

IFB

RE COMPONENT OF DDUGJY – Quality Monitoring on behalf of Ministry of Power,
Govt. of India

INVITATION FOR BIDS

FOR

NATIONAL QUALITY MONITORING WORKS

UNDER

TIER-III OF 3-TIER QUALITY ASSURANCE MECHANISM (QAM)

FOR

273 XII PLAN PROJECTS UNDER RE COMPONENT OF DDUGJY

(THROUGH E-TENDERING MODE)



Rural Electrification Corporation Limited
(A Govt. of India Enterprise)
Core-4, SCOPE Complex, 7 Lodhi Road,
New Delhi – 110 003

DATA SHEET

Tender Document No.	REC/DDUGJY/NQM-XII Plan/01
The name of the assignment:	National Quality Monitoring works under Tier-III of 3-tier Quality Assurance Mechanism (QAM) for 273 XII Plan Projects under RE component of DDUGJY.
The name of the employer is:	Rural Electrification Corporation Ltd.(REC)
Mode of Tendering	Open (e-tendering followed by e-Reverse Auction)
The description and the objectives of the assignment:	The scope of works is detailed in Volume-I of IFB (Terms and Conditions of Contract)
Cost of Tender Document	Rs 5000/- (in the form of DD payable at New Delhi)
Earnest Money Deposit	As per Annexure-III of Tender Document in the form of Demand Draft in favour of “ Rural Electrification Corporation Ltd. ”, payable at New Delhi
Date & Time for start of selling Bid Document	08.04.2016 @ 10:00 Hrs
Date & Time for pre-bid meeting	02.05.2016 @ 11:00 Hrs
Last Date & Time for closing of selling of Bid Document	24.05.2016 @ 14:59 Hrs
Last Date & Time for bids submission	24.05.2016 @ 15:00 Hrs
Technical Bid opening date and time	24.05.2016 @ 15:30 Hrs
Price bid opening	To be notified in web portal after completion of technical evaluation. Price bid shall be submitted only ONLINE.
Address of Correspondence/ for Bid Submission:	Shri Govind Singh Bhati General Manager (DDUGJY/QA) Rural Electrification Corporation Limited Core-4, SCOPE Complex 7, Lodhi Road, New Delhi-110003 Tel: 011-24369851/43091551/43091637 Fax: 011-24369850 e-mail: ddugjynqm@gmail.com, rqcc@recl.nic.in
Duration of Assignment	24 Months
Bid Validity period:	180 days from Bid Opening Date

Important Notice:

1. Bids are invited on e-tender mode wherein Technical bid shall be submitted online as well as hard copies and price bid shall be submitted only online by due date and time.
2. The cost of bid document is Rs 5,000/-. The cost is to be paid at the time of procurement of bid document in form of demand draft payable in favor of Rural Electrification Corporation Limited and payable in New Delhi. The DD may be issued by any Scheduled Commercial Bank approved by RBI. The bidders who have procured bid documents from REC by paying Rs 5,000/- each shall only be permitted to quote for the bid. The bid document may be downloaded from web portal and the tender fee in form of DD shall be submitted along with submission of bid. Bidder shall insert the DD details to fetch the bid details. Original DD shall be submitted by bidder at the time of submission of technical bid. Scanned copy of DD to be uploaded by bidder.
3. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
4. The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the technical bid. In case of a non-compliance, the response is liable to be ignored/ summarily rejected.
5. REC at its discretion, may cancel this tender without assigning any reason(s) whatsoever.
6. The submission and opening of bids will be through 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".

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.

INVITATION FOR BIDS

NATIONAL QUALITY MONITORING (NQM) WORKS FOR 273 XII PLAN PROJECTS UNDER RE COMPONENT OF DDUGJY.

1. Rural Electrification Corporation Ltd. (REC), the nodal agency for implementation of Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY), a national program for electrification of villages (along with associated habitations) and rural households, invites bids from the prospective domestic bidders for taking up Quality Monitoring works (on behalf of MoP) under Tier-III of 3-tier Quality Assurance Mechanism (QAM) for district based projects under RE COMPONENT OF DDUGJY in various states.
2. Bidders are expected to examine all instructions, forms, terms& conditions 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.

3. **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.

4. **CONTENTS OF BIDDING DOCUMENTS:**

The following shall constitute the Bidding Documents.

- 4.1. Invitation for Bids
- 4.2. Terms and conditions of Contract (Vol-I)
- 4.3. Bid Proposal sheets Including the Deviation Schedules (Vol-IA)

5. **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 fifteen (15) 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.

6. **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 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.

7. **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 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 pre-bid & 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.

8. **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 etc., available with them.

9. **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.

10. **BID PRICE:**

Bidders shall quote for the scope of work in Indian Rupees (INR) as per bid proposal sheets (BPS). The rates shall be offered by bidders 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 the coverage of number of districts/villages, new and augmentation of 33/11 KV substations are enclosed state wise for information of the bidders at Annexure-

I. The prices quoted shall be firm & shall not be affected by any change in awarded cost of turnkey contract or by any change in sanctioned cost. For the purpose of unit rate for inspection services, electrified villages, un-electrified villages (including habitations) & substations shall be treated at par. These unit rates shall be considered for modification of contract price in case of change in number of villages or substations during the currency of contract.

10.1. The prices quoted and indicated in the BPS shall include inter-alia, all costs such as cost of engaging personnel, cost towards tools, tours & travels 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. No claim on account of any taxes, duties and levies or any interest therein shall be entertained by REC.

10.2. **TAXES & DUTIES:** the quoted bid price shall include all taxes, duties & levies, duty excluding service tax and surcharge thereon. The Service tax & surcharges at applicable rates (prevailing rates from time to time as notified by Govt. of India) shall be paid along with each invoice. Also, the bidders shall have valid service tax registration and ensure deposit of service tax to the tax authorities.

11. **EARNEST MONEY DEPOSIT (EMD):**

The bid must be accompanied with an earnest money as per Annexure-III of Bid Document based on cost estimate enclosed as Annexure-II. Bid Guarantee/EMD shall be submitted in the form of crossed Demand Draft/ Bankers Cheque payable at **New Delhi** from any Scheduled Commercial Bank approved by RBI and drawn in favour of “**Rural Electrification Corporation Limited**”, (*other mode of payment shall not be accepted*). 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 & verification of Contract Performance Guarantee (CPG). If the successful bidder failed to fulfill its obligations, the EMD retained as bid security shall be forfeited.

11.1. 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.

11.2. The Bid Guarantee/EMD submitted by the bidder shall be returned to the unsuccessful bidders without any interest within Forty-Five (45) days, upon placement of award and signing of contract agreement by the successful bidder.

12. **VALIDITY OF BID:**

The rates quoted by the agency shall be valid for 180 days from date of opening of Technical Bid.

13. **PRICES AND PRICE ADJUSTMENT:**

13.1. 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 for the complete scope of work of TIER-III as National Quality Monitor (NQM) as stated in terms & conditions of the contract, Volume-I. Bid submitted without covering full state shall be rejected.

- 13.2. Prices quoted by the bidder shall be firm & fixed during currency of the contract and not subject to variation on any account, whatsoever.
- 13.3. Bids submitted with an adjustable price quotation will be treated as non-responsive and rejected.

14. **SUBMISSION OF BIDS:**

The bidders shall comply following while submitting the bids:

- 14.1. 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 only ONLINE.

14.1.1. REC reserves the right to conduct the e-Reverse Auction (if required) for the products/ services being asked in the tender. The terms and conditions for such reverse auction event shall be as per the Acceptance Format attached with this bid document. The bidders shall mandatorily submit a duly signed copy of the Acceptance Form along with the tender document as a token of acceptance.

14.1.2. Online reverse auction shall be conducted by REC from its Delhi Corporate office, on a pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by each bidder themselves.

The bidders are required to give their compliance on it before start of bid process.

- 14.2. 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 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 on all pages and submitted at the time of bidding.

- 14.3. 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 NATIONAL QUALITY MONITORING WORKS (TIER-III) FOR 273 XII PLAN PROJECTS UNDER RE COMPONENT OF DDUGJY"

- 14.4. 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.

- 14.5. **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 village / sub-station inspection rates (excluding service taxes & surcharges) in respective

State. These rates shall be used for progressive payments, quantity variation and short-closing of the contract.

15. **SIGNING OF THE BIDS:**

- 15.1. The bid must contain the name, registered office, contact number(s), email id, fax no 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. The Bidder's name stated on the Proposal shall be the exact legal name of the firm.
- 15.5. Bids not conforming to the above requirements of signing may be disqualified.

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

- 16.1. The Bidders shall seal the bid in an envelope and it shall be addressed to REC at the following address:

Shri Govind Singh Bhati
General Manager (DDUGJY/QA)
Rural Electrification Corporation Ltd.,
4th Floor, Core-4, SCOPE Complex,
7, Lodi Road,
New Delhi-110 003

- 16.2. The envelope shall bear the name of the package: "**PROPOSAL FOR NATIONAL QUALITY MONITORING WORKS (NQM) UNDER RE COMPONENT OF DDUGJYFOR 273 XII PLAN PROJECTS**" and the words "**DO NOT OPEN BEFORE 24.05.2016 @ 15:30 Hrs**"

- 16.3. The Technical bids shall be submitted in two envelopes:

One envelope should contain:

- 16.3.1. EMD draft
- 16.3.2. Cost of tender document (Rs 5000/-)
- 16.3.3. Integrity Pact (On Non-Judicial Stamp of Rs 100/-)
- 16.3.4. Acceptance form for participation in e-Reverse Auction

Second envelope having bid proposal sheet should contain following:

- a. Technical Qualification Requirement
- b. Financial Qualification Requirement
- c. Schedule of technical deviation
- d. Schedule of commercial deviation
- e. Roles & Responsibilities of Bidder
- f. Methodology to be adopted by bidder for execution of works.

16.4. The envelopes shall indicate the name, address, contract numbers, email id, fax number etc of the Bidder to enable the bid to 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.

16.5. 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 and bidder shall be disqualified from participation in bidding and bids shall be rejected.

17. DEADLINE FOR SUBMISSION OF BIDS & OPENING:

17.1. 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.

17.2. Bids must be received by REC at the address specified under para/6.1, not later than **date: 24.05.2016 & 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.

17.3. REC may, at its discretion, 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.

18. 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 acceptance of late submitted bid shall not be entertained by REC. Bidders are to ensure that their bids are submitted before fixed dated & 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.

19. MODIFICATION AND WITHDRAWAL OF BIDS:

19.1. 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.

19.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 14.0.

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

- 19.4. 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.

20. **OPENING OF BIDS:**

- 20.1. 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.
- 20.2. 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.
- 20.3. **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.

21. **PRELIMINARY EXAMINATION:**

- 21.1. 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 guarantee 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.
- 21.2. 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.

22. **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.

- 22.1. For evaluation purpose, the total bid price (including taxes, duties & levies but excluding Service tax and surcharges) 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.

22.2. 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.

22.3. 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.

The Initial Price Offer of the Bidders who meet all the Eligibility conditions (“Responsive Bidder”) shall be ranked on the basis of the ascending Initial Price Bid submitted by each Responsive bidder. On basis of such ranking, the bidders holding first fifty percent of the ranks (with any fraction rounded off to higher integer) or 4 Responsive bidders, whichever is higher shall be considered to be qualified for participating in the electronic Reverse Auction (e-RA) (“Qualified Bidder”). In the event of identical Initial Price Offers having been submitted by one or more Qualified Bidders, all such bidders shall be assigned the same rank for the purpose of determination of Qualified Bidders. In such cases, the aforementioned fifty percent shall stand enhanced to fifty percent plus the number of Qualified Bidders, whose Initial Price Offers are identical minus the number of such identical Initial Price Offers.

- iii. **Stage-III (e-Reverse Auction)** – In case REC opts to go for e-Reverse Auction, Price Bids under Stage-II shall be used for determining the Applicable Ceiling Price for the e-Reverse Auction, and not for the purpose of determining the lowest bidder.

The Applicable Ceiling Price for e-RA shall be the lowest Initial Price Offer received from the Responsive Bidders under Stage-II. The Qualified Bidders under Stage-II shall be permitted to place their Final Price Offer on the electronic auction platform, which is lower than the Applicable Ceiling Price.

The Applicable Ceiling Price shall be the Start Bid Price for this Stage. The Start Bid price (SBP) shall be visible to all vendors at the start of the Reverse Auction. Qualified Bidders shall be required to start bidding below this Start Bid Price / Opening Price by ‘bid decrement amount’.

In case bidder(s) either do not submit the requisite compliances for e-Reverse Auction or do not participate in e-Reverse Auction, their original price bid as opened, if valid, shall be considered for evaluation.

- iv. The bid decrement amount shall be specified by REC before start of Reverse Auction. The bidder can bid lower than the prevailing Lowest Bid of any item at any time during the auction by one decrement or multiples of the Bid decrement amount.

- v. Reverse Auction shall be for a period of three hours (preferably 11:00 AM to 03:00 PM). If a bidder places a Bid in the last 30 minutes of Closing of the Auction, the auction shall get extended automatically for another 30 minutes. In case, there is no Bid in the last 30 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

- 22.4. All the Qualified bidders shall be intimated regarding procedure/modality of process prior to e-Reverse Auction. REC shall be the sole judge in this regard.

- 22.5. At the end of the e-Reverse Auction, REC will decide the successful bidder on the basis of lowest evaluated bidder during Reverse Auction process. REC's decision on award of Contract shall be final and binding on all the Bidders.

- 22.6. Successful bidder / vendor shall be required to submit the final prices quoted during the e-Reverse Auction in REC's Price bid Format after the completion of Auction to REC, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction. In the event of failure to do so within 7 days from conclusion of e-Reverse Auction, the EMD shall be forfeited.

- 22.7. Bids once made, cannot be cancelled / withdrawn and the bidder shall be bound to provide the services as mentioned in tender document at bidder's final bid price, and as per the specifications and terms & conditions mentioned in the tender. Should the bidder back out and not provide services as per the rates quoted, the EMD submitted by the bidder shall be withheld.

- 22.8. The bidders shall be assigned a Unique User Name & Password. The bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by the bidder's Company.

- 22.9. REC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

- 22.10. All other terms and conditions and specifications shall be as per the tender and other correspondences till date.

- 22.11. The bidders are required to submit their acceptance to the terms / conditions / modalities given above before participating in the reverse auction.

- 22.12. 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 bidders 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 sand 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 reserve 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 reserve 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 reserve 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.

23. AWARD CRITERIA:

- 23.1. 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 bidding document.

- 23.2. Prior to the expiration of the period of bid validity and extended validity period, if any, REC will notify the successful Bidder in writing by registered letter/ courier or by telegram or fax, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

24. **LETTER OF AWARD:**

REC along with the notification to the successful Bidder, that its bid has been accepted, and 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 return it to REC.

25. **TRANSFERABILITY OF THE INVITATION FOR BIDS & BID DOCUMENTS:**

The Bid documents are made available by REC in the 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.

26. 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.
27. Pre bid meeting with the prospective bidders is scheduled on **02.05.2016 @ 11:00 Hrs.** All prospective bidders are requested to attend the pre-bid meeting.

VOLUME-I

RE COMPONENT OF DDUGJY – Quality Monitoring by Ministry of Power

TERMS AND CONDITIONS OF CONTRACT



Rural Electrification Corporation Limited
(A Govt. of India Enterprise)
Core-4, SCOPE Complex
New Delhi – 110 003

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, 7 Lodi Road, New Delhi-110003 (hereinafter referred to as 'REC') is to engage an agency, on behalf of Ministry of Power, for Quality Monitoring of village electrification works including Rural Electricity Distribution backbone & household electrification under Tier-III of 3-Tier Quality Control Mechanism instituted under RE component of Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) for XII Plan Projects (Name of the work). REC, on behalf of MoP, is conducting tendering process. RE division of Ministry of Power (MoP) shall supervise and monitor inspection process of NQM.
- 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. Three-tier Quality Assurance Mechanism (QAM) is envisaged for the RE component of DDUGJY (erstwhile RGGVY) projects of XII plan. The three tiers of Quality Assurance Mechanism shall be:
- Tier-I: Third Party Inspection Agency (TPIA) on behalf of Project Implementing Agency (PIA),
Tier-II: REC Quality Monitors (RQM) on behalf of REC and
Tier-III: National Quality Monitors (NQM) on behalf of MOP
- 2.2. MoP through REC shall outsource independent agencies to verify the quality and quantity of Rural Electrification works under DDUGJY in 1% of the villages (village includes all its associated habitations) covered under the Project. These independent agencies would be designated as National Quality Monitors (NQM) under Tier-III. Selection of villages in projects to NQM shall be decided in the Ministry of Power, Govt. of India through REC. 50% of villages selected for NQM inspection would come from villages inspected by RQMs (REC Quality Monitors) under Tier-II. NQM would also review and provide the comments on RQM inspection reports. Under this mechanism, adherence to system procedures and guidelines shall also be verified by inspection agency through Quality Assurance Coordinator of PIA. Following checks shall be conducted by NQM:
- 2.2.1. 1% randomly selected villages as per approved drawings/ Technical Specifications and FQP. Criteria to be adopted for selection of villages for NQM inspection:
- xiv. The villages are selected from different parts of the district so that entire geographical area gets covered
 - xv. The villages are selected wherein substantial infrastructure is created
 - xvi. The villages are selected wherein substantial BPL households are provided connection

xvii. The villages under Stage-II are selected from villages already inspected by RQM under Tier-II to cross verify inspections performed under Tier-II assignment

- 2.2.2. At-least one 33/11 kV or 66/11 kV capacity new substation for quality of execution of works at site as per FQP/approved drawings/technical specifications
- 2.2.3. At-least one 33/11 kV or 66/11 kV capacity augmented substation for quality of execution of works at site as per FQP/approved drawings/technical specifications.
- 2.2.4. NQM will review the inspections carried out by TPIA for 0.1% of villages.
- 2.2.5. Review of material test records (MQP & FQP) of following important items:

Substation Materials (REDB):

- | | |
|----------------------------|-------------------------------|
| 1. Power Transformer, | 8. Insulators, |
| 2. Circuit Breaker, | 9. Earthing materials, |
| 3. Current Transformer | 10. Battery, |
| 4. Potential Transformers, | 11. Battery Chargers, |
| 5. Isolators, | 12. ACDB/DCDB Board, |
| 6. Control & Relay Panel, | 13. 11 kV XLPE Cables |
| 7. Energy Meters | 14. Cables other than
11kV |

VEI Materials:

- | | |
|------------------------------|---|
| 1. Distribution Transformer, | 8. AB switch (GO switch), |
| 2. Overhead Conductor, | 9. HG fuse |
| 3. Energy Meter, | 10. Earthing materials |
| 4. Pole, | 11. Hardware: channels, PG clamps
connectors, suspension clamp,
tension clamp, nuts & bolts |
| 5. Insulators, | |
| 6. Cables, | |
| 7. Lightening Arrester | |

- 2.2.6. In 1% villages of the project, NQM shall verify 100% BPL connections, 100% Distribution Transformer Substations, 100% of LT Lines and 100% of the 11KV lines attributed to the village (emanating from cut-point/grid substation) as well as the 11 KV line laid within the village, 100% energization of village & BPL beneficiaries, installation of service connections in public places, hours of supply in the village, time taken by DISCOM to raise first energy bill in favor of beneficiaries.

The village wise information on the existing electrical assets, newly created assets, BPL consumers name, SLD etc. shall be uploaded by PIA. NQM agency shall fetch this information from the dedicated web portal and use it for inspection.

- 2.2.7. NQM shall also oversee the Contract Management Part of PIA like contractual provisions of identifying defects and their methodology of communication to working agencies, timely rectification of defects, resolution of project related issues and action on delayed project. In their visit, they would give thrust on adherence on systems and procedures of RE component of DDUGJY schemes by PIA and turnkey contractors. They would also ensure availability and

awareness of project specific drawings, documents, quality Monitoring plans among all stake holders in PIA contractor staff/workers.

- 2.2.8. NQM shall also see the progress of up-loading of monitoring observations and its compliance details including site photographs in RE component of DDUGJY web portal. NQM shall submit a copy of inspection report to respective project office of PIA in the State along with submission of report (Hard copy as well as scanned soft copy in pdf) to MoP. A copy of report (Hard copy as well as scanned soft copy in pdf) is also to be submitted to REC Corporate Office, New Delhi along with submission of soft copy of report to respective REC Project Office. NQM along with reports would also submit brief findings to MoP with a copy to REC. MoP/REC may ask NQM to make presentation of brief findings of reports/progress.
- 2.2.9. The scope of work under the contract shall include to verify *deployment of PMS team in PIA/Discom/State Headquarter and in a projects as per PMS guidelines, use of SBD documents for award of contract and execution of projects and other XII Plan guidelines.*
- 2.2.10. The inspection reports should contain good quality Photographs (with auto generated date & time stamp) of all electrical infrastructure in the villages inspected.
- 2.2.11. Final report should include executive summary of Stage-I and Stage-II inspections which confirms date of inspections, village/substation list, general defects observed and gist of report in the RE works inspected under DDUGJY in the district.
- 2.2.12. All costs on account of Insurance liabilities covered under the contract will be on NQM agency account and will be included in Contract Price.
- 2.2.13. 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 contractor at his cost and expenses.

Any other inspection/verification of DDUGJY (RE) Project/Work assigned by REC/MoP. This work may be assigned from time to time on a man-day basis. For this, separate man-day rates (all inclusive) would be applicable under the contract inspection. The electrified and un-electrified villages (including habitations) would be treated at par for the purpose of inspections under this contract. Further, villages and associated BPL household connections and sub stations would be selected by REC/MoP on random sampling basis for physical inspection.

In case of works carried out by the Implementing Agencies are found to be non-satisfactory (as reported by any of the associated and non-associated agencies/individuals/groups/VIPs/your agency) the same may be inspected/re-inspected by you, as per the directions of REC/MoP.

The scope of works to be performed by you under this contract shall not include inspections at manufacturers' works. However, you may be required to check the equipment/materials at site as per the FQP in the inspected villages/sub-stations. You will also test check all the electrical infrastructure quantities/quality including Transformers, HT & LT lines and electricity connections to BPL families as per the approved drawings and maps with the help of hand-held GPS device (using software) indicating the locational co-ordinates in the schematic diagram of the inspected villages. The GPS

coordinates are to be superimposed on Google earth and the superimposed map to be submitted with the inspection report.

All necessary instruments, tools & tackles, other infrastructure, manpower and their transport, boarding and lodging, etc., are all required to be arranged by you in a professional manner.

2.3. **SUB-CONTRACTING, ASSOCIATES & JOINT VENTURE**: The work, either full or in part, shall not be subcontracted at any point of time during the currency of the contract. Also, the Associates and Joint Venture are not allowed to participate in the bid / assignment. The bidder shall necessarily be required to meet the Technical/Financial Qualification requirements. REC will consider the capability of the bidder only in evaluating the bids for Qualifying Requirements. The payments for the works completed will be released to the contractor. The contractor shall be solely responsible for completion of the complete scope of work covered under the contract.

2.4. **QUALITY MANUAL**: The quality manual and DDUGJY (RE Component) guidelines are the integral part of the assignment.

3. **QUALIFYING REQUIREMENTS FOR THE BIDDERS**:

The qualifying requirements for bidders are given in Annexure-A to this Terms and Conditions of Contract.

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

In the event of an award, the successful Bidder (Bidder), within fourteen days (14) of receipt of the Letter of Award, 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 Performa (will be given to the successful bidder) and initially kept valid up-to period not earlier than 12 months from the date of completion of the Bidder's obligations under the contract.

5. **RELEASE OF CONTRACT PERFORMANCE GUARANTEES (CPG)**:

The CPG submitted by the successful bidder shall be returned within 30 days upon completion of Scope of work, submission of the Final Reports, acceptance of the same by the MoP/REC and Final Payment.

6. **TERMS OF PAYMENT**:

The payment for the performance of the contract will be made by REC, on clearance from Ministry of Power, as per the conditions specified hereunder:

6.1 Progressive payments in a state shall be released Project/District wise. Progressive payments shall be released upon completion of village/ substation as follows:

1st installment: On satisfactory completion of inspections of all villages/substations under Stage-I and submission of satisfactory reports (Hard copy as well as scanned soft copies in pdf) to MoP/REC/PIA, 30% amount of project contract value shall be released.

2nd installment: On satisfactory completion of inspections of all villages/substations of a project (covering inspections in Stage-I & Stage-II) and submission of satisfactory reports (Hard copy as well

as scanned soft copies in pdf) to MoP/REC/PIA, 50% amount of project contract value shall be released.

In case of revision in coverage of villages/substation, the total payment till 2nd installment shall be restricted to 80% of revised project contract value.

3rd (Final) installment: On satisfactory completion of inspections of all villages/substations of a State and submission of satisfactory reports (Hard copy as well as scanned soft copies in pdf) to MoP/REC/PIA, balance 20% amount of State contract value shall be released.

However, delay in completion of substation work shall not delay the payment against villages inspected under Stage-I & Stage-II.

Further apart from the above the following will be applicable:

- i) In the event of actual number of villages sanctioned in the project getting modified due to the site conditions during the actual execution, the scope of villages/habitations shall be modified accordingly. For the purpose of modification of contract price, unit prices for inspection of villages/substations quoted by the bidder in BPS shall be applicable. In case of revision in coverage of villages/substations, project contract value shall accordingly be revised and progressive payment shall be made on revised project contract value.
- ii) **Man day payments:** Against special assignment having scope of work different/same from the NQM scope. For revisits of villages to verify the rectifications as per instructions of the officer in-charge of MoP/REC, 100% payment shall be released after submission of reports, upon recommendation by the Officer In Charge and certification by the Head of RE Division, MoP. Per day inspector deployment shall be considered to visit the villages/sub-stations to check/confirm the VIP reference, executed compliances etc. The other terms and conditions for this special assignment shall remain same as that of subject NQM assignment. The agency is required to quote Man day charges along with the prices for village/substation inspection.
- iii) For any miscellaneous job/visit as per instructions of officer in-charge of MoP/REC, 100% payment shall be released for man-day deployment after submission of satisfactory reports, and upon recommendation by the Officer In-Charge of REC. This payment shall be released along with any stage payments specified as above.

6.2 The Officer-In-charge for the Inspections shall be Director/Dy. Secretary, RE division, Ministry of Power. All the claims for progressive payments shall be submitted by the contractor to the concerned Officer In charge of REC.

6.3 REC shall take all necessary measures to release the payment to the contractors within 15 working days from the receipt of proper claim by the Officer-In-Charge. All the payments to the contractors 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.

7. **WORK SCHEDULE:**

- 7.1. The Inspection services shall be provided during the course of site execution of RE works as advised by the officer in-charge of MoP/REC. Schedule completion period of work shall be 24 months.
- 7.2. In the event, site works by the main contractor getting delayed beyond 24 months, the inspection services shall be automatically extended without any extra cost to REC/MoP up to 12months without any cost implication.
- 7.3. Beyond 36 months, quality monitoring works shall be extended on mutually agreed terms.

8. **DAMAGES FOR NON COMPLIANCE REMEDIES FOR NON-PERFORMANCE AND FRAUDULENT 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 by the contractor and encash performance bank guarantee and get the work done through the agency at the risk and cost of contractor. 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 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.

8.4. **INSPECTION NOTICES & REPORTS:**

Inspection notices shall be issued to NQM project-wise in following two stages, based on the progress in field:

1. **Stage-I:** When physical progress (villages completed vis-à-vis villages covered) in the project is more than 30%
2. **Stage-II:** When physical progress (villages completed vis-à-vis villages covered) in the project is more than 70%

The NQMs will take up the inspection of the project as and when advised by the Ministry of Power (MoP)/REC. The officer-in-charge of MoP shall raise inspection calls through REC, among other things, inspection of villages/sub stations through email or fax or letter. Inspections shall be completed within 2 weeks from the date of issue of inspection notice. And inspection report shall be submitted within one week from the date of completion of inspection.

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 to MoP (hard

copy as well as scanned report in pdf) with a copy (hard copy as well as soft copy) to REC Corporate Office, New Delhi and respective project office of Project Implementing Agency (PIA) as well. A scanned soft copy of inspection report shall be submitted to respective REC Project Office in the State.

9. **USE OF CONTRACT DOCUMENT AND OTHER INFORMATION:**

- 9.1. Bidder/contractor 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

10. **SETTLEMENT OF DISPUTE AND ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder. 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 pendent e-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.

11. 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.

12. 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 the event of decision of the tender in their favour, then the Bid Guarantee submitted shall be forfeited. Further if the contractor fails to execute the contract in the event of placement of award in their favour, then the contract shall be terminated by REC forfeiting the Performance Bank Guarantee submitted by the contractor. In the event the 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.

13. FORCE MAJEURE

13.1. Force majeure is herein defined as any cause which is beyond the control of the Contractor or Employer 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:

- 13.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- 13.1.2. 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.

13.2. The Contractor 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.

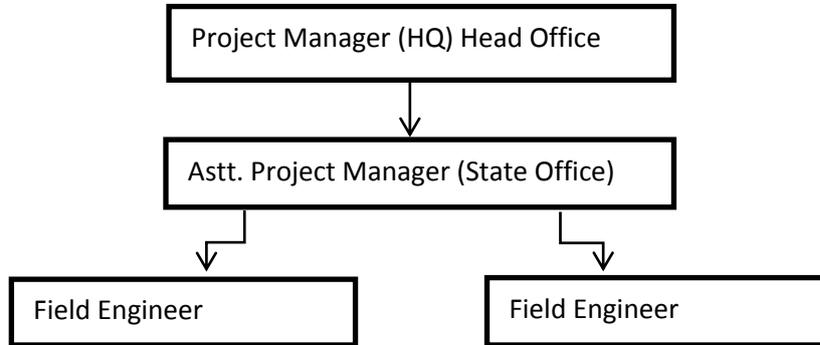
14. **SUSPENSION OR DELETION OF WORK:**

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, on clearance from MoP.

15. **CONTRACTOR’S MANPOWER, SITE OFFICE, ESTABLISHMENT AND SAFTEY:**

15.1. **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 experience of the executives in each category shall be as follows:



Project Manager (HO) – A graduate engineer (min. BE/B.Tech. 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 (ASM) shall look after the management of the assignment at State level. One ASM may look after the work of more than one state in States where Nos. of villages and substations, put together, are less than 200. He may also conduct field inspections if required. He will co-ordinate with respective REC project offices for smooth performance of the inspections. He should be experienced enough to review ongoing RE works with Engineer-in-charge of the project. He should also have project management competency to interact with the executing agency.

Field Engineer – A graduate engineer (min. BE/B.Tech. degree) with **Min 5 years** or a Diploma Engineer with **min. 10** years of experience in electricity distribution sector. The field engineer would conduct village/substation inspections under the assignment. One field engineer may conduct inspections for more than one district/state, if required.

15.2. **Approval of manpower by REC:** The manpower deployed by the agency shall conform to the manpower structure described above. The profiles of the manpower proposed to be deployed for the assignment shall be submitted to REC for approval within 15 days of Award. The deployment of manpower for village inspection shall be approved by REC Corporate Office,

New Delhi. Should REC delays in approving the profiles beyond two weeks' time (from date of receipt of profiles at REC), it will be deemed that REC has approved the profiles. The profiles may be sent by e-mail for expeditious processing at REC end.

15.3. **Establishment of office(s):** Before commencement of operations in states allocated to an agency, the agency shall establish field office(s), to be manned by the professional executives (as defined in manpower structure) on payroll of your company. Site offices in a state headed by Asst. Project Manager have to be established in assigned State and the site office shall be fully equipped with requisite number of seating capacity, computers etc. The manpower to be deployed must conform to manpower structure defined earlier. Agency has to arrange its own logistics to conduct the audit activities and would not demand transport from the project implementing agency or their contractors. Establishment of site office is not mandatory in the State in case villages to be inspected are less than 100.

15.4. **Instruments for quality checks:** The agency shall arrange for such instruments as required for successful checking of the quality of RE works under DDUGJY. Instruments such as meggar, earth tester, vernier calipers, measuring tape, rodometer, GPS device, etc. has to be purchased/ taken on rent by the agency. The instrument must be calibrated on the day of inspection and calibration certificate should be possessed by operating personal. The agency would be required to arrange DSLR professional camera with proper zooming (minimum 10 megapixels & 4x zoom) for all inspections.

15.5. **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 15.1, penalty as per following provisions shall be strictly applicable:

15.5.1 **Field Engineer:** During surveillance check by REC, if it is found that the villages are being inspected by an under-qualified engineer, all such villages, as inspected by that engineer, shall be re-inspected by a qualified engineer without any cost implication and time extension. Further, 25% cost of all villages inspected by under-qualified engineer shall be deducted from the bills.

15.5.2 **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, the agency has to deploy qualified Asst. Project Manager within one week. Further, 25% of contract value of State shall be deducted in case of deployment of under-qualified Asst. Project Manager.

15.5.3 **Surveillance check by REC:** REC would cross-check the reports submitted by the agency by randomly inspecting the villages which has already inspected by the agency. In case it is found that the agency has not conducted the inspection properly, a penalty amount equal to ten times per village inspection rate applicable to that State shall be deducted from the bills. Repeated instances (more than 3 times) shall be justified reason to terminate the contract and encash Contract Performance Guarantee.

15.6. **Upfront intimation of inspection schedule:** The agency has to intimate upfront to REC about the schedule of planned inspections including inspection call reference with date, Name of

State, Project, block & villages (with census code)/substation, date of inspection planned, details of engineer (Name, contact no., email id etc) to be deployed for inspection etc through mail at least three days in advance.

- 15.7. **Manpower Report:** The Agency shall also submit to the Officer-in-charge of MoP/REC 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.
- 15.8. **Integrity of Quality Monitors:** The personnel engaged by the Agency for the Quality Monitoring works 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.
- 15.9. **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.

16. COORDINATION WITH CONTRACTORS OF IMPLEMENTING AGENCIES

The Contractor shall agree to co-ordinate with the Contractors of the Implementing agencies, who are primarily responsible for execution of the works.

17. MANNER OF EXECUTION OF CONTRACT

- 17.1. REC, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval. Performa of agreement is enclosed at Annexure -B.
- 17.2. The Agreement, unless otherwise agreed to, shall be signed within 14 days of the acceptance of the Letter of Award, at the office of REC on a date and time to be mutually agreed. The contract must submit Contract Performance Bank Guarantee with prescribed norms before signing the contract agreement. The Contractor 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.
- 17.3. The Agreement will be signed for awards of value more than Rs. 10 lakhs in two originals and the Contractor shall be provided with one signed original and the rest will be retained by REC.
- 17.4. For the awards of value less than Rs. 10 Lakhs the LOA signed by the authorized signatories of both REC and Contractor will be treated as an agreement.

18. **TERMINATION OF THE CONTRACT:**

In case of poor performance by an agency, REC/MoP 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.

19. **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 and release of final payments.

20. **COMPENSATION FOR DELAY:**

In the event of the Agency failing to submit the reports within the stipulated timelines (as per clause 8.4) for both inspection and submission of reports, the following damages shall be applicable:

- 20.1. In case, the satisfactory inspection reports submitted after 21st day from receipt of inspection notice, Rs. 1,000/- for the each delayed day of submission shall be deducted from the respective bills of the project.
- 20.2. In case, the satisfactory inspection reports submitted from 30th day onwards from receipt of inspection notice, Rs. 1,500/- for the each delayed day of submission shall be deducted from the bills.

Total Compensation for delay 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 Zonal office/Project office.

21. **QUANTITY VARIATION**

REC reserves the right to increase or decrease the quantity of works and services (within the same state) up to 20% (Twenty Percent) value of the total contract price, without any change -in Unit Prices or other terms and conditions. Suitable Amendment/ Communications shall be issued in the event of variation in the quantities. This quantity variation can be exercised in projects falling in States other than the allocated State to the contractor, with mutual consent on same unit price. For the purpose of modification of contract price, unit prices for inspection of villages as quoted by the bidder in BPS shall be applicable.

22. **STATUROTY REQUIREMENTS:**

- 22.1. 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 rates to be quoted shall be inclusive of meeting all such statutory obligations.

22.2. The contractor 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.

23. **MAN-POWER REPORT**

The Contractor shall also submit to the Officer-in-charge of MoP 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.

24. **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 any way 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 FOR EACH PACKAGE

1.1 State wise estimated cost of work (village and substation inspections charges) is enclosed with the bid document. Bidders are requested go through it carefully. Bidder shall require to intimate REC, in Part I of bidding, the name of states for which he/she is quoting.

1.2 Based on number and name of states for which a bidder is quoting his/her rates, credentials of bidders shall be examined. Following minimum credentials shall be desirable for acceptance of financial bid:

- a) Average financial turnover **during the last 4 years, ending 31st March of the previous financial year (31.03.2015)**, should not be less than 70% of the cumulative estimated amount of all states quoted by agency.
- b) Experience of 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:
- (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 amount equal to 80% of the cumulative estimated amount of all states quoted by agency.
- Or
- (ii) Experience in **two 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 amount equal to 50% of the cumulative estimated amount of all states 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 amount equal to 40% of the cumulative estimated amount of all states quoted by agency.

*For agency having experience in Project Execution, the experience of erection amount portion only shall be considered.

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

- Documentary evidence/certificates as a proof of meeting the QR.
- 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 Reference of Quality Manual: The inspections shall be carried out taking FQP documents of Quality Manual and specification, construction drawing associated with the turn-key contract of each project.

1.7 Utilities/CPSUs/other agencies shall not be engaged as National Quality monitors in the following cases:

1.6.1 State Utilities in their own state

1.6.2 For the projects where they are the implementing agencies or have been engaged as TPIA (Tier-I) or RQM (Tier-II) or are providing consultancy services (PMC, PMA etc) to DISCOM/PIA under DDUGJY-RE XII Plan. The bidder has to provide a certificate in this effect.

Even if the bidder is involved in any activity defined above in any of the project/DISCOM in the State, the bidder shall not be eligible to participate in the whole State.

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 'NQM' (National 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 on behalf of Ministry of Power (MoP), Government of India had invited bids from your Agency in response to the Tender Document No. _____ for engagement of National Quality Monitors (NQM) for the inspection in RE component of Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) XII-Plan Projects. REC, on behalf of MoP, 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 NQM assignments in a professional manner.
- iii. REC has been designated as the Nodal Agency by MoP for supervising and overseeing the mandated works of Tier-III Quality Inspections of DDUGJY-RE XII Plan Projects. REC on behalf of MoP shall ensure compliance of Tier-III Quality Control Mechanism for XII-Plan DDUGJY-RE projects through National Quality Monitors (NQM).
- iv. **Award of Contract:** REC, on behalf of MoP, had issued LoA vide letter No. _____ dated _____ to M/s _____ (the agency) and appointed this agency as 'National Quality Monitor' for quality inspection for DDUGJY-RE XII Plan 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.
- v. It is expressly understood and agreed by and between the Agency and REC that REC is entering into this Contract Agreement solely on behalf of MoP.
- vi. 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 National Quality Monitors (Tier-III) of DDUGJY-RE Schemes 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 DDUGJY-RE XII Plan Projects under Tier-III Quality Control Mechanism in the State(s) of _____, to be performed by the Agency as per terms of the LoA attached herewith and as directed by the Nodal Officer 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/GoI 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 and which has substantial bearing on providing Services under this Contract) 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, DDUGJY 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/MoP 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 measures 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, copying 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.

7.2.1 **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.

7.3 **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.

7.4 STATUTORY REQUIREMENTS BY THE AGENCY:

7.4.1 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.

7.4.2 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.

7.5 **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.

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

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

7.7.1 Bidder/contractor 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.

7.7.2 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.

7.7.3 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.

7.7.4 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.

7.7.5 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.

7.7.6 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 include all taxes, duties & levies, duty excluding service tax and surcharge thereon. The Service tax & surcharges at applicable rates (prevailing rates from time to time as notified by Govt. of India) shall be paid along with each invoice. Also, the agency shall have valid service 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 FRADULAENT 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
 [_____]
 Corporation Ltd]

For and on behalf of
 [Rural Electrification

In presence of

In presence of

(Witnesses):

(Witnesses):

(i)

(i)

(ii)

(ii)

VOLUME- I
RE COMPONENT OF DDUGJY – National Quality Monitoring (NQM) on behalf of Ministry of Power, Govt.
of India

BID PROPOSAL SHEET



Rural Electrification Corporation Limited
(A Govt. of India Enterprise)
Core-4, SCOPE Complex
New Delhi – 110 003

BID PROPOSAL SHEETS

Name of the work: **National Quality Monitoring (NQM) works under Tier-III for 273 XII Plan Projects in RE component of DDUGJY**

We have submitted bid for following Nos. of States:

S. No.	Name of States for which bid submitted

The state wise list of projects, number of Un-electrified/Electrified villages covered, number of rural households to be electrified, number of substations (New/Augmentation) and the project cost state-wise has been given in the bidding documents.

We have offered the price against each state separately. As indicated in Invitation for Bids, the contract price shall be firm during the currency of the contract.

The bid proposal sheets are enclosed here with as per format provided in bid document.

In case of any discrepancy between figures and words quoted, words shall prevail.

* Signature & Stamp of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name of the Bidder

Address of the Bidder

Note:

1. Copy of Power of attorney/ authorization letter for the authorized signatory have been submitted along with the bid.

TECHNICAL QUALIFICATION REQUIREMENTS

1. Name of Registered entity:

Describe entity

(Provide documentary evidence)

2. Manpower Available with Bidder

(Provide in detail including their Qualification & experience)

Name	Qualification	Post Qualification experience- years	Nature of experience

3. Nature of business & Activities- Provide details

4. Details of works completed/experience profile

S. No.	Name of the works	Scope & description of works completed successfully	During the Period	Customer	Value of works completed

5. Structure of Quality Control Division in the Bidder's company – provide Organization structure with details of executives engaged in Quality Control Division.

6. Whether already engaged as implementing agency/TPIA/RQM/PMC etc or having any role to play in XII Plan projects under RE COMPONENT OF DDUGJY in state/district for which bid submitted. Please specify and furnish the details.

* Signature & Stamp of the Authorized Signatory

Place:

Date:

Name:

Designation:

Name of the Bidder

Address of the Bidder

FINANCIAL QUALIFICATION REQUIREMENTS

Name of the work: **National Quality Monitoring (NQM) works under Tier-III for 273 XII Plan Projects in RE component of DDUGJY**

Details of Annual Turnover during last four financial years ending 31st March 2015:

S. No.	Year	Annual Turnover (In Rs Lakhs)
1.	2011-12	
2.	2012-13	
3.	2013-14	
4.	2014-15	
Cumulative		
Average		

Details of Similar Experience (Completion Certificated to be enclosed):

If Qualifying through 1.2(b)(i) of Annexure-A to Volume-I “Qualifying Requirements”:

S. No.	Name of Assignment	Employer	Contract Value (in Rs Lakhs)	Award No. & date	Completion Year
1					

If Qualifying through 1.2(b)(ii) of Annexure-A to Volume-I “Qualifying Requirements”:

S. No.	Name of Assignment	Employer	Contract Value (in Rs Lakhs)	Award No. & date	Completion Year
1					
2					

If Qualifying through 1.2(b)(iii) of Annexure-A to Volume-I “Qualifying Requirements”:

S. No.	Name of Assignment	Employer	Contract Value (in Rs Lakhs)	Award No. & date	Completion Year
1					
2					
3					

* Signature & Stamp of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name of the Bidder

Address of the Bidder

SCHEDULE OF DEVIATIONS – COMMERCIAL

Name of the work: **National Quality Monitoring (NQM) works under Tier-III for 273 XII Plan projects in RE component of DDUGJY**

To
Rural Electrification Corporation Limited
Core-4, SCOPE Complex,
Lodi Road, New Delhi - 110 003

All commercial deviations, we are proposing are mentioned hereunder. Apart from deviations we do not have any other commercial deviations whatsoever for the said works.

S. No.	Volume No.	Clause No.	Deviation proposed	Cost compensation for withdrawing the deviation

Additional sheets may be used as required.

We also understand that

1. Deviations mentioned without indicating the cost for withdrawing the same shall not be treated as deviations.
2. We shall comply with all the provisions of the bid documents.

* Signature& Stamp of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name of the Bidder

Address of the Bidder

Note:

1. Copy of Power of attorney/ authorization letter for the authorized signatory- shall be submitted along with the bid.

SCHEDULE OF DEVIATIONS - TECHNICAL

Name of the work: **National Quality Monitoring (NQM) works under Tier-III for 273 XII Plan Projects in RE component of DDUGJY**

To
Rural Electrification Corporation Limited
Core-4, SCOPE Complex,
Lodi Road, New Delhi - 110 003

All technical deviations, we are proposing are mentioned hereunder. Apart from these deviations we do not have any other technical deviations whatsoever for the said works.

S. No.	Volume No.	Clause No.	Deviation proposed	Cost compensation for withdrawing the deviation

Additional sheets may be used as required.

We also understand that

1. Deviations mentioned without indicating the cost for withdrawing the same shall not be treated as deviations.
2. We shall comply with all the provisions of the bid documents.

* Signature & Stamp of the Authorized Signatory

Place:
Date:

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

(* Copy of Power of attorney/ authorization letter for the authorized signatory- shall be submitted along with the bid)

ROLES & RESPONSIBILITIES OF CONTRACTOR

Provide detailed responsibility chart for role & responsibilities of bidder.

* Signature & Stamp of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name of the Bidder

Address of the Bidder

METHODOLOGY SUGGESTED FOR EXECUTION OF THE WORKS FOR UNDERTAKING QUALITY
MONITORING WORKS UNDER RE COMPONENT OF DDUGJY

1. Quality Monitoring as: National Quality Monitors (Tier-III)
2. Name of the state:
3. Number of Districts covered:
4. Number of villages covered:
5. Number of Site offices in the State proposed:
6. Number of Staff proposed to be deployed:
 - Project Manager:
 - Asst. Project Manager:
 - Field Engineers:
 - a. Profile of the Project Manager proposed:
Education Qualification proposed:
Prior Experience (no. of years):
 - b. Profile of the Asst. Project Manager proposed:
Education Qualification proposed:
Prior Experience (no. of years):
 - c. Profile of the Field engineer proposed:
Education Qualification proposed:
Prior Experience (no. of years):
7. Any special training proposed for site engineers:
8. Whether exclusive transport facilities provided to site engineers without depending on the erection contractor:
9. Checks and Balances proposed for ensuring the works as per the standards:
10. Nodal point for Co-ordination of the site engineers:
 - a. At District level:
 - b. At State level:
11. Schedule for completion of assignment. (no. of villages in each quarter may be indicated)

12. Name of the State:

S. no.	Project name/no.	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	5 th Quarter	6 th Quarter

* Signature & Stamp of the Authorized Signatory

Place:

Date:

Name:

Designation:

Name of the Bidder

Address of the Bidder

FORMAT OF INTEGRITY PACT
(On Non-Judicial Stamp paper of Rs 100/-)

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on day of the ...(month)of..... (year), between, on one hand, the **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-110003acting through Shri Govind Singh Bhati, General Manager (DDUGJY/QA) (herein after called the "Employer/REC", which expression shall mean and include, unless *the* context otherwise requires, his success or sin office and assigns) of the First Part and M/s..... (Name of Bidder with registered address) represented by Shri____, Chief Executive Officer (herein after called the "Bidder/Contractor/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted as signs)of the Second Part.

WHEREAS REC proposes to engage National Quality Monitors for 'quality inspections under RE component of Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) XII-Plan projects' under Tier-III of 3-tier Quality Assurance Mechanism (QAM) in the states of and the BIDDER is willing to offer the services and

WHEREAS the BIDDER is a private company/public company, constituted in accordance with the relevant law in the matter and the REC is a CPSU, under Ministry of Power (MoP), performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract for which Bidder is participating with a view to:-

Enabling REC to obtain the desired said Quality Assurance 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 BIDDERS 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 corrupt practices and REC will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties here to here by agree to enter into this Integrity Pact and agree as follows:

Commitments of REC

- 1.1 REC undertakes that no official of REC, 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 REC will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS 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 other Bidders.
- 1.3 All the officials of REC will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to REC with full and verifiable facts and the same is prima facie found to be correct by REC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by REC and such a person shall be debarred from further dealings related to the Bidding process.

Commitments of Bidder

- 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 BIDDER 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 REC, 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 REC or otherwise in procuring the Contractor for bearing to door having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3 Bidders shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.
 - 3.4 Bidders 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 REC that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to REC 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 payments he has made, is committed to or intends to make to officials of REC 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 purposes of competition or personal gain, or pass on to others, any information provided by REC as part of the business relationship, regarding plans, technical proposals 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 REC, oral tentatively, if any relative of an officer of REC has 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 REC.

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 Deposit (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (as prescribed in bid document) as Earnest Money/Security Deposit, with REC through Demand Draft/Banker's Cheque in favour of 'Rural Electrification Corporation Ltd' payable at New Delhi from a Scheduled Commercial Bank approved by RBI.

5.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and REC, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the 'Purchase Contract that the provisions of Sanctions for Violation shall be applicable for feature of Performance Bond in case of a decision by REC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by REC to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle REC take all or any one of the following actions, wherever required:-

(i) 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.

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

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

(iv) To recover all sums already paid by REC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank 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 REC in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and

interest.

- (v) 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 REC, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss 'or damage to REC resulting from such cancellation/rescission and REC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of REC.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by REC with the BIDDER, the same shall not be opened.
 - (X) Forfeiture of Performance Bond in case of a decision by REC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 REC 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 anyone 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.
- 6.3 The decision of REC 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.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/services or subsystems at a price lower than that offered in the present assignment in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems/services 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 REC, if the contract has already been concluded.

8. Independent Monitors

- 8.1 REC has appointed Independent External Monitors (hereinafter referred to as 'Monitors') for this Pact in consultation with the Central Vigilance to as Monitors (Names and Addresses of the Monitors to be given).
- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by REC.

- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of REC 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 with confidentiality.
- 8.7 REC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of REC within 8 to 10 weeks from the date of reference or intimation to him by REC / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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 aton.....

G S Bhati
GM (DDUGJY/QA)
Rural Electrification Corporation Ltd (REC)

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.....
2.....

Witness
1.....
2.....

ACCEPTANCE FORM FOR PARTICIPATION IN e-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.

* Signature & Stamp of the Authorized Signatory

Place:

Date:

Name:

Designation:

Name of the Bidder

Address of the Bidder

FORMAT FOR PRICE BID

Name of bidder:

S. No.	Name of State	Nos. of Projects	Nos. of villages to be inspected	Nos. of substations to be inspected	Unit price (for village/ substation) (in Rs)	Man day rates for miscellaneous works (in Rs)	Total amount [Col'6 * (Col'4 + Col'5)] (in Rs)
1	2	3	4	5	6	7	8
Total							

Note: Price bids are to be submitted only online.

Scope of NQM under XII Plan DDUGJY-RE works

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
Assam									
1	Goalpara	APDCL	0	545	545			5	0
2	Tinsukia	APDCL	0	1096	1096		3	11	1
3	Baksa	APDCL	5	547	552	2	3	6	2
4	Chirang	APDCL	10	465	475	1	1	5	2
5	Udalguri	APDCL	0	734	734		5	7	1
6	Cacher	APDCL	15	589	604	2	6	6	2
7	Sivasagar	APDCL	142	641	783	2	2	8	2
8	Sonitpur	APDCL	4	491	495	4	3	5	2
9	Hailakandi	APDCL	4	318	322		5	3	1
10	Karimganj	APDCL	42	723	765		6	8	1
11	Barpeta	APDCL	18	625	643	2	5	6	2
12	Nalbari	APDCL	28	396	424	2	5	4	2
13	Darrang	APDCL	29	437	466	1	2	5	2
14	Lakhimpur	APDCL	89	941	1030	1	5	10	2
15	Dhemaji	APDCL	401	907	1308	1	3	13	2
16	Nagaon	APDCL	222	804	1026	2	5	10	2
16	Total Assam		1009	10259	11268	20	59	112	26
Bihar									
1	Begusarai	NBPDCL	0	694	694	3	12	7	2
2	Darbhanga	NBPDCL	47	1024	1071	2	13	11	2
3	Gopalganj	NBPDCL	381	1118	1499	2	11	15	2
4	Kaithar	NBPDCL	1050	257	1307	9	5	13	2
5	Khagaria	NBPDCL	29	199	228		5	2	1
6	Madhepura	NBPDCL	8	372	380	1	9	4	2
7	Madhubani	NBPDCL	30	1003	1033		17	10	1
8	Muzzafarpur	NBPDCL	0	1717	1717	3	7	17	2
9	Paschim	NBPDCL	229	1245	1474	3	10	15	2
10	Purba	NBPDCL	29	1224	1253	6	15	13	2
11	Saharsa	NBPDCL	0	351	351	1	4	4	2
12	Samastipur	NBPDCL	46	1063	1109	1	7	11	2
13	Saran	NBPDCL	560	1205	1765	4	15	18	2
14	Sheohar	NBPDCL	6	185	191	2	3	2	2
15	Sitamarhi	NBPDCL	30	769	799	1	8	8	2
16	Supaul	NBPDCL	15	460	475		10	5	1
17	Vaishali	NBPDCL	22	1400	1422		13	14	1
17	Total NBPDCL		2482	14286	16768	38	164	169	30
1	Arwal	SBPDCL	0	299	299	1	3	3	2

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
2	Aurangabad	SBPDCL	84	1658	1742		7	17	1
3	Bhagalpur	SBPDCL	118	826	944	2	9	9	2
4	Buxar	SBPDCL	84	751	835	1	6	8	2
5	Jamui	SBPDCL	54	1192	1246	1	6	12	2
6	Jehanabad	SBPDCL	11	530	541		5	5	1
7	Kaimur	SBPDCL	42	1186	1228		9	12	1
8	Lekhisarai	SBPDCL	24	338	362	1	3	4	2
9	Munger	SBPDCL	28	506	534	1	4	5	2
10	Sheikhpura	SBPDCL	0	261	261	1	3	3	2
10	Total SBPDCL		445	7547	7992	8	55	78	17
27	Total Bihar		2927	21833	24760	46	219	247	47
Chhattisgarh									
1	Dhamtari	CSPDCL	0	602	602		4	6	1
2	Janjgir -	CSPDCL	0	892	892		9	9	1
3	Korba	CSPDCL	5	706	711		5	7	1
4	Mahasamund	CSPDCL	0	1036	1036		5	10	1
4	Total Chhattisgarh		5	3236	3241		23	32	4
Jammu & Kashmir									
1	Doda	JKPDCL	0	187	187			2	0
2	Ramban	JKPDCL	1	89	90		1	1	1
3	Kishtwar	JKPDCL	44	76	120			1	0
3	Total Jammu & Kashmir		45	352	397		1	4	1
Jharkhand									
1	Bokaro	DVC	0	485	485		4	5	1
2	Dhanbad	DVC	0	1010	1010		3	10	1
3	Giridih	DVC	5	2229	2234		9	22	1
4	Gumla	DVC	5	123	128		4	1	1
5	Hazaribagh	DVC	8	945	953	5	5	10	2
6	Ramgarh	DVC	6	287	293	2	2	3	2
7	Kodarma	DVC	16	499	515		4	5	1
8	Ranchi	JSEB	171	1098	1269	3	6	13	2
9	Khunti	JSEB	66	624	690		2	7	1
10	Lohardaga	JSEB	31	262	293	1	3	3	2
11	Jamtara	JSEB	0	998	998		2	10	1
12	East Singhbhum	JSEB	0	1542	1542		1	15	1
13	Deogarh	JSEB	0	1793	1793		1	18	1
14	Godda	JSEB	0	2041	2041		6	20	1
15	Pakur	JSEB	0	1158	1158			12	0
16	Sahibganj	JSEB	0	1602	1602			16	0
17	Saraikela-	JSEB	0	1088	1088		1	11	1
17	Total Jharkhand		308	17784	18092	11	53	181	19

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
Karnataka									
1	Bangalore Rural	BESCOM	0	820	820			8	0
2	Chikkaballapura	BESCOM	0	1415	1415			14	0
3	Davangere	BESCOM	0	770	770			8	0
4	Kolar	BESCOM	0	1537	1537			15	0
5	Ramanagara	BESCOM	0	578	578			6	0
6	Gulbaraga	GESCOM	0	909	909			9	0
7	Mandya	CESCOM	0	1339	1339			13	0
8	Mysore	CESCOM	0	1145	1145			11	0
9	Haveri	HESCOM	0	692	692			7	0
9	Total Karnataka		0	9205	9205	0	0	91	0
Madhya Pradesh									
1	Ashok Nagar	MPMKVVCL	0	0	0	9		0	1
2	Guna	MPMKVVCL	0	0	0	11		0	1
3	Sheopur	MPMKVVCL	0	0	0	4		0	1
4	Shivpuri	MPMKVVCL	0	0	0	10		0	1
5	Betul	MPMKVVCL	0	1332	1332		2	13	1
6	Bhind	MPMKVVCL	0	831	831		4	8	1
7	Datia	MPMKVVCL	0	555	555		4	6	1
8	Harda	MPMKVVCL	0	535	535		2	5	1
9	Morena	MPMKVVCL	0	649	649		4	6	1
10	Raisen	MPMKVVCL	0	609	609		2	6	1
11	Vidisha	MPMKVVCL	0	1335	1335		7	13	1
11	Total MPMKVVCL		0	5846	5846	34	25	57	11
1	Chhindwara	MPPoKVVC	1	1543	1544		11	15	1
2	Anuppur	MPPoKVVC	13	505	518		3	5	1
3	Balaghat	MPPoKVVC	16	1153	1169		5	12	1
4	Chhatarpur	MPPoKVVC	2	1075	1077		8	11	1
5	Dindori	MPPoKVVC	39	694	733		1	7	1
6	Jabalpur	MPPoKVVC	0	1359	1359		7	14	1
7	Katni	MPPoKVVC	10	852	862		6	9	1
8	Mandla	MPPoKVVC	3	1136	1139		9	11	1
9	Panna	MPPoKVVC	68	865	933		5	9	1
10	Rewa	MPPoKVVC	0	1498	1498		9	15	1
11	Sagar	MPPoKVVC	0	1652	1652		11	17	1
12	Satna	MPPoKVVC	0	1583	1583		8	16	1
13	Shahdol	MPPoKVVC	0	771	771		4	8	1
14	Sidhi	MPPoKVVC	1	861	862		5	9	1
15	Tikamgarh	MPPoKVVC	1	426	427		6	4	1
15	Total MPPoKVVC		154	15973	16127	0	98	162	15
1	Alirajpur	MPPsKVVC	4	288	292			3	0

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
2	Dhar	MPPsKVVC	0	630	630			6	0
3	East Nimar	MPPsKVVC	0	654	654		6	7	1
4	Indore	MPPsKVVC	0	371	371			4	0
5	Jhabua	MPPsKVVC	0	462	462			5	0
6	Neemuch	MPPsKVVC	2	549	551		3	6	1
7	Ratlam	MPPsKVVC	0	590	590			6	0
8	Ujjain	MPPsKVVC	0	396	396			4	0
8	Total MPPsKVVC		6	3940	3946	0	9	41	2
34	Total Madhya Pradesh		160	25759	25919	34	132	260	28
Manipur									
1	Bishnupur	Power Dept.	0	46	46		2	1	1
2	Chandel	Power Dept.	65	293	358		1	4	1
3	Churachandpur	Power Dept.	96	384	480	1		5	1
4	Senapati	Power Dept.	27	512	539			5	0
5	Tamenglong	Power Dept.	17	149	166		1	2	1
6	Ukhrul	Power Dept.	0	206	206			2	0
6	Total Manipur		205	1590	1795	1	4	19	4
Mizoram									
1	Aizawal	Power Dept.				0	1	0	1
2	Mamit	Power Dept.				0	3	0	1
3	Kolasib	Power Dept.				0	3	0	1
4	Champhai	Power Dept.				1	1	0	2
5	Serchhip	Power Dept.				1	1	0	2
6	Lunglei	Power Dept.				2	2	0	2
7	Lawngtlai	Power Dept.				1	0	0	1
8	Saiha	Power Dept.				2	1	0	2
8	Total Mizoram		0.0	0.0	0.0	7	12	0	12
Nagaland									
1	Dimapur	Power Dept.	0	132	132	1		1	1
2	Kiphire	Power Dept.	0	37	37			1	0
3	Kohima	Power Dept.	0	43	43			1	0
4	Longleng	Power Dept.	0	37	37		1	1	1
5	Mokokchung	Power Dept.	0	56	56		1	1	1
6	Mon	Power Dept.	0	47	47			1	0
7	Peren	Power Dept.	0	57	57			1	0
8	Phek	Power Dept.	0	80	80			1	0
9	Tuensang	Power Dept.	0	43	43			1	0
10	Wokha	Power Dept.	0	122	122			1	0
11	Zunheboto	Power Dept.	1	143	144		2	1	1
11	Total Nagaland		1	797	798	1	4	11	4
Orissa									

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
1	Anugul		221	1341	1562		3	16	1
2	Balangir		9	1744	1753		14	18	1
3	Bargarh		5	1193	1198		12	12	1
4	Debagarh		101	462	563		1	6	1
5	Dhenkanal		16	1018	1034		3	10	1
6	Jharsuguda		0	351	351		5	4	1
7	Kalahandi		184	1665	1849		11	18	1
8	Kendujhar		127	1848	1975		13	20	1
9	Koraput		257	1434	1691		14	17	1
10	Nayagarh		19	1163	1182		6	12	1
11	Nuapada		69	569	638		4	6	1
12	Sambalpur		9	1303	1312		9	13	1
12	Total NESCL		1017	14091	15108	0	95	152	12
1	Boudh		44	897	941		1	9	1
2	Gajapati		182	1126	1308		2	13	1
3	Kandhamal		305	1327	1632			16	0
4	Puri		4	1546	1550		11	16	1
5	Rayagada		356	1357	1713		1	17	1
5	Total NHPC		891	6253	7144	0	15	71	4
1	Baleshwar		15	2497	2512		4	25	1
2	Bhadrak		19	1204	1223			12	0
3	Cuttack		0	1738	1738		6	17	1
4	Jagatsinghpur		20	1173	1193			12	0
5	Jajpur (CESU)		0	533	533		1	5	1
6	Jajpur (NESCO)		3	1191	1194		2	12	1
7	Kendrapara		1	1324	1325			13	0
8	Khordha		8	1272	1280		6	13	1
9	Malkangiri		255	736	991		3	10	1
10	Mayurbhanj		436	3380	3816			38	0
11	Nabrangpur		190	695	885			9	0
12	Subarnapur		110	853	963		6	10	1
13	Sundargarh		148	1362	1510		13	15	1
14	Ganjam		31	2720	2751		22	28	1
14	Total PGCIL		1236	20678	21914	0	63	219	9
31	Total Orissa		3144	41022	44166	0	173	442	25
Rajasthan									
1	Ajmer	AVVNL	0	792	792		0	8	0
2	Bhilwara	AVVNL	3	1247	1250		0	13	0
3	Chittorgarh	AVVNL	5	1249	1254		0	13	0
4	Dungarpur	AVVNL	6	816	822		0	8	0
5	Jhunjhunu	AVVNL	0	765	765		0	8	0

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
6	Nagaur	AVVNL	5	803	808		0	8	0
7	Pratapgarh	AVVNL	21	931	952		2	10	1
8	Rajasamand	AVVNL	0	943	943		0	9	0
9	Sikar	AVVNL	1	963	964		0	10	0
9	Total AVVNL		41	8509	8550	0	2	87	1
1	Alwar	JVVNL	0	1893	1893		0	19	0
2	Baran	JVVNL	1	1073	1074		0	11	0
3	Bharatpur	JVVNL	0	1325	1325		0	13	0
4	Bundi	JVVNL	1	793	794		0	8	0
5	Dausa	JVVNL	0	791	791		0	8	0
6	Jhalawar	JVVNL	0	993	993		0	10	0
7	Karauli	JVVNL	0	662	662		0	7	0
8	Kota	JVVNL	0	773	773		0	8	0
9	Swai Madhopur	JVVNL	2	710	712		0	7	0
10	Tonk	JVVNL	0	703	703		0	7	0
10	Total JVVNL		4	9716	9720	0	0	98	0
1	Bikaner	JdVVNL	22	772	794		4	8	1
2	Churu	JdVVNL	2	837	839		0	8	0
3	Ganganagar	JdVVNL	4	2277	2281		0	23	0
4	Jaisalmer	JdVVNL	115	543	658		3	7	1
5	Jalore	JdVVNL	0	645	645		0	6	0
6	Jodhpur	JdVVNL	43	808	851		5	9	1
7	Pali	JdVVNL	7	834	841		2	8	1
8	P.S. Ladnu	JdVVNL	0	93	93		0	1	0
9	Sirohi	JdVVNL	1	363	364		3	4	1
9	Total JdVVNL		194	7172	7366	0	17	74	5
28	Total Rajashtan		239	25397	25636	0	19	259	6
Tripura									
1	Dhalai	TSECL	17	116	133	1	1	1	2
2	Gomoti	TSECL	0	131	131	1	1	1	2
3	Khowai	TSECL	0	71	71	2		1	1
4	North Tripura	TSECL	5	85	90	2	1	1	2
5	Unakoti	TSECL	4	70	74	1	1	1	2
6	West Tripura	TSECL	0	70	70	2		1	1
6	Total TSECL		26	543	569	9	4	6	10
1	Shipahijala	NEEPCO	0	108	108	2		1	1
2	South Tripura	NEEPCO	0	127	127	2		1	1
2	Total NEEPCO		0	235	235	4	0	2	2
8	Total Tripura		26	778	804	13	4	8	12
Uttar Pradesh									
1	Etawah	DVVNL	0	682	682		2	7	1

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
2	Kannauj	DVVNL	0	615	615		6	6	1
3	Mainpuri	DVVNL	3	727	730		1	7	1
4	Agra	DVVNL	0	888	888		13	9	1
5	Aligarh	DVVNL	0	1173	1173		4	12	1
6	Auraiya	DVVNL	0	753	753	3	3	8	2
7	Banda	DVVNL	0	626	626		7	6	1
8	Chitrakoot	DVVNL	0	520	520		1	5	1
9	Etah	DVVNL	0	840	840		0	8	0
10	Farrukhabad	DVVNL	2	855	857		2	9	1
11	Firozabad	DVVNL	9	778	787		3	8	1
12	Hamirpur	DVVNL	0	467	467		3	5	1
13	Jalaun	DVVNL	0	911	911		7	9	1
14	Jhansi	DVVNL	0	720	720		5	7	1
15	Kanpur Dehat	DVVNL	0	970	970	5	7	10	2
16	Kanpur Nagar	DVVNL	0	882	882	2	4	9	2
17	Kashiram Nagar	DVVNL	0	645	645	4	1	6	2
18	Lalitpur	DVVNL	0	655	655	1	4	7	2
19	Mahamaya	DVVNL	25	624	649		7	6	1
20	Mahoba	DVVNL	0	405	405		1	4	1
21	Mathura	DVVNL	0	702	702		6	7	1
21	Total DVVNL		39	15438	15477	15	87	155	25
1	Badaun	MVVNL	409	1148	1557	2		16	1
2	Ambedkar Nagar	MVVNL	0	1687	1687	4		17	1
3	Amethi	MVVNL	0	983	983			10	0
4	Balrampur	MVVNL	0	909	909	3	4	9	2
5	Bareilly	MVVNL	115	1824	1939		7	19	1
6	Faizabad	MVVNL	0	1212	1212	2		12	1
7	Gonda	MVVNL	0	1811	1811	4		18	1
8	Hardoi	MVVNL	0	2048	2048	2		20	1
9	Lucknow	MVVNL	265	481	746	1	8	7	2
10	Pilibhit	MVVNL	0	782	782		3	8	1
11	Rae Bareli	MVVNL	0	297	297	2		3	1
12	Shrawasti	MVVNL	0	534	534			5	0
13	Sitapur	MVVNL	1	2345	2346	3		23	1
14	Sultanpur	MVVNL	0	742	742			7	0
14	Total MVVNL		790	16803	17593	23	22	174	13
1	Sambhal	PsVVNL	7	865	872		8	9	1
2	Baghpat	PsVVNL	0	267	267		5	3	1
3	Bijnor	PsVVNL	0	1970	1970		14	20	1
4	Gautam Buddha	PsVVNL	0	285	285		2	3	1

Sl.	Name of Project	PIA	Coverage of villages			Coverage of S/s		NQM Scope	
			UE	PE	Total villages	New	Aug	Villages (1% of coverage)	S/s (1 New + 1 Aug.)
5	Ghaziabad	PsVVNL	0	171	171		2	2	1
6	Hapur	PsVVNL	2	301	303		6	3	1
7	Jyotiba Phule	PsVVNL	8	875	883			9	0
8	Meerut	PsVVNL	0	487	487		3	5	1
9	Moradabad	PsVVNL	12	858	870		7	9	1
10	Rampur	PsVVNL	8	1070	1078		3	11	1
11	Saharanpur	PsVVNL	20	1110	1130		24	11	1
12	Shamli	PsVVNL	0	283	283		13	3	1
12	Total PsVVNL		57	8542	8599	0	87	88	11
1	Kushinagar	Powergrid	0	904	904	3	12	9	2
2	Azamgarh	PuVVNL	0	3310	3310			33	0
3	Basti	PuVVNL	0	2815	2815			28	0
4	Chandauli	PuVVNL	0	1165	1165			12	0
5	Deoria	PuVVNL	0	1902	1902		1	19	1
6	Fatehpur	PuVVNL	0	1359	1359		6	14	1
7	Ghazipur	PuVVNL	0	2323	2323		2	23	1
8	Kaushambi	PuVVNL	0	714	714		8	7	1
9	Mahrajganj	PuVVNL	0	1140	1140		3	11	1
10	Mau	PuVVNL	0	1274	1274		3	13	1
11	Mirzapur	PuVVNL	0	1589	1589		3	16	1
12	Pratapgarh	PuVVNL	0	1961	1961		9	20	1
13	Sant Kabir	PuVVNL	0	1353	1353		2	14	1
14	Sant Ravidas	PuVVNL	0	1005	1005		1	10	1
15	Siddarthnagar	PuVVNL	0	2201	2201		5	22	1
16	Sonbhadra	PuVVNL	0	1227	1227			12	0
17	Varanasi	PuVVNL	0	1187	1187		7	12	1
17	Total PuVVNL		0	27429	27429	3	62	275	14
64	Total Uttar		886	68212	69098	41	258	692	63
West Bengal									
1	Bardhaman	WBSEDCL	0	1283	1283			13	0
2	Darjiling	WBSEDCL	4	208	212		2	2	1
3	Haora	WBSEDCL	0	528	528	1		5	1
4	Hugli	WBSEDCL	0	531	531			5	0
5	Koch Bihar	WBSEDCL	0	513	513		3	5	1
6	Nadia	WBSEDCL	0	990	990		6	10	1
7	North 24	WBSEDCL	0	1575	1575	3		16	1
7	Total West Bengal		4	5628	5632	4	11	56	5
273	GRAND TOTAL		8959	231852	240811	178	972	2414	256

Estimated cost of the Assignment

Sl.	Name of State	Estimated Cost (in Rs.)
1	Assam	27,52,493
2	Bihar	22,05,000
3	Chhattisgarh	3,60,000
4	Jammu & Kashmir	45,331
5	Jharkhand	21,75,884
6	Karnataka	9,10,000
7	Madhya Pradesh	21,60,000
8	Manipur	5,98,000
9	Mizoram	2,39,347
10	Nagaland	2,99,184
11	Orissa	32,69,000
12	Rajasthan	17,77,879
13	Tripura	3,98,912
14	Uttar Pradesh	56,62,500
15	West Bengal	3,87,126
15	GRAND TOTAL	2,32,40,656

Earnest Money Deposit**Category on the basis of estimated Contract Value EMD in Rupees (₹)**

a. Tenderers valuing upto ₹5.0 Lakhs	- ₹5000/-
b. Tenderers valuing upto ₹5.0 Lakhs and upto ₹10.0 Lakhs	- ₹10000/-
c. Tenderers valuing upto ₹10.0 Lakhs and upto ₹25.0 Lakhs	- ₹25000/-
d. Tenderers valuing upto ₹25.0 Lakhs and upto ₹50.0 Lakhs	- ₹50000/-
e. Tenderers valuing upto ₹50.0 Lakhs and upto ₹1.0 Crore	- ₹1,00,000/-
f. Tenderers valuing upto ₹1.0 Crore and upto ₹2.5 Crores	- ₹2,50,000/-
g. Tenderers valuing upto ₹2.5 Crores and upto ₹5.0 Crores	- ₹5,00,000/-
h. Tenderers valuing more than ₹5.0 crores	- ₹5,00,000/- +

(Plus) 0.1% of value over ₹5.0 cr

Bidder e-Procurement Manual**CONTACT:**

Helpdesk No's
Phone 011-49424365

STEP 1

Registration Process

Website address: www.tenderwizard.com/REC

- Click on "Tender Free View" 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 REC to enable your User ID.
- After this vendor can key in their User Id and Password and get successful entry into the application.

STEP 2

Participation

Vendor should login with his USER ID and PASSWORD

- After Successful entry into the application click on hyperlink "UnApplied".
- 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 gifs 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".
Note: - will send you forms (Electronic Financial bid & Technical bid sheets).
- You will get two excel files "Technical Sheet.xls" and "Cost 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 blue 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

Technical Sheet and Cost 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 General Document, 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

Attachment of general document to a particular tender

1. Go to Tender Documents screen of that particular tender
2. Go to click here to Attach General Documents-Additional documents can be optionally Uploaded General Document Summary sheet will appear.
3. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
4. 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) Technical Sheet

B) Cost Sheet or price bid

C) EMD details

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

STEP 4

Acknowledgement

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on "OK". Then the status will change to submitted.

STEP 5

OPENING

- After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.
- To view the opened tenders click on the "Opened/Awarded" link then click on edit form to view your competitors bid sheets who participated with you and who are not disqualified.

Note:

- If you do not get the submitted status and token number, contact tendering authority well in advance. REC shall not be responsible for tender's not received or submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.
- If any queries please contact REC Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.