sf x (0.3)  
For example, if the total Technical Score is 80, Financial Score is 90, then the Total Combined Score (S) works out to  
$$CS = 80 \times 0.7 + 90 \times 0.3 = 83$$
6. Scores will be calculated up to one decimal point only duly rounded off.
7. The successful Bidder shall be the Bidder scoring **highest** Total Combined Score (CS). In the event of tie in CS score, the Bidder with higher Technical Score shall be treated as the Successful Bidder. In case of tie of Technical Score too, then the Bidder with higher Financial Score shall be treated as Successful Bidder.

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

## Annexure - H

### 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](http://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](mailto:twhelpdesk680@gmail.com).


After this, vendor can key in their User Id and Password and get successful entry in to the 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. RECL 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 RECL Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.