Quality Assurance on behalf of REC Ltd. under Quality Assurance Mechanism

INVITATION FOR BIDS
(Domestic Competitive Bidding)

For
Appointment of REC Quality Monitors for the Projects of “Pradhan Mantri Sahaj Bijli Har Ghar Yojana” (SAUBHAGYA)

(THROUGH E-TENDERING MODE)
### Data Sheet

<table>
<thead>
<tr>
<th>Tender Document No.</th>
<th>REC/ PCM/PMD/SAUBHAGYA/2018-19/30</th>
</tr>
</thead>
<tbody>
<tr>
<td>The name of the assignment:</td>
<td>REC Quality Monitoring works for SAUBHAGYA Scheme under Quality Assurance Mechanism.</td>
</tr>
<tr>
<td>The name of the owner is:</td>
<td>Rural Electrification Corporation Ltd.(REC)</td>
</tr>
<tr>
<td>Mode of Tendering</td>
<td>Open (e-tendering)</td>
</tr>
<tr>
<td>The description and the objectives of the assignment:</td>
<td>The scope of works is detailed in Volume-I of IFB (Terms and Conditions of Contract)</td>
</tr>
<tr>
<td>Cost of Tender Document</td>
<td>Nil</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>As per Annexure-IV of Tender Document in the form of Demand Draft in favor of “Rural Electrification Corporation Ltd.”, payable at New Delhi</td>
</tr>
<tr>
<td>Date &amp; Time for start of selling Bid Document</td>
<td>12.09.2018</td>
</tr>
<tr>
<td>Date &amp; Time for pre-bid meeting</td>
<td>17.09.2018 at 11.30 Hrs (IST)</td>
</tr>
<tr>
<td>Last Date &amp; Time for closing of selling of Bid Document</td>
<td>27.09.2018 at 15.00 Hrs (IST)</td>
</tr>
<tr>
<td>Last Date &amp; Time for bids submission</td>
<td>27.09.2018 at 15.00 Hrs (IST)</td>
</tr>
<tr>
<td>Technical Bid opening date and time</td>
<td>27.09.2018 at 15.30 Hrs (IST)</td>
</tr>
<tr>
<td>Price bid opening</td>
<td>To be notified in web portal of REC after completion of Technical Evaluation. <strong>Price Bid shall be submitted only ONLINE.</strong></td>
</tr>
</tbody>
</table>
| Address of Correspondence/ for Bid Submission: | Shri. Pankaj Gupta  
Additional General Manager (PCM)  
Rural Electrification Corporation Limited  
Core-4, SCOPE Complex  
7, Lodhi Road, New Delhi-110003  
Tel: 0114309 1574/1556  
Fax: 011-24360644  
e-mail:recpcm@recl.in |
| Duration of Assignment | 12 Months from date of the issue of Letter of Award |
| Bid Validity period: | 90 days from Bid Opening Date |

*Bid document is available at REC website (www.recindia.com).*
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**Important Notice:**

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.

2. Bids are invited by domestic bidders on e-tender mode wherein Technical Bid shall be submitted through online as well as in hard copy. The price bid shall be submitted through online mode only within the due date and time.

3. The bidder must submit signed and sealed copy of the original tender document as an acceptance of the terms and conditions of TENDER and submit the same along with the tender response. In case of non-compliance the tender is liable to be ignored/ summarily rejected.

4. REC at its discretion, may cancel this tender without assigning any reason(s) whatsoever.

5. The submission and opening of bids will be trough e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in REC Website, viz, http://www.recindia.nic.in.

**Note:**

a) To participate in the e-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with REC through Tender Wizard 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 Tender wizard.

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 Tender Wizard 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 “contacts us”.

c) To aid bidders the detailed bidder manual on submission of E-Bid is attached at Annexure-E to this tender document.

**NOTE:** The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC in advance. Please note that RECL in no way held responsible, if the bidder fails to apply due to non-possession of Digital Signature & non registration etc.
INTRODUCTION

Quality Monitoring works on behalf of REC Ltd. for SAUBHAGYA projects.

Rural Electrification Corporation Ltd. (REC), the nodal agency for implementation of "Pradhan Mantri Sahaj Bijli Har Ghar Yojna (SAUBHAGYA)", a flagship scheme of Govt. of India to achieve universal household electrification in the country invites bids from the prospective domestic bidders for taking up Quality Monitoring works (on behalf of REC) under Quality Assurance Mechanism (QAM) for district based projects in various states.

Bidders are expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform themselves as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. All the bids shall be prepared in line with the instructions given in this Invitation for Bids.
INSTRUCTIONS TO BIDDERS

1. QUALIFYING REQUIREMENTS:

The qualifying requirements for the bidders are given at Annexure-A to the Terms and Conditions (Volume-I). The stated requirements are a minimum and REC reserves the right to request for any additional information and also reserves the right to reject the bid of any Bidder, if in the opinion of REC, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

2. CONTENTS OF BIDDING DOCUMENTS:

The following shall constitute the Bidding Documents.

2.1.1. Invitation for Bids
2.1.2. Terms and conditions of Contract (Vol-I)
2.1.3. Bid Proposal sheets Including the Deviation Schedules (Vol-IA)

3. CLARIFICATIONS ON THE BIDDING DOCUMENTS:

If the prospective Bidder finds discrepancies or omissions, in specifications and documents or is in doubt as to the true meaning of any part, they shall at once make a request, in writing, for an interpretation/clarification, to REC in triplicate. REC, then, will issue interpretation(s) and clarification(s) as it may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit their bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's bid. A prospective Bidder requiring any clarification on Bidding Document may notify REC in writing. REC will respond in writing to any request for such clarification of the Bidding Document which it receives not later than 10 (ten) days prior to the deadline for submission of bids prescribed by REC. Written copies of REC’s response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document. Verbal clarification and information given by REC or its employee(s) or their representative(s) shall not in any way be binding on REC.

4. AMENDMENT TO BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids. REC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Document by issuing amendment(s). The amendment will be notified in writing or by Fax or by e-mail.
to all prospective Bidders, who have received the Bidding Document at the address contained in the letter of request from the Bidders for issue of Bidding Document. REC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Such amendments, clarifications etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

5. **PREPARATION OF BIDS:**

   It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. REC shall not entertain any request for clarifications from the Bidders, regarding such conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bids. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by REC. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by REC, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder. The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and REC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

6. **SCOPE OF THE PROPOSAL:**

   The scope of the proposal shall be on the basis of a single bidder's responsibility, completely covering all the activities specified under the accompanying Technical Specifications in line with the terms and conditions under the bidding documents. The bidders are required to present along with the bid their proposed methodology for execution of the work as per specifications, State-wise resources planned to do the work and details of expertise & facilities including hardware, software available with them.

7. **DEVIATIONS FROM THE BIDDING DOCUMENTS:**

   Unless brought out clearly, the offer from the bidders shall be deemed to conform strictly to bidding documents. All deviations (Technical & Commercial) from the specifications shall be clearly brought out in the schedule of deviations. Any discrepancy between the specification and the bid, unless clearly brought out in the Deviation Schedule along with the cost compensation for withdrawal of such deviation, will not be considered a valid deviation.
8. **BID PRICE:**

Bidders shall quote for the scope of work in Indian Rupees as per bid proposal sheets (BPS). The rates shall be offered for REC Quality Monitors works in each state separately. The bid shall be submitted in the prescribed format of the BPS, furnishing the price quoted state-wise. The details of project costs and the coverage of number of districts/villages are enclosed state-wise for information of the bidders at Annexure-I. The prices quoted by the bidder shall be fixed & firm and no escalation for any reason whatsoever will be allowed except of change in statutory taxes/levies. For the purpose of unit rate for inspection services, electrified villages/un-electrified villages (including habitations) shall be treated at par. These unit rates shall be considered for modification of contract price in case of change in number of villages during the currency of contract.

8.1. The prices shall be quoted and indicated in the BPS shall include inter-alia, all costs such as cost of engaging personnel, cost towards tools, tours & travels, documentation and report preparation that may be required for successful completion of work as per terms & conditions of the contract defined at Volume-I including cost of site arrangement, overhead, insurance, whatsoever, as stipulated in the bidding documents for the total scope of work.

9. **MODIFICATION AND WITHDRAWAL OF BIDS:**

9.1. The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by REC prior to the deadline prescribed for submission of bids.

9.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 14.

9.3. No bid shall be modified subsequent to the deadline for submission of bids.

9.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security/ bid guarantee.

**TAXES & DUTIES:**

The quoted bid price shall be all inclusive except GST/Service tax, whichever is applicable. REC shall pay the GST/Service Tax at prevailing rates (As notified by the Govt. from time to time) along with each invoice. Also, the bidder shall have valid service/GSTIN tax registration and ensure deposit of service tax to the tax authorities.
10. **EARNEST MONEY DEPOSIT (EMD):**

The bid must be accompanied with an earnest money as per Annexure-IV of Bid Document. Bid Guarantee/EMD shall be submitted in the form of crossed Demand Draft/ Bankers Cheque payable at New Delhi and drawn in favour of “Rural Electrification Corporation Limited”, (other mode of payment shall not be accepted). In case of collective value of EMD is upto Rs. 50,000/- only, the Demand Draft/Bankers Cheque shall only be accepted and only for collective value of EMD valuing more than Rs.50,000/- can be accepted in the form of Bank Guarantee. Bids received without Bid Guarantee/EMD shall be rejected. The Bid Guarantee/EMD will be refunded to the successful Bidder, after signing of the Contract Agreement and submission of Contract Performance Guarantee (CPG)/ Bank Guarantee (BG). If the successful bidder failed to fulfill its obligations, the EMD retained as bid security shall be forfeited.

10.1. Any bid not accompanied with the requisite bid guarantee/EMD in a separate sealed cover shall not be opened and shall be returned to the bidder without being opened.

10.2. The Bid Guarantee/EMD submitted by the bidder shall be returned to the unsuccessful bidders without any interest within Sixty (60) days, upon placement of award and singing of contract agreement by the successful bidder.

11. **VALIDITY OF BID:**

The bid quoted by the bidder shall be valid for 90 days.

12. **PRICES AND PRICE ADJUSTMENT:**

12.1. Prices for works covered under the scope shall be furnished by the bidder in the manner specified in the bid proposal sheets, (Volume IA). Bidders shall quote the price State-wise, bidder has to quote for at least 2 States or more, for the complete scope of work as REC quality monitor as stated in terms & conditions of the contract, Volume-I. Bid submitted without covering full state shall be rejected.

12.2. Prices quoted by the bidder shall be firm & fixed during currency of the contract and not subject to variation on any account, whatsoever.

12.3. Bids submitted with an adjustable price quotation will be treated as non-responsive and rejected.
13. **SUBMISSION OF BIDS:**

13.1. The technical bids shall be submitted online on e-tender web portal as well as through hard copies. The bidder shall prepare and submit one Original hard copy of the bid. The price bid has to be submitted through ONLINE mode only.

The bidders shall have to submit a separate price bid (Bid Proposal Sheet) for each State.

13.2. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be signed by the person or persons signing the bid. The entire bid document shall be signed along with company seal/stamp on all pages and should be submitted at the time of bidding.

13.3. The Bidders must submit the qualifying data, as required in a separate envelope sealed and enclosed in the envelope submitting Proposals, super-scribed as under:

"QUALIFYING REQUIREMENTS FOR UNDERTAKING REC QUALITY MONITORING WORKS FOR SAUBHAGYA PROJECTS"

13.4. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or person signing the bid.

13.5. **SUBMISSION OF INSPECTION RATES:** The evaluation of bids would be conducted on the total amount quoted for a particular State. The bidders however shall also quote per material and per village inspection rates as per clause 10.0 in respective State. These rates shall be used for progressive payments, quantity variation and short-closing of the contract.

14. **SIGNING OF THE BIDS:**

14.1. The bid must contain the name, registered office and place of business of the person or persons submitting the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

14.2. Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
14.3. Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person (s) authorized to bid on behalf of such Corporation/Company in the matter.

14.4. Satisfactory evidence of authority of the person-signing on behalf of the Bidder shall be furnished with the bid. Also, copy of power of attorney shall be furnished with the bid.

14.5. The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

14.6. Bids not conforming to the above requirements of signing may be disqualified.

15. **SEALING AND MARKING OF BIDS:**

15.1. The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "Original" and "Copy".

The inner and outer envelopes shall be:

**Shri. Pankaj Gupta**  
**Additional General Manager (PCM)**  
Rural Electrification Corporation Limited  
Core-4, SCOPE Complex  
7, Lodhi Road, New Delhi-110003  
Tel: 011-  
Fax: 011-  
e-mail:

15.2. The envelope should bear the name of work : "PROPOSAL FOR RQM WORKS IN SAUBHAGYA PROJECTS" and the words "DO NOT OPEN BEFORE 27.09.2018 @ 15:30 HRS"

15.3. The bid shall be submitted in two envelopes.  
One envelope should contain:  
  a. EMD draft
b. Integrity Pact (On Non-Judicial Stamp of Rs. 100/-)
c. Acceptance form for participation in Reverse Auction

15.4. Second envelope having Bid Proposal Sheet which should contain:
   a. Technical Qualification Requirements,
   b. Financial Qualification Requirements,
   c. Schedule of deviation Technical,
   d. Schedule of deviation Commercial
   e. Role and Responsibilities of Bidder and
   f. Methodology to be adopted by bidder for execution of works.

15.5. All two envelopes shall indicate the name, address, contact numbers, e-mail id, fax number etc of the bidder. On top of each of the two envelopes, contents of envelope should be mentioned i.e.
   i) First envelope should indicate Earnest Money Deposit, Tender Document Fees, Integrity Pact and acceptance form for participation in Reverse Auction.
   ii) Second envelope should indicate Technical & Financial credentials to enable REC to identify the name of bidder and the contents of envelope.

15.6. The bid shall be returned unopened in case it is declared "late" or "rejected". If the envelope is not sealed and marked as required above, REC will assume no responsibility for the bid’s misplacement or premature opening.

15.7. Price bid shall be submitted through e-tender mode only and shall be uploaded on web portal of tender wizard. Price bid in physical form shall not be accepted at any cost and bidder shall be dis-qualified from participation in the bidding and bids shall be rejected.

16. DEADLINE FOR SUBMISSION OF BIDS & OPENING:

16.1. The Bidders have the option of sending the bid by registered post or submitting the bid in person. Bids submitted by Fax/e-mail will not be accepted. No request from any Bidder to REC for collection of the Proposals from airlines, cargo agents etc. shall be entertained by REC.

16.2. Bids must be received by REC at the address specified under para 17.1, not later than time: 15.00 Hrs.. The bids shall be opened on the same day at time: 15.30 Hrs. in the presence of the participating bidders present on that time.
18.3. 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.

16.3. REC at its discretion may extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of REC and Bidders subject to previous deadline will thereafter be subject to the deadline as extended.

17. **LATE BIDS:**

Any bid received after the time & date fixed or extended for submission of bids prescribed by REC, will be rejected and/or returned unopened to the Bidder. Any request for accepting late submitted bid shall not be entertained by REC. Bidders are to ensure that their bids are submitted before fixed date & time to avoid dis-qualification of bid. As price bid shall be opened through e-bidding process, bidders are requested to plan accordingly to avoid crisis of technical snag at last moment.

18. **OPENING OF BIDS:**

18.1. REC will open bids in the presence of Bidders’ representatives (up to 2 persons) who choose to attend at the date and time for opening of bids. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

18.2. The Bidders' names, total bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as REC, at its discretion, may consider appropriate will be announced during bid opening. No electronic recording devices will be permitted during bid opening.

18.3. **CLARIFICATION OF BIDS:** To assist in the examination, evaluation and comparison of bids, REC may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

19. **PRELIMINARY EXAMINATION:**

19.1. REC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid
security/guarantee deposited shall be forfeited. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, REC shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the contract use the lowest of the prices in these schedules.

19.2. A bid determined as not substantially responsive will be rejected by REC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

20. **EVALUATION AND COMPARISON OF BIDS:**

REC has made arrangements with M/s Tender wizard, who shall be REC’s authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same. M/s Tender wizard shall also arrange to demonstrate / train nominated person(s) of participating bidders, without any cost to you.

20.1. The bids/offers submitted by the bidders, who meet the technical and financial criteria as indicated in the Qualifying Requirements, only will be taken up for evaluation. For evaluation purpose, the total bid price all inclusive except GST/service tax will be considered State-wise. The cost compensations indicated against the deviations both Technical & Commercial shall be considered during the evaluation in order to bring the all offers to a uniform level.

20.2. The award to L-1 bidder shall be considered State-wise on the basis of the most competitive price offered.

20.3. REC reserves the right to assess the ability and capability of the bidder to perform the assignment. In the interest of the project to meet the schedules, in case REC considers necessary, REC may split the job of one state & award the same to two or more bidders (preferably L2, then L3) at the price of L1 evaluated bidder.

20.4. **Evaluation Methodology:** The bid evaluation process shall consist of following three stages:

i. Stage-I (Technical Bid) – During this stage, technical and financial criteria of bidders shall be evaluated. Bids of the bidders not fulfilling the eligibility / pre-qualifying conditions given in tender document may be summarily rejected. The bidders qualified during this stage only shall be eligible for next stage.

ii. Stage-II (Price Bid) – In this stage, the initial price offers of pre-qualified bidders under stage-I shall be opened. Bidders are requested to
exercise utmost caution while entering their unit rates online.

iii. **e-Reverse Auction:**
REC may go for e-Reverse Auction in case the estimated value of procurement of services (for each State) is more than 1 crore (one crore) and the lowest quoted price (for each State) is more than 20% of the estimated value.
### Earnest Money Deposit (EMD)

<table>
<thead>
<tr>
<th>S.No/Col.</th>
<th>State</th>
<th>EMD (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ARUNACHAL PRADESH</td>
<td>50,000/-</td>
</tr>
<tr>
<td>2</td>
<td>ASSAM</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>3</td>
<td>BIHAR</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>4</td>
<td>CHHATTISGARH</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>5</td>
<td>JAMMU &amp; KASHMIR</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>6</td>
<td>JHARKHAND</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>7</td>
<td>KARNATAKA</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>8</td>
<td>MADHYA PRADESH</td>
<td>2,50,000/-</td>
</tr>
<tr>
<td>9</td>
<td>MAHARASHTRA</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>10</td>
<td>MANIPUR</td>
<td>25,000/-</td>
</tr>
<tr>
<td>11</td>
<td>MEGHALAYA</td>
<td>50,000/-</td>
</tr>
<tr>
<td>12</td>
<td>MIZORAM</td>
<td>25,000/-</td>
</tr>
<tr>
<td>13</td>
<td>NAGALAND</td>
<td>25,000/-</td>
</tr>
<tr>
<td>14</td>
<td>ODISHA</td>
<td>2,50,000/-</td>
</tr>
</tbody>
</table>
Note:
1. In case, collective value of EMD is up to Rs. 50,000/- the Demand Draft/Bankers Cheque shall only be accepted and for collective value of EMD valuing more than Rs.50,000/- EMD in the form of Bank Guarantee will be accepted. Bids received without Bid Guarantee/EMD shall be rejected.
2. The bidder should note that in case of bidding for two states and more, the EMD amount should be summed up for respective states and the DD/ Bankers Cheque/ Bank Guarantee should be of Total Summed Up value.

For example, if bidding for the states Assam and Bihar, the EMD amount should be calculated as follows:-

**Total EMD Value = EMD of Assam + EMD of Bihar = 1,00,000 + 1,00,000 = Rs 2,00,000/-**
20.5. **OTHER TERMS & CONDITIONS:**

i. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders.

ii. The Bidder shall not divulge either his Bids or any other exclusive details of REC to any other party.

iii. REC can decide to extend, reschedule or cancel any Auction. If any changes are made by REC after the first posting and the Bidder continues to access the site after that time, it shall be presumed that the bidder has accepted the changes.

iv. REC shall not be responsible for any damages, including damages that result from, but are not limited to negligence. REC will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

v. The bidder has to complete all the formalities in advance with the service provider designated by REC for the subject auction process.

vi. REC reserve the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by REC shall result in summarily rejection of the bid.

vii. Engagement with REC does not confer any right to the agencies to be invited for participating in any bids, tender etc. Floated by REC. REC reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by REC depending upon the profile provided by the agencies and requirement of assignment.

viii. REC reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in part and engage more than one agencies at its sole discretion.

ix. Acceptance of the application(s) constitutes no form of commitment on the part of REC. Furthermore, this acceptance of the application confers neither the right nor an expectation on any application to participate in the proposed project.

x. REC reserves the right to waive off any short falls; accept the whole, accept part of or reject any or all responses to the Tender.
xi. REC reserves the right to call for fresh tenders at any stage and/or time as per the present and/or envisaged REC requirements even if the tender is in evaluation stage.

xii. REC reserves their right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.

xiii. The bidder shall bear all costs associated with the preparation and submission of its response, and REC will in no case be responsible or liable for these costs, regardless of the conductor the outcome of the tender process.

21. **AWARD CRITERIA:**

   21.1. REC will award the Contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. REC shall be the sole judge in this regard. Further, REC reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

   21.2. Prior to the expiration of the period of bid validity and extended validity period, if any, REC will notify the successful Bidder on REC official website.

22. **LETTER OF AWARD:**

   REC along with the notification to the successful Bidder, that its bid has been accepted, will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties. Within 14 days of receipt of the detailed Letter of Award, the successful Bidder shall sign with stamp for unconditional acceptance and date the same and return it to REC.
23. **TRANSFERABILITY OF THE INVITATION FOR BIDS & BID DOCUMENTS:**

   The Bid documents are made available by REC in its company's website. The same can be downloaded for the purpose of preparatory works. However, the bidders are requested to use the authenticated bid documents for submitting their bids.

24. Bidders shall sign and seal all the pages of the bid document along with the Bid Proposal Sheets and submit the same at the time of submitting bid.

25. Pre bid meeting with the prospective bidders is scheduled on **17.09.2018 at REC, Corporate Office, New Delhi.** All prospective bidders are requested to attend the pre-bid meeting. All queries must be submitted by the prospective bidders in writing before **17.09.2018.**
SAUBHAGYA – Quality Monitoring on behalf of REC Ltd.

(Domestic Competitive Bidding)

TERMS AND CONDITIONS OF CONTRACT
TERMS & CONDITIONS OF CONTRACT

1. GENERAL INFORMATION:

1.1. Rural Electrification Corporation Limited (A Govt. of India Enterprise), with its registered Head Office at Core-4, SCOPE Complex, Lodi Road, New Delhi- 110003 (hereinafter referred to as 'REC') is to engage an agency for Quality Monitoring of household electrification works including Rural Electricity Distribution backbone) under the scheme “Pradhan Mantri Sahaj Bijli Har Ghar Yojana (SAUBHAGYA)”.

1.2. The requirements, conditions, stated in this Terms & Conditions of the Contract (Volume-I) & Bid Proposal Sheets including Deviation Schedules (Volume-IA) shall be applicable and shall be considered as if bound together and shall hence forth be referred to as Bidding Documents. In case of any discrepancy between the provisions of this Volume-I and other Volumes/schedules, the provisions of this volume shall prevail.

2. SCOPE OF WORK:

2.1. Single Tier Quality Assurance Mechanism (QAM) is envisaged for the Saubhagya projects as REC Quality Monitors (RQM) on behalf of REC.

2.2. REC Quality Monitors (RQM) to ensure quality of materials procured and shall also verify quality of works carried out under the Saubhagya scheme. RQM shall carry out pre-dispatch inspection of major materials viz., Poles, Conductor, Cables, Transformers, insulators and Energy Meters randomly in one of the lots at the works of the manufacturer. RQM shall also verify quality of works carried out in the Project/District.

2.3. The scope of works are detailed below:

2.3.1 Material Inspection: At least one type of important materials that shall be used for villages’/households’ electrification shall be inspected before dispatch. The inspection/testing/witnessing of acceptance tests of materials shall be carried out by RQM as per approved Technical Specifications/Datasheet/GTP/ Drawings as per latest applicable national & international standards. The important materials which have been identified for pre-dispatch inspection at manufacture premises are: Poles, Conductor, Cables, Transformers, insulators and Energy Meters.

2.3.2 Sampling from field: During the execution of scheme, if at any point of time, it is found that inferior quality of materials have been used by Project Implementing Agency under Saubhagaya without adhering to applicable quality guidelines, RQM/REC officials shall identify the materials from site and a sample shall be sent for testing at any NABL approved test laboratories across the country. All expenditures towards
packing, transport, inspection, testing charges etc. shall be borne by either PIA or REC depending upon rejection or acceptance of materials respectively.

2.3.3 **Villages / Household inspection** are to be done as per approved FQP/Drawings/Technical Specifications/Datasheet/survey report. The villages’/Household inspection that shall be carried out by RQM is as hereunder:

2.3.1.1 Out of the total coverage in a project/district, 5% villages are to be inspected in 2 (two) stages. Stage-I & Stage-II inspections shall cover 2.5% villages respectively.

2.3.1.2 **Stage-I** inspection of RQM shall commence and complete in a project when physical progress of 2.5% to 5% is achieved in a project / district. However, 5 villages in each project/ district shall be inspected by RQM at the very beginning of project execution as soon as the villages are physically completed by PIA. These 5 villages shall be reduced from the overall scope of RQM agency under stage-I inspection.

2.3.1.3 **Stage-II** inspection of RQM shall commence and complete in a project when physical progress of 60% to 70% is achieved in a project/ district.

2.3.1.4 Following works shall be inspected broadly, both in terms of quality & quantity (Bill of Quantity), during the inspections:
   i. 100% HT Lines, LT lines, & Distribution Transformer Substations installed in the village under the project,
   ii. 100% Households connection released (BPL+APL) in the village under the project,

2.4. The inspections shall be carried out & the inspection reports shall be submitted as per the Operational Manual of REC. Further, Quality Manual used in RE-DDUGJY scheme for XI & XII Plan Projects shall be referred as a guidance to perform the inspection qualitatively. Copy of manual is uploaded in REC/DDUGJY Web portal.

2.5. All necessary tools and tackles shall be arranged and transported to sites associated with the above scope of work by the RQM agency at their own cost and expenses. All logistic arrangement shall be arranged by RQM agency on their own cost.

2.6. Insurance such as workman insurance, insurance of tools and tackles or any other insurance more specifically needed as per law shall be arranged by the RQM agency at its own cost and expenses.
2.7. The RQM agency at its own cost shall arrange, secure and maintain all insurance against all perils as may be pertinent to the works and obligatory in terms of laws. The responsibility to maintain adequate insurance coverage at all times during the period of the contract shall be of the contractor alone. The contractor’s failure in this regard shall not relieve him from any of his contractual responsibilities and obligations.

2.8. All costs on account of Insurance liabilities covered under the contract will be on RQM agency account and will be included in Contract Price.

2.9. Anything not specifically stated in various documents forming part of the contract but which are necessary for completion of the works shall be deemed to have been included in the scope. All such materials and components shall be arranged and transported by the RQM agency at its' cost and expenses.

2.10. RQM shall be required to prepare inspection reports, gist of the inspection results, and presentation of outcome of inspection project/state wise in word / Pdf file /PPT for appraisal to REC / MoP as and when required.

3. **SUB-CONTRACTING & ASSOCIATES:** The work either in full or in part, shall not be sub-contracted at any point of time during the currency of the contract. Also, the associates / JVs are not allowed to participate in the bid. The bidder shall necessarily be required to meet the Technical/ Commercial Qualifying Requirements. REC will consider the capability of the bidder only in evaluating the bids for Qualifying Requirements.

4. **CONTRACT PERFORMANCE GUARANTEE (CPG):**

   In the event of an award, the successful Bidder, within 21 days of receipt of the Letter of Award from REC, will be required to arrange submission of the CPG in the form of a Bank Guarantee (BG)/Demand Draft (DD) equivalent to **10% (Ten Percent)** of the contract price. The CPG/BG shall be as per Proforma (will be given to the successful bidder) and initially kept valid upto 3 months period from the date of schedule completion period of contract.

   4.1. The Bank Guarantee will have to be given from the scheduled commercial banks except of Foreign/Gramin/Cooperative banks on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.

   4.2. The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank:

      (a) Full Address
      (b) Branch Code
      (c) Code Nos. of the authorized signatory with full name and designation
      (d) Phone Nos. /Fax Nos./ E-mail address
4.3. In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/LOA issued/placed shall be treated as cancelled forthwith and the bidder shall be debarred / Black listed from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

4.4. The Bank Guarantee shall be enforceable at Delhi.

5. RELEASE OF CONTRACT PERFORMANCE GUARANTEES (CPG):

The CPG submitted by the successful bidder shall be returned within 90 days upon completion of Scope of work, submission of the Final Reports and acceptance of the same by the Head of QA, REC, New Delhi.

6. TERMS OF PAYMENT:

The term of payment is as specified hereunder:

6.1. Progressive payments in a State shall be released Project/District wise. However final Payment shall be released after completion of RQM assignment in the State. Progressive payments shall be released upon completion of visits to manufacturer’s premises for material inspection and for village inspection shall be as follows:

i. Payment terms for Material Inspection at manufacturer premises:

Progressive Payment: Payments towards material inspections shall be made quarterly, on completion of the inspections and submission of satisfactory reports. The amount equivalent to 90% of cost of material inspected (No. of actual material inspected X material inspection price) shall be released.

Final Payment: Balance 10% of the total material inspection price shall be released with the final installment on successful completion of all works in the state.
ii. **Payment terms for Village Inspection:**

1st installment: On completion of the village inspections stipulated in Stage-I i.e. 2.5% villages, as defined at clause 2.3 and submission of satisfactory reports, 90% of the village inspection price for the villages inspected under Stage-I (no. of villages inspected under stage-I X village inspection rate) shall be released.

2nd installment: On completion of the Village inspections stipulated in Stage-I & Stage-II i.e. 5% villages, as defined at clause 2.3 and submission of satisfactory reports, 90% of the village inspection price for the villages inspected under Stage-II (no. of villages inspected under stage-II X village inspection rate) for the project/district shall be released.

Final Installment: Balance 10% of the total village inspection price shall be released with the final installment on successful completion of all works in the state.

Further apart from the above the following will be applicable:

i) In the event of actual number of villages/Materials etc. sanctioned in the project getting modified during the execution of the project, the scope of inspection shall be modified accordingly. For the purpose of modification of contract price, unit prices for inspection of materials/villages as quoted by the bidder in BPS shall be applicable.

ii) For any miscellaneous job/visit as per instructions of officer in-charge of REC, 100% payment shall be released as per the rates applicable in the contract for inspection of villages/Materials, after submission of satisfactory reports, and upon recommendation by the Officer In-Charge and certification by the Head of QA.

6.2. The Officer-In-charge for the Material Inspections shall be Head of QA, REC Corporate Office and Sr. Chief Program Manager / Chief Program Manager of the concerned state for field inspection. All the claims for progressive payments shall be submitted by the RQM agency to the concerned Officer-In-charge of REC.

6.3. REC shall take all necessary measures to release the payment to the RQM agencies within 30 working days from the receipt of proper claim by the Officer-In-Charge. All the payments to the RQM agencies shall be released through electronic transfer. The successful bidder shall have to open and maintain suitable accounts for electronic transfer.
6.4. Statutory deductions like Income Tax, Corporate Tax etc. are deducted at source. Necessary certification shall be issued by REC for the amounts deducted at source. The bidders shall have valid Permanent Account Number issued by Income Tax Authorities.

6.5. Final report should include executive summary of Material / village / household inspection (both Stage-I and Stage-II inspections) which conforms date of inspections, village list and general defects observed in the works under Saubhagaya in the district.

7. WORK SCHEDULE:

REC’s having right to assign only 50% of indicative inspection work to the lowest bidder and Rest other Bidders having lowest to lowest bid quoted for the same State.

The Inspection services shall be provided during manufacturing of the materials and also during the course of site works as advised by the officer in-charge of REC. Schedule completion period of work shall be 12 months from the date of issue of Letter of Award (LoA) or date of notice to proceed (as specifically notified by REC for each inspection contract) whichever is later.

In the event, site works by the main turnkey contractor is getting delayed beyond 12 months, then the contract for the inspection services shall be extended up to 12 months without any cost escalation.

Beyond 24 months of LoA, if the quality monitoring works are to be performed, then the contract shall be extended on mutually agreed terms.

8. DAMAGES FOR NON COMPLIANCE REMEDIES FOR NON-PERFORMANCE AND FRADULAENT PRACTICES:

8.1. No payment is eligible for the unattended inspection calls.

8.2. Non-compliance to the inspection calls or any or all acts that hamper the quality assurance of supplies & execution of works as per the defined quality plans shall be treated as non-performance. REC reserves the right to terminate the contract in case of repeated non-performance (3 times or more) by the RQM agency and encash performance bank guarantee and get the work done at the risk & cost of RQM agency. The officer-in-charge shall have discretion to judge the non-performance and act accordingly.

8.3. For reasons which may include unsatisfactory performance of the Services, false reporting during the currency of the contract, or the agency resorting to unacceptable or unlawful and fraudulent practices either during bidding or during execution of the contract, or for any other reason whatsoever, REC may at its discretion may terminate the Contract and or forbid the agency from participating in any future bidding process for
a specified period of time. A fifteen (15) days prior written notice shall be served to the agency for termination. The balance works shall be executed at the risk and cost of the agency.

9. INTEGRITY OF QUALITY MONITORS:

The personnel engaged by the agency for the Quality Monitoring works on behalf of REC are required to submit the factual status with an unbiased report of site works and material quality. It shall be the responsibility of the agency to ensure that the personnel of highest integrity level are engaged for quality monitoring works. In this regard, the agency shall furnish an affidavit undertaking to REC that personnel engaged do not have any pending vigilance cases or already proven corrupt charges against them in their past career & that there is no doubt on their integrity.

The agency shall obtain necessary affidavit from the personnel engaged, about their integrity/vigilance history/ background. The agency shall submit a copy of the same to the respective Officer-in-charge of REC whenever sought by REC.

Requisite formats for furnishing the affidavit by the agency and Professionals shall be given by REC at the time of placement of Award.

10. INTEGRITY PACT:

The agency has to submit the integrity pact signed and sealed (on non-judicial stamp paper of Rs 100/-) by competent Authority along with the bid. The format of integrity pact is provided in the Bid Document.

11. INSPECTION NOTICES & REPORTS:

The RQMs will take up the inspection of the project as and when advised by the REC Corporate Office /Regional Office. The officer-in-charge of REC shall raise inspection calls, among other things, inspection of material, villages/Household/Habitations through email or fax or letter.

Material Inspection: RQM agency should attend the inspection call on the schedule date as specified by REC. The inspection report, in soft copy (scanned report in pdf), is to be submitted at REC Corporate Office, New Delhi within 3 days after completion of inspection. However, one set of hard copies of the inspection reports of all the materials inspected in respect of any one project/ district of each assigned state to the RQM agency are to be submitted. The name of such project/district shall be intimated by REC during currency of the contract.
Village Inspection: The inspection should be completed within 3 weeks from the date of issue of inspection notice. And inspection report shall be submitted within 30 days from the date of issue of inspection notices. The aforesaid schedule shall be applicable for inspection of maximum 40 villages at a time per week per project.

The reports shall be submitted project-wise i.e. all the villages in a given project shall be completed and their reports should be submitted progressively. The reports shall be submitted at respective state REC Regional Office in soft copy (scanned report in pdf). A copy of the submitted inspection report shall be forwarded to respective Project Implementing Agency (PIA) for compliance. However, one set of hard copies of inspection reports of 5 villages in respect of any one project/district of each assigned state to the RQM agency are to be submitted as when sought by REC. The name of such project/district shall be intimated by REC during currency of the contract. The RQM agency shall also provide soft copy of inspection reports (scanned report in pdf) of the villages in a project to REC Corporate Office, New Delhi.

12. USE OF CONTRACT DOCUMENT AND OTHER INFORMATION:

12.1. Bidder/agency shall keep all the knowledge and information (which is not within the public domain), which may be acquired during the carrying out of this assignment, strictly confidential for all time and for all purpose. All final reports and other documents or software submitted by the bidder in the performance of the Services shall become and remain the property of REC.

12.2. The Contractor shall not without REC's prior written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of REC in connection therewith, to any person other than a person employed by the Contractor 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 the purpose of such performance.

12.3. The Contractor shall not, without REC's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

12.4. The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the REC.

12.5. Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of REC and shall be returned (in all copies) to REC on-completion of the Contractor's performance under the Contract if so required by REC.
13. Bidder/Agency shall keep confidential and shall not, without the consent of REC, which shall not be unreasonably withheld, divulge or part off to any third party any documents, data or other information in connection with this assignment except where such information are of public domain or required under the statute or Law.
14. SETTLEMENT OF DISPUTE AND ARBITRATION:

Except where otherwise provided in the Contract, all the questions and disputes relating to the meaning and instructions under this contract herein before mentioned and as to the quality of work as to any other question, claim, right, matter or thing whatsoever is any way arising out of or relating to the Contract or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator- to be appointed by CMD, REC. The Arbitration proceedings will proceed under Arbitration and Conciliation Act 1996. The award of the sole Arbitrator shall be final, conclusive and binding on both the parties. Notwithstanding anything any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligations under the contract and same shall be carried out strictly in accordance with the terms and conditions of contract. The Venue of arbitration shall be New Delhi. During Arbitration proceedings, neither of the parties will be entitled to interest pendente lite.

15. LAWS & JURISDICTION OF CONTRACT:

The laws applicable to the Contract shall be the laws in force in India. The courts of New Delhi shall have exclusive jurisdiction in all matters arising under the contract.

16. CONTRACTOR’S DEFAULT:

In the event the bidder withdraws or alters his bid within the bid validity period or fails to honor the letter of Award in issued by REC, then the Bid Guarantee submitted shall be forfeited.

Further if the contractor fails to execute the contract, then the contract shall be terminated by REC forfeiting the Performance Bank Guarantee submitted by the contractor.

In the event, Employer (REC) terminates the contract due to contractor’s default, the contractor will be liable to pay to REC for any additional costs incurred for procuring such similar services for the work got done from other agencies on its risk and cost.
17. FORCE MAJEURE

16.1. Force majeure is herein defined as any cause which is beyond the control of the Contractor or REC as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

16.1.1 Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;

16.1.2 Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees and embargoes. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes, along with proof of such occurrences.

16.2. The Agency or REC shall not be liable for delays in performing its obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time at the sole discretion of REC.

18. SUSPENSION OR DELETION OF WORK:

REC reserves the right to suspend or delete the work included in the scope of this contract at any time during the contract period. The decision of the Officer-in-Charge of REC shall be final and binding on this matter. The payment shall be made on pro-rata basis for the work actually done and approved by the Engineer-in-Charge.

19. CONTRACTOR’S MANPOWER, SITE OFFICE, ESTABLISHMENT AND SAFETY:

18.1. Manpower Structure
A dedicated manpower as per following manpower structure shall be deployed by the agency. The number of engineers in each category shall be decided by the agency and would depend upon the volume of work awarded to the agency. The maximum age of the manpower deployed should not be more than 60 years. The experience of the executives in each category shall be as follows:
Project Manager (HO) – A graduate engineer (min. BE / BTech. degree) with Min 15 years of experience in Power sector. The Project Manager shall look after the management of entire assignment entrusted to the agency. He will co-ordinate with REC Headquarter, New Delhi.

Asst. Project Manager (State) – A graduate engineer (min. BE/B.Tech. degree) with Min 10 years of experience in power sector. The assistant project manager (APM) shall look after the management of the assignment at State level. One APM may look after the work of more than one state. He may also conduct field inspections if required. He will co-ordinate with respective REC project offices for smooth performance of the inspections.

Field Engineer – A graduate engineer (min. BE / B.Tech. degree) with Min 2 years or a Diploma Engineer with min. 3 years or an ITI with min 5 years of experience in electricity distribution sector. The field engineer would conduct material/village inspections under the assignment. One field engineer may conduct inspections for more than one district/state, if required.

18.2. Instruments for quality checks: The agency shall arrange for such instruments as required for successful checking of the quality of works. Instruments such as meggar, earth tester, vernier calipers, measuring tape, rodometer, GPS device, DSLR professional camera with proper zooming (minimum 15 Mega Pixel and 4X Zoom) etc. are to be arranged by the agency. The instrument must be calibrated on the day of inspection and calibration certificate should be possessed by operating personal.

20. COORDINATION WITH CONTRACTORS OF IMPLEMENTING AGENCIES

The Agency shall agree to co-ordinate with the Contractors of the Implementing agencies, who are primarily responsible for execution of the works.
21. MANNER OF EXECUTION OF CONTRACT

20.1. REC, after the issue of the Letter of Award to the Agency, will send one copy of the contract agreement to the Contractor for signing. Performa of agreement is enclosed at Annexure -B.

20.2. The agreement, unless otherwise agreed to, shall be signed within 30 days of the issue of the Letter of Award, at the office of REC on a date and time to be mutually agreed. The Agency shall provide for signing of the Contract, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

20.3. The contract agreement will be signed in two originals* and the Contractor shall be provided with one signed original and the rest will be retained by REC.

*on non-judicial stamp paper of Rs. 100/-

22. MID-COURSE REVIEW OF MANPOWER: The manpower deployed by the agency shall be reviewed by REC from time to time. In case the qualification and experience of the manpower deviates from the structure stipulated under section 18.0, penalty as per following provisions shall be strictly applicable:

21.1. Field Engineer: During surveillance check by REC, if it is found that the villages/Material are being inspected by an under-qualified engineer, all such villages/Material, as inspected by that engineer, shall be re-inspected by a qualified engineer without any cost implication and time extension. Further, Rs 1000/- per day shall be deducted against the number of days it takes in re-inspecting and submission of reports for those villages in each case.

21.2. Asst. Project Manager (State): During the manpower review by REC, if it is found that the agency has deployed an under-qualified manpower for Asst. Project Manager(s) at state project offices, an amount of Rs 2,000/- per day shall be deducted against the number of days he has served the company during the course of assignment or from date of appointment (whichever is later) plus number of days it takes to deploy a new qualified person(s) at his place.

23. Surveillance check by REC: REC would cross-check the reports submitted by the agency by randomly inspecting the villages/Households/materisl which has already been inspected by the agency within one month from the receipt of satisfactory report. In case, it is found that the agency has not conducted the inspection properly, a penalty amount equal to five times per village/materials inspection rate applicable to that Project/State shall be imposed.
24. **Foreclosure of the contract**: In case of poor performance by an agency, REC reserves the right to short-close the contract for a part or whole of the contract and award the balance quantities to other agency (ies).

25. **COMPLETION OF CONTRACT**

   Unless otherwise terminated under the provisions of any other relevant clauses, this Contract shall be deemed to have been completed on completion of the Scope of work, submission & acceptance of all the reports, presentation on outcome of reports to the satisfaction of REC/MoP and release of final payments.
26. LIQUIDATED DAMAGES

In the event of the Agency failing to submit the reports within the stipulated timelines (as per clause 11), the following damages shall be applicable:

25.1. In case, the satisfactory material inspection reports submitted after 3rd day from completion of inspection, Rs.1000/- for the each delayed days of submission shall be deducted from the respective bills of the project subject to maximum of five times materials inspection cost.

25.2. In case, the satisfactory village inspection reports submitted after 30th day from the receipt of inspection notice, Rs.1000/- for the each delayed week of submission shall be deducted from the respective bills of the project.

25.3. In case, the satisfactory village inspection reports submitted from 45th day onwards from the receipt of inspection notice, Rs. 1500/- for the each delayed week of submission shall be deducted from the bills.

Total Liquidated Damage for a project shall be limited to total cost of villages given for inspection in any particular stage. Further if the delay is attributed to the reasons beyond the control of contractor, appropriate time delay shall be allowed subject to satisfaction/recommendation of the concerned REC Regional office.

27. QUANTITY VARIATION

REC reserves the right to increase or decrease the quantity of works. Quantity of individual item/works (materials/villages) can be changed to any extent by REC. However, the total contract price shall be limited to (+) 25% (Twenty Five Percent) of the Original Contract price. In case the contract price of the original contract increases beyond the stipulated (+)25%, then the unit rate of the deviating Item/work (village/material inspection) shall be settled mutually. Further, there shall be no ceiling on downward variation of the quantity of any Item/work (village/material inspection). Amendment to Contract shall be issued by REC in the event of variation in the quantities of any Item. Quantity variation can also be effected by adding additional Quantities of existing Items in other States other than those included earlier in LOA on same unit price.

28. STATUROTY REQUIREMENTS

27.1. The agency is liable to extend the benefits as provided under the employee ESI Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition Act), Minimum Wages Act, Motor & Transport Act, Workmen Compensation Act and any other relevant Acts applicable to the establishment. The rates to be quoted shall be inclusive of meeting all such statutory obligations.
27.2. The agency shall also take group insurance for the personnel engaged by him. The rates quoted shall be inclusive of meeting all such statutory obligations and Group Insurance payments.

29. MAN-POWER REPORT

The agency shall also submit to the Officer-in-charge on the first day of every quarter, a manpower report of the previous quarter detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such manpower.

30. Conflict of Interest: Any agency that are already associated as Project Management Agency or executing agency or in any other consultative/inspective role with PIA for Saubhagya of that state need not apply for RQM works for that particular state. Any agency bidding for RQM role in a state should not be involved in any consultative/inspective /PMA role for that state. If at later stage it is found that the agency has hidden the fact of its involvement in consultative/inspective role with that state then the RQM contract shall be terminated with immediate effect. The bidder has to provide a certificate in this effect duly signed and sealed.

31. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in anyway to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.
QUALIFYING REQUIREMENTS

1. QUALIFICATION OF BIDDER:

1.1 State-wise estimated cost of work (Material & village inspections charges) is enclosed with the bid document. Bidders are requested to go through it carefully. Each bidder shall require quoting at least for two or more States. Bidder shall require to intimate REC, in Part I of bidding, the name of state for which he/she is quoting.

1.2 Based on number and name of States for which a bidder is quoting their rates, credentials of bidders shall be examined. Following minimum credentials shall be desirable for considering as technically qualified. Only the price bids of only the technically qualified bidders shall be opened.

a) Financial Criteria:
Average financial turnover during the last 4 years ending 31st March 2018, should be at least the cumulative amount (as defined in the below table) of two or more states quoted by agency

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>State</th>
<th>Required minimum Financial Turnover (Rs.)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>ARUNACHAL PRADESH</td>
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</tr>
<tr>
<td>20</td>
<td>WEST BENGAL</td>
<td>6583808</td>
</tr>
</tbody>
</table>

**Note:**
The Average financial turnover should be summed up for respective states as follows:

For example, If bidding for the states Uttarakhand, Uttar Pradesh and West Bengal, the Average financial turnover amount should be calculated as follows:

**Total Avg. Financial Turnover Value** = Turnover of Tripura + Turnover of Uttarakhand + Turnover of Uttar Pradesh + Turnover of West Bengal i.e. 683984 + 1909089 + 18027940 + 6583808 = Rs.2,72,04,821 /-.
b) **Technical Requirement**:

Experience of Electrical project execution and/or quality control consultancy and/or quality inspection works during last 4 years ending last day of the month previous to the one in which applications are invited should be either of the following in electrical sub-transmission and distribution sector. "Bidders having work experience for successfully executed the relevant works with the Central or State Government(s)/ CPSU(s)/ PSU(s)/ State Discom(s) shall only be considered eligible”.

(i) Experience in **single completed work** of projects execution and/or quality control consultancy and/or quality inspection in electrical sub-transmission and distribution sector costing not less than the cumulative amount (as defined in the below table) of two or more states as quoted by agency.

Or

(ii) Experience in **two completed works** of projects execution and/or quality control consultancy and/or quality inspection in electrical sub-transmission and distribution sector each costing not less than the cumulative amount (as defined in the below table) of two or more states as quoted by agency.

Or

(iii) Experience in **three completed work** of projects execution and/or quality control consultancy and/or quality inspection in electrical sub-transmission and distribution sector each costing not less than the cumulative amount (as defined in the below table) of two or more states as quoted by agency.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>State</th>
<th>Single Completed Order Minimum Value in Rupees</th>
<th>Two Completed Order each of Minimum Value in Rupees</th>
<th>Three Completed Order each of Minimum Value in Rupees</th>
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<td>Sl. No.</td>
<td>State</td>
<td>Single Completed Order Minimum Value in Rupees</td>
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</table>

**Note:**

1. The bidder should note that the work order cited for the one state, cannot be used for other state, i.e., the bidder have to give the unique work order for each of state quoted for. However, if the collective value of cited order is more than the collective value of minimum value of works completed for the states quoted for, the same may please be explicitly indicated and thus can be considered collectively for such states at the sole discretion of REC.

2. The Quantities for Inspection Work mentioned in the Price Bid Form are tentative only. Further, REC reserves its right to assign only 50% of the indicated inspection work to the lowest bidder and rest 50% to other Bidders as may be deemed fit by REC.

3. The cost of supply portion shall not be considered for QR.

4. Overseas experience shall not be considered for QR

5. Bidders are advised to indicate the cost of Supply & Erection separately.

1.3 The bidder shall furnish following documents/details with its bid:

- Documentary evidence/certificates as a proof of meeting the QR.
- Company Registration certificate as per company’s act 1956 or 2013.
- The complete annual reports together with audited statements of accounts of the firm company for last four years (separate), immediately preceding the date of submission of bid.
- The bidder shall be required to submit completion certificate, issued by the owner for whom he has successfully completed the works, in support of above credentials.

1.4 Bidders who do not meet the above criteria shall not be evaluated further in the bidding process. REC shall on its own discretion, shall cross check the credentials of the bidder. A Bidder shall be disqualified if it is determined by REC at any stage/bidding process that bidder has made misleading or false representation in form, statements and attachments in the proof of the qualification requirements, performance related credentials.

The bidder shall also be disqualified if it fails to continue to satisfy the qualifying criteria during any stage of evaluation process. Supplementary information or documentation regarding qualifications may be sought from the bidders at any time and must be so provided within a reasonable time frame as stipulated by the client.

1.5 LITIGATION HISTORY:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it for the last 5 years. A consistent history involving litigation against the bidder may result in rejection of Bid.

1.6 Bidder should not be black-listed by any Central / State Govt. organization, PSU etc. An undertaking in this regard shall be submitted by the bidder.

1.7 **Bidding for two or more states:** Bids shall be evaluated for each State separately and accordingly **letters of award shall be issued**. However an agency shall require quoting at least for two States. However, if a bidder is quoting for 2 or more than 2 states, then requirement under pre-qualifying criterion shall be judged considering sum of scope of quoted states together.

1.8 Any agency that are already associated as Project Management Agency or executing agency or in any other consultative/inspective role with PIA for Saubhagya of that state need not apply for RQM works for that particular state. Any agency bidding for RQM role in a state should not be involved in any consultative/inspective /PMA role for that state. If at later stage it is found that the agency has hidden the fact of its involvement in consultative/inspective role with that state then the RQM contract shall be terminated with immediate effect. **The bidder has to provide a certificate in this effect duly signed and sealed.**

1.9 Reference of Quality Manual: The inspections shall be carried out taking FQP and MQP documents of Quality Manual and Technical Specification, Construction drawing associated with the turn-key contract of each project associated.
ANNEXURE-B to Volume-I

PROFORMA OF 'AGREEMENT' (for single bidder only)
(To be executed on non-judicial stamp paper)

This Contract Agreement is made at New Delhi on the ______ day of the ______ year between Rural Electrification Corporation Ltd. a Company incorporated under the Companies Act, 1956, having its registered office at Core-4, Scope Complex, No. 7, Lodhi Road, New Delhi-110003 (hereinafter referred to as ‘REC’ or ‘Employer’ which expression shall include its administrators, executors, their legal representatives, successors and assigns) of the One Part

AND

______________________, having its registered office at ________________________ (hereinafter referred to as ‘Agency’ or ‘RQM’ (REC Quality Monitor) or ‘Contractor’, which expression shall include its executors, administrators, their legal representatives, successors and assigns) of the Other Part

WHEREAS

i. M/s Rural Electrification Corporation Ltd, New Delhi had received bids from your Agency in response to the Tender Document No. ………………… for engagement of REC Quality Monitors (RQM) for the inspection in Pradhan Mantri Sahaj Bijli Har Ghar Yojana (SAUBHAGYA) Projects. REC had examined and evaluated the bids and subsequently, accepted the Technical and Financial bids submitted by your Agency for the subject assignment which were opened on …………… & Price bid was opened on …………… and thereafter, issued Letter of Intent (LoI) vide Ref. No …………… dated …………

ii. The Agency had mentioned in the bid proposals that it has the required professional skills, personnel and other required technical resources to execute the RQM assignments in a professional manner.

iii. Award of Contract: REC had issued LoA vide letter No. ____________ dated ________ to M/s ________________ (the agency) and appointed this agency as ‘REC Quality Monitor’ for quality inspection for SAUBHAGYA Projects which had also been acknowledged by duly signing under the seal of the Agency’s office on each and every page of LoA. The said LoA dated …………… shall form basis and integral part of this contract.

iv. It is further agreed by the Agency that the Contract Performance Guarantee (CPG) shall in no way be construed to limit or restrict the REC’s right to recover the damages/compensation due to short-fall in services or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deductions from the Contract price, Contract Performance Guarantee and/or otherwise. The Contract Performance Guarantee furnished by the Contractor is unconditional & irrevocable and the REC shall have the powers to encash it notwithstanding any dispute or difference between the REC and the Contractor pending "before any court tribunal, arbitrator or any other authority."
NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:

1. CONTRACT

The contract shall be performed strictly as per the terms and conditions stipulated herein in the contract document (herein after collectively referred to as ‘Contract’) and the Contract document shall mean:

i. The Tender Document No. ………… for engagement of REC Quality Monitors of SAUBHAGYA projects for which NIT was issued on ……….

ii. Contractor’s proposal including its clarifications and amendments, if any received, and clarifications issued after pre-bid discussions held between REC and the Agency on ……….

iii. LoI issued to the Agency by REC vide Ref. No. ………. dated ……….

iv. LoA issued to the Agency by REC vide letter No. ________________________ dated __________ and its subsequent amendment(s), if any.

2. CONDITIONS AND COVENANTS

i. The scope of services under the contract shall be quality inspections of SAUBHAGYA Projects under Quality Control Mechanism in the State(s) of ______________________________________ (name of state), to be performed by the Agency as per terms of the LoA attached herewith and as directed by the Head of QA of REC.

ii. The scope of works under the contract as specified above, Consideration, Terms of Payment, Quantity Variation, Contract Performance Security, Taxes, Duties, Levies etc. wherever applicable, Insurance, Agreed Time Schedule, Liquidated Damages/Compensations for delay and all other Terms and Conditions are contained in the contract and the contract shall be duly performed by the Agency strictly and faithfully in accordance with the Terms and Conditions of this Contract.

iii. The scope of services shall also include all such items which are not specifically mentioned in the contract but which are necessary for the satisfactory completion of entire scope of services envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.

iv. The progress of work shall conform to the agreed work schedule between REC and the Agency. The same is detailed in the LoA.
v. This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency repugnance to the terms and conditions contained in the Contract Agreement. Any modification of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.

vi. Time schedule shall be strictly adhered to by the Agency in its delivery of works.

3. The total contract price for the entire scope of this contract, as detailed in clause … of LoA, is Rs ______________ (Rupees __________________only) as per the scope of works, other conditions and the terms of payments as governed under the LoA.

4. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relationship of Principal and Agent as between REC and the Agency. The Agency, subject to this Contract, has complete charge of Personnel performing the services and shall be fully responsible for the services performed by them on his behalf. The Agency will be exclusively liable to pay salary to its employees.

5. MEASURES TO BE TAKEN BY REC

i. REC may terminate the Contract if it comes to know at any point of time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Agency having taken timely and appropriate action satisfactory to REC to remedy the situation after receipt of Notice.

ii. REC after issue of Show Cause Notice to Agency may also sanction against the Agency, declaring the Agency ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any REC financed Contract.

6. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.1 INSPECTION NOTICES AND REPORTS:

Inspection notices and reports shall be governed as per clause …. of LoA.
6.2 ENTIRE AGREEMENT:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

6.3 MODIFICATIONS OR VARIATIONS:

i. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.

ii. In cases of substantial modifications or variations, a supplementary Agreement between REC and Agency is required.

6.4 FORCE MAJEURE

6.4.1 DEFINITION

a. For the purposes of this Contract, ‘Force Majeure’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Agencies or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost persistent effort in carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
6.4.2 **NO BREACH OF CONTRACT**: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all measures, with the objective of carrying out the terms and conditions of this Contract.

6.4.3 **MEASURES TO BE TAKEN:**

a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency upon instructions by REC shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case REC on being satisfied shall continue to pay proportionately to the Agency and on prorata basis, under the terms of this Contract.

e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 12 hereunder.

6.5 **SUSPENSION**: REC may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.
6.6 TERMINATION:

6.6.1 BY REC: REC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

   a. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by REC, within thirty (30) days of receipt of such notice or within such further period as REC may have subsequently approved in writing.

   b. If the Agency becomes (or, if the Agency consists of more than one entity, if any of its Members becomes) insolvent or goes into compulsory liquidation.

   c. If the Agency, in the judgment of REC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

   d. If the Agency submits to REC a false statement which has a material effect on the rights, obligations or interests of REC.

   e. If the Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to REC.

   f. If the Agency fails to provide the quality services as envisaged under this Contract. The Head of Quality Assurance Division, REC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. He may decide to give one chance to the Agency to improve the quality of the services.

   g. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

   h. In case of poor performance by an agency, REC reserves the right to terminate the contract for a part or whole of the contract and award the balance quantities to other agency (ies). Poor performance of the agency shall be measured based in the event of any one of following:

      - Delay in start of inspection
      - Delay in submission of report
      - Delay in deployment of manpower
      - Deployment of manpower which do not have requisite qualification, experience etc.

   Repeated occurrence of 3 times in any of these four instances shall justify reason for termination of the contract.

   i. If REC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
In such an occurrence, REC shall give not less than thirty (30) days’ written advance notice before terminating the Contract of Agencies, and sixty (60) days’ in case of the event referred to in (g) and 100 (hundred) days in case it does not pay the Award amount as per Award against it passed by arbitration.

6.6.2 **BY THE AGENCY:** The Agency may terminate this Contract, by not less than thirty (30) days’ written notice to REC, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause 6.6.2.

(a) If REC fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 12 hereof, within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

(b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If REC fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 12.2 hereof.

(d) If REC is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by REC of the Agency’s notice specifying such breach.

6.6.3 **CESSATION OF RIGHTS AND OBLIGATIONS:** Upon termination of this Contract pursuant to Clauses 6.1 or 6.6 hereof, or upon expiration of this Contract pursuant to Clause 6.2 thereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 7.3 hereof, (iii) the Agency’s obligation to pay Damages or Liquidated Damages permit inspection, coping and auditing of their accounts and records as set forth in Clause 7.6 hereof, and (iv) any right which a Party may have under the Law.

6.6.4 **CESSATION OF SERVICES:** Upon termination of this Contract by notice of either party to the other pursuant to clause 6.6.1 or 6.6.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close and vacate the premises of REC in a prompt and orderly manner. With respect to documents passed by the Agency and equipment and materials furnished by REC, The Agency shall proceed as provided, respectively by clauses 7.7 hereof.

6.6.5 **PAYMENT UPON TERMINATION:** Upon termination of this Contract pursuant to clauses 6.6.1 and 6.6.2 hereof, REC shall make the following payments to the Agency:

(a) If the Agreement is terminated pursuant to clause 6.6.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the Contract. However; REC may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to REC. Under such circumstances, upon termination, REC may also impose liquidated damages as per the provision of clause 13 hereof. The Agency shall be required to pay any such liquidated damages and compensations as permissible under Contract Act to REC within 30(Thirty) days of termination date.
(b) In the event of termination under clause 6.6.1 (g) to (i), the payment schedule as specified in this Contract shall not apply and the costs of work delivered by the Agency and the cost of demobilization of Agency teams will be mutually decided and paid by REC to Agency.

6.6.6 DISPUTES ABOUT EVENTS OF TERMINATION: If either party disputes whether an event specified in paragraphs (a) through (h) of clause 6.6.1 or in clause 6.6.2 hereof has occurred, such party may, if it chosen within 45(Forty five) days after receipt of notice of termination from the other party, may seek settlement under clause 12 hereof.

7 OBLIGATIONS OF THE AGENCY

7.1 STANDARD OF PERFORMANCE: The Agency shall perform the Services and carry out their obligations hereunder with all due, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to REC, and shall at all times support and safeguard REC’s legitimate interests in any dealings with Sub-Agencies or Third Parties.

7.2 CONFLICT OF INTERESTS: The Agency shall hold REC interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to REC and seek its instructions for compliance.

7.3 PROHIBITION OF CONFLICTING ACTIVITIES: The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

7.4 CONFIDENTIALITY: Except with the prior written consent of REC, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

7.5 STATUTORY REQUIREMENTS BY THE AGENCY:

7.5.1 The contractor is liable to extend the benefits as provided under the employee ESI Act, Payment of Wages Act, Payment of Bonus Act. Contract Labour (Regulation & Abolition Act), Minimum Wages Act, Motor &Transport Act, Workmen Compensation Act and any other relevant Acts applicable to the establishment. The Contract amount shall be inclusive of meeting all such statutory obligations.

7.5.2 The contractor shall also take group insurance for the personnel engaged by him. The contract amount shall be inclusive of meeting all such statutory obligations and Group Insurance payments.
7.6 **AGENCY’S ACTIONS REQUIRING REC’S PRIOR APPROVAL:** The Agency shall obtain REC’s prior approval in writing before making any change in the manpower/schedule initially submitted by the agency to REC and approved by REC.

7.7 **REPORTING OBLIGATIONS:** The Agency shall submit to REC/PIA the reports and documents within the stipulated time period.

7.8 **USE OF CONTRACT DOCUMENT AND OTHER INFORMATION:**

7.8.1 Bidder/Agency shall keep all the knowledge and information (which is not within the public domain), which may be acquired during the carrying out of this assignment, strictly confidential for all time and for all purpose. All final reports and other documents or software submitted by the bidder in the performance of the Services shall become and remain the property of REC.

7.8.2 The Agency shall not without REC’s prior written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of REC in connection therewith, to any person other than a person employed by the Contractor 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 the purpose of such performance.

7.8.3 The Agency shall not, without REC’s prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

7.8.4 The Agency shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the REC.

7.8.5 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of REC and shall be returned (in all copies) to REC on completion of the Contractor’s performance under the Contract if so required by REC.

7.8.6 Bidder/Contractor shall keep confidential and shall not, without the consent of REC, which shall not be unreasonably withheld, divulge or part off to any third party any documents, data or other information in connection with this assignment except where such information are of public domain or required under the statute or Law.
8. **AGENCIES’ PERSONNEL**

8.1 The Agency shall employ and provide at its own cost such qualified and experienced Personnel on payroll of the company as mentioned in clause ….. Of Letter of Award.

8.2 The Agency shall establish a site Office and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction or e-mail of REC or his duly authorized representative, shall be communicated to the said authorized resident representative of the Agency and the same shall be deemed to have been communicated to the Agency at his legal address. The Agency shall provide suitable communication facilities (mobile phones etc.) to all his engineers. In order to meet extensive travel needs, the Agency shall ensure vehicles to all his engineers for effective working. The vehicles engaged by the Agency shall be covered under comprehensive insurance. The Agency shall provide the necessary safety gadgets (like electrical safety shoes, gloves, helmets, belts etc. as per requirement) to the staff engaged by him for inspection services.

9. **OBLIGATIONS OF REC**

9.1 **ASSISTANCE AND EXEMPTIONS:** Unless otherwise specified, REC shall use its best efforts to ensure that the appropriate Government/Institution/Utility shall:

(a) Provide the Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency or Personnel to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the Agency and Personnel any such other assistance to facilitate performance of the Contract in line with the terms of LoA.

9.2 **CHANGE IN THE APPLICABLE LAW RELATED TO TAXES AND DUTIES:** If, after the date of this Contract, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 10.1. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.
10. PAYMENTS TO THE AGENCY

10.1 TOTAL COST OF THE SERVICES:
   a. The total cost of the Services payable as per the Agency’s proposal to REC and as negotiated thereafter shall be (INR) Rs ___________ (Rupees ______________ Only)
   b. Except as may be otherwise agreed under Clause 10.1(c), payments under this Contract shall not exceed the amount specified in the contract.
   c. Notwithstanding Clause 10.1(b) hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures and the ceiling or ceilings, as the case may be, set forth in Clause 10.1(b) above shall be increased by the amount or amounts, as the case may be for any such additional payments.

10.2 CURRENCY OF PAYMENT: All payments shall be made in Indian Rupees.

10.3 TERMS OF PAYMENT: The payments in respect of the Services shall be as per clause ….. of LoA.

10.4 If the deliverables submitted by the Agency are not acceptable to REC, reasons for such non-acceptance should be recorded in writing; REC shall not release the payment due to the Agency. This is without prejudice to REC’s right to levy any liquidated damages under clause …. of LoA. In such case, the payment will be released to the Agency only after it re-submits the deliverables and which is accepted by REC.

10.5 All payments under this Contract shall be made to the accounts of the Agency.

10.6 With the exception of the final payment under 10.1 (c) above, payments made to Agency do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by REC to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of REC communicated to the Agency.

10.7 In case of earlier termination of the Contract, the payment shall be made to the Agency as mentioned herewith:

   (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. REC shall be entitled to adjust/ recover Damages/ Compensation and Liquidated Damages due under the Contract.
11 FAIRNESS AND GOOD FAITH

11.1 GOOD FAITH: The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

11.2 OPERATION OF THE CONTRACT: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with Clause 12 hereof.

12 SETTLEMENT OF DISPUTES

12.1 AMICABLE SETTLEMENT: Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 12.2 shall become applicable.

12.2 ARBITRATION:

A party wishing to commence arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. The dispute shall be referred to arbitration of an Sole Arbitrator to be appointed by Chairman REC. Parties agree that REC can appoint the arbitrator who is an employee of REC. It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of REC or is a retired employee of REC. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo. It is a term of the Contract that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. There shall be no suspension of work on account of arbitration provided that the obligations of the REC and the contractor shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed by the arbitrator from time to time. The Arbitration shall be held at the place from where the contract has been awarded. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
12.3 The jurisdiction of the arbitration proceedings shall be New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

12.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by REC and the Agency. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

12.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/obligation under the Contract.

13 COMPENSATION FOR DELAY

a. The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

b. The Compensation for Delay/liquidated damages for delay by Agency shall be governed by clause … of the LoA.

c. Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Agency herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.

14. CONTRACT PERFORMANCE GUARANTEE

The Contract Performance Guarantee (CPG) shall be governed by clause …… of LoA.

15. TAXES

The contract amount shall be all inclusive except GST/Service tax, whichever is applicable. REC shall pay the GST/Service Tax at prevailing rates (As notified by the Govt. from time to time) along with each invoice. Also, the bidder shall have valid service/GSTIN tax registration and ensure deposit of service tax to the tax authorities.
16. **CONTRACT PRICE**

Contract price shall remain fixed for the entire Contract period, except changes in the Tax Law, as covered by Clause 9.2 above.

17. **TRANSFER OF CONTRACT**

   a. Agency shall not assign or transfer the contract or any part thereof without prior written consent of REC.
   b. Agency shall act as an independent entity fully performing responsible for all services under the contract. It shall maintain complete control over its employees, which shall in no case, represent REC or act in its name without written its prior written approval.

18. **DAMAGES FOR NON COMPLIANCE REMEDIES FOR NON-PERFORMANCE AND FRADULCENT PRACTICES:**

   a. No payment is eligible for the unattended inspection calls.
   b. Non-compliance to the inspection calls or any or all acts that hamper the quality assurance of supplies & execution of works as per the defined quality plans shall be treated as non-performance. REC reserves the right to terminate the contract in case of repeated non-performance by the contractor and encash performance bank guarantee and get the work done through the agency. The Officer in-charge shall have discretion to judge the non-performance and act accordingly.
   c. For reasons which may include unsatisfactory performance of the Services, false reporting during the currency of the contract, or the contractor resorting to unacceptable or unlawful and fraudulent practices either during bidding or during execution of the contract, or for any other reason whatsoever, REC may at its discretion may terminate the Contract and/or forbid the contractor from participating in any future bidding process for a specified period of time. A fifteen (15) days prior written notice shall be served to the contractor for termination. The balance works shall be executed at the risk and cost of the contractor.

19. **SUSPENSION OR DELETION OF WORK:**

REC reserves the right to suspend or delete the work included in the scope of this contract at any time during the contract period. The decision of the Officer-in-Charge of REC shall be final and binding on this matter. The payment shall be made on pro-rata basis for the work actually done and approved by the Engineer-in-Charge of REC.
20. MISCELLANEOUS PROVISIONS:

(i) Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Agency shall notify REC of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.

(iv) The Agency shall be solely liable to and responsible for all obligations towards REC/Government for performance of services.

(v) The Agency shall at all times indemnify and keep indemnified REC/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

(vi) The Agency shall at all times indemnify and keep indemnified REC/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency’s) employees or caused by any action, omission or operation conducted by or on behalf of the Agency.

(vii) The Agency shall at all times indemnify and keep indemnified REC against any and all claims by Employees, Workman, Agencies, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of their wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or REC.

21. NO WAIVER OF RIGHTS

Neither the inspection by REC (or its authorized representative(s)/agents) nor any order by REC (or the nodal officer) for payment of money or any payment for acceptance of whole or any part of the works nor any extension of time nor any positions taken by REC/nodal officer shall operate as waiver of any provisions of the contract or of any power herein reserved to REC or any rights to damages herein provided be held to be a waiver of any breach in the contract or a waiver of any other or subsequent breach.

22. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
IN WITNESS WHEREOF, the Parties through their authorized representatives have executed these presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of
[____________________]

In presence of
(Witnesses):
(i)
(ii)

For and on behalf of   [____________________]

In presence of
(Witnesses):
(i)
(ii)

[Rural Electrification Corporation Ltd]
PRE-CONTRACT INTEGRITY PACT

A. GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on______ day of the month of_______ 20____ , between, on one hand, the Rural electrification Corporation Ltd. Acting through Shri……………………., Designation of the officer, (hereinafter called the "RECL", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s.__________________ represented by Shri _________________ (hereinafter called the "BIDDER/SELLER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the RECL propose to procure (Items and Services as per the Scope Of Work Mentioned in The Tender Document (hereinafter called the “Items and Services”, which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the BIDDER/ Seller is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the RECL is a Ministry /Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the RECL to obtain the desired “Items and Services” at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the RECL will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the RECL

1. The RECL undertakes that no official of the RECL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The RECL will, during the pre-contract stage, treat all BIDDER alike, and will provide to all BIDDER the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

1.3. All the officials of the RECL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the RECL with the full and verifiable facts and the same is prima facie found to be correct by the RECL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the RECL and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the RECL, the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RECL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the RECL or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
3.4. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the RECL that he BIDDER is the original manufacture/Integrator/authorized government sponsored export entity of the defence stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the RECL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the RECL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RECL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the RECL, or alternatively, if any relatives of an officer of the RECL had financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the RECL.

4. Previous Transgression
4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit) : While submitting commercial bid, the BIDDER has deposit Earnest Money/Security, Deposit, to RECL as required in terms of tender conditions stated herein

6.

7. Sanctions for Violations

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the RECL to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

7.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the RECL and the RECL shall not be required to assign any reason therefor.

7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

7.1.4. To recover all sums already paid by the RECL, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the RECL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the RECL, along with interest.

7.1.6. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the RECL resulting from such cancellation/rescission and the RECL/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.1.7. To debar the BIDDER from participating in future bidding processes of the Government of India RECL/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the RECL.

7.1.8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
7.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the RECL with the BIDDER, the same shall not be opened.

7.1.10. Forfeiture of performance Bond in case of a decision by the RECL to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.

7.2. The RECL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the RECL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

8. Fall Clause

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the RECL, if the contract has already been concluded.

9. Independent Monitors

9.1. The RECL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by RECL).

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the RECL.

9.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the RECL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest,
unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

9.8. The Monitor will submit a written report to the designated Authority of RECL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the RECL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. Facilitation of Investigation
In case of any allegation of violation of any provisions of this Pact or payment of commission, the RECL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the RECL.

12. Other Legal Actions
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

13. Validity
13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the RECL and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER/SELLER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at_______ on_______

RECL  BIDDER
Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt/MINISTRY/PSU

Witness

1. __________________________
2. __________________________

Witness

1. __________________________
2. __________________________

* Provision of these clauses would need to be amended/deleted in line with the policy of the RECL in regard to involvement of Indian agents of foreign supplies.
9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, REC or its Bidders shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of REC Corporate Office i.e. New Delhi.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both REC and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at .............on..................
## FINANCIAL BID/ Bid Proposal Sheet

<table>
<thead>
<tr>
<th>Sl. No/ Col.</th>
<th>State</th>
<th>No. of Districts (Nos.)</th>
<th>No. of Material to be Inspected (Nos.)</th>
<th>Total No. of villages/substations/ Towns Covered (Nos.)</th>
<th>RQM Scope (5% of total villages covered (Nos.)</th>
<th>Unit Price (Rs.) Excluding GST</th>
<th>GST HSN Code</th>
<th>GST %</th>
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**Note:**

1. The Numbers of village to be inspected are tentative and may vary (+/- 25%) at the time of issuance of LOA/ Award of Project.
2. The bidder should note that they have to quote for at least two states.
3. The Quantities for Inspection Work mentioned in the Price Bid Form are tentative only. Further, REC reserves its right to assign only 50% of the indicated inspection work to the lowest bidder and rest 50% to other Bidders as may be deemed fit by REC.
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 Rs._______________________________.

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 Rs.______________ (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 without any demure, reservation, contest, recourse or protest and/or without any reference to the 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.
PROFORMA FOR BANK GURANTEE (EARNEST MONEY)

This deed of Guarantee made this ___________________ day of ____________ 20 _____ by
____________________________________________________________
(Name of the Bank) having one of its branch at ______________________________________________
acting through its Manager (hereinafter called the “Bank”) which expression shall wherever the context so requires includes its successors and permitted assigns in favour of Rural Electrification Corporation Ltd. (A Govt. of India Enterprise) registered under the Companies Act, 1956, having its office at ______________________________________________ (hereinafter called “REC”) which expression shall include its successors and assigns.

WHEREAS REC has invited tender vide their Tender Notice No. ______________ Dated ______________ to be opened on AND

WHEREAS M/s ___________________ (Name of Tenderer) having its office at ___________________ (hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice offered to supply/ do the job ______________ as contained in the tender.

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

AND WHEREAS, we_________________________________________________________ 
(Name of the Bank)
have at the request of the tenderer agree to give REC this as hereinafter contained.

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

01. That REC may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between REC and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by REC of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the REC or any indulgence by REC to the said Tenderer or any other matter or thing whatsoever.

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

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

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

In witness whereof the Bank has subscribed and set its name and seal here under.

________________

Authorized Signature
Chief Manager/ Manager

Seal of Bank
ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, REC intends to use the reverse auction as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

i. REC shall provide the user id and password to the authorized representative of the bidder. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).

ii. REC decision to award the work would be final and binding on the supplier.

iii. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of REC, bid process, bid technology, bid documentation and bid details to any other party.

iv. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction and failing to which REC will not be liable in any way.

v. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of REC.

vi. In case of intranet medium, REC shall provide the infrastructure to bidders. Further, REC has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.

vii. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder’s final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by REC.

viii. The bidder shall be prepared with competitive price quotes on the day of the bidding event.

ix. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies except Service Tax and Surcharges.

x. The prices submitted by a bidder during the auction event shall be binding on the bidder.

xi. No requests for time extension of the auction event shall be considered by REC.

xii. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

xiii. * Signature & Stamp of the Authorized Signatory

Place: 
Name: 
Designation: 
Name of the Bidder: 
Address of the Bidder: 

Tender Document/ REC/ PCM/PMD/ SAUBHAGYA /2018-19/30
E-REVERSE AUCTION GUIDELINES

These Guidelines are intended to know about e-Reverse Auction processes, awarding criteria, and confidentiality requirements, and to the binding nature of bids made at e-Reverse Auction.

The aim of e-Reverse Auctions is to enable negotiations to be engaged in using technology that allows a faster pricing process, a more objective way of selecting bidders and greater transparency of market prices. REC and bidders are expected to follow the standards set forth in these Guidelines.

1. Reverse Auctions are carried out under the framework of rules as defined by REC and all bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the REC in the prescribed format (Annexure – III).

2. Any bidder not willing to submit such an undertaking shall be disqualified for further participation with respect to the said procurement.

3. Reverse Auction shall be carried out amongst the bidders who have quoted within lowest price + 15% of the evaluation criteria price. However in case no other bidders fall within +10% of L-1 quoted prices then reverse auction can take place up to lowest price + 25% or as decided by REC shall be allowed to participate in the online Reverse Auctioning.

4. The overall lowest price quoted by the bidder will be considered as Reserve Base Price during reverse auction, further the item wise price of all items shall be arrived from the overall lowest quoted price in the same ratio as quoted by the bidders earlier in the financial bid and all the technically qualified bidders will be considered at same platform.

5. Decrement value to be kept for conducting Reverse Auction shall range from 0.50% to 5% of the Reserve Base Price converted to the nearest round figure, depending upon the value of the bid.

6. Preferably the time duration to be kept for conducting Reverse Auction process is from 11:00 AM to 3:00 PM with the incremental time duration of 30 minutes from the time of last quote considering that the bidder may be provided the sufficient time for quoting their best lowest rates. The window may be extended to accommodate 30 minutes, if required, response time. The auction will terminate either at the scheduled end time or as extended as per requirement till there is no response during the incremental time duration. However REC reserves the right to modify the process with pre-information to bidders if required.

7. The eligible bidders can participate in the online Reverse Auction from any place of their choice and need not to visit REC office for this purpose.

8. The User ID and password for online reverse auction is same as used in online bidding process/ provided at the time of bidder registration.
9. The Reserve Base Price for Reverse Auction will be informed after the Opening of Price Bid. This shall be the lowest rate received against the initial price bids submitted by participating bidders.

10. REC shall make all out efforts to rectify the problem(s) leading to system failure during the online reverse auction. However in case the system could not be restored within the reasonable time period as deemed fit by REC, the reverse auction event shall be suitably extended/shall be restarted again after rectification by giving a new schedule for the same, which shall cover the left over time period as per the original schedule. On restart of reverse auction the last R1 price received during reverse auction at which the reverse auction event got terminated, shall be the starting price.

11. Where necessary, REC will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction to familiarize the vendors/bidders with Reverse Auction process.

12. Any vendor/bidder not participating in training shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

13. No request for postponement/fixing of Training Date/Time shall be entertained.

14. The Date and Time of commencement of Reverse Auction shall be communicated to the shortlisted bidders at least One day in advance.

15. Any force majeure or other condition leading to postponement of auction shall entitle REC to postpone the auction.

16. The Reverse Auction may be conducted by REC through a service provider specifically identified/appointed/empanelled by REC.

17. In case Reverse Auctions conducted by REC through a Service Provider, the REC shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction. The Service Level Agreement (SLA) by REC with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction.

18. All the bids made from the log-in ID given to bidder shall ipso facto be considered. Bids are to be made by the vendor/bidder using log-in ID and password assigned by the service provider/auctioneer.

19. Any bid once made through registered log-in ID/password by the vendor/bidder cannot be cancelled. The bidder, in other words, is bound to sell the “Offering” as per the RFP at the bid price.
20. Every successive bid by the bidder / vendor being decremented bid shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

21. No two bids can have identical price from two different vendors. In other words, there shall never be a “Tie” in bids.

22. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

23. Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to REC with all details of bid and the original names of the bidders and the L-1 bidder.

24. REC shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of REC.

25. The successful vendor/ bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

26. No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, REC shall disqualify the vendor / bidders concerned from the reverse auction process.

27. Bidder shall not disclose details of its bids or any other details concerning Reverse Auction process of REC to any other third party without specific permission in writing from REC.

28. Neither REC nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (REC shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

29. Any aggrieved vendor / bidder through Reverse Auction process can represent in writing within 24 hours of the Reverse Auction to REC, failing which no representation/complaint etc. shall be entertained.

30. REC decision on award of Contract shall be final and binding on all the Bidders.
Bidder Help Manual for E-Bidding

HELP LINE TO VENDORS

CONTACT Persons:

E – Tenderwizard:

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

Step 1: Registration Process

Website address: www.tenderwizard.com/REC

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

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

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

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

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

After this, vendor can key in their User Id and Password and get successful entry in to 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.