



आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड
REC POWER DISTRIBUTION COMPANY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)
CIN No. RECPDCL-U40101DL2007GOI165779

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EOI No: RECPDCL/Tec/EOI/Empanelment/2018-19/383

Dated: 23.04.2018

Notice Inviting Tender (NIT)

(Invited through e-Tendering mode only)

For Empanelment of Agencies for Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights/LED Flood Lights for period of 7 years in Bihar.

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Corporate office

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Website: www.recpdcl.in

Description of task, e-tender submission format and procedure is provided in the EOI available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.com), e-tendering website (www.tenderwizard.com/REC)

Important Dates	
Date of Release of EOI	23.04.2018
Last date of submission of EOI	08.05.2018 at 15:30 Hours
Date of Opening of EOI	08.05.2018 at 16:00 Hours

Note: Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

**-Sd-
(Salil Kumar)
Addl. C.E.O.**

[This document is meant for the exclusive purpose of Agencies against this EOI and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.]

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SECTION-I

Important Information:

Sl. No.	Event	Information to the Agencies	
1	Date of Release of EOI	23.04.2018	
3	Last Date for online Submission of EOI	08.05.2018 at 15:30 Hours	
4	Date of Opening of EOI response	08.05.2018 at 16:00 Hours	
5	EOI document	The details can be downloaded free of cost from the websites: www.recpdcl.in (or) www.recindia.com (or) www.eprocure.gov.in .	
6	Date & Time of presentation	Will be intimated later after evaluation of eligibility / qualification criteria as per EOI.	
7	EMD Details	EMD of Rs. 5000/- (Rupees Five Thousand Only) in favor of "REC Power Distribution Company Limited" payable at New Delhi in the form of DD/BG is to be submitted by the contractor.	
7	Address for communication	REC Power Distribution Company Limited., 4 th Floor, Kribhco Bhawan, A-10 Sector-1, Noida, Uttar Pradesh-201301 Phone : +91-120-4383783; Email: bd.delhi@recpdcl.in	
8	Contact Person	Shri. Ajay Kumar Gupta, Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) 4 th Floor, Kribhco Bhawan, A-10 Sector-1, Noida, Uttar Pradesh-201301 Phone : +91-120-4383783; Email: co.delhi@recpdcl.in	Shri. Sunil Bisht, Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) 4 th Floor, Kribhco Bhawan, A-10 Sector-1, Noida, Uttar Pradesh-201301 Phone : +91-120-4383783; Email: bd.delhi@recpdcl.in
9	Period of empanelment	Initially for a period of one year which may further be renewed as per the sole discretion of RECPDCL.	

SECTION-II

PREFACE

INTRODUCTION:

REC Power Distribution Company Limited (RECPDCL) is a wholly owned subsidiary of Rural Electrification Corporation Ltd (REC), a “*Navratna CPSE*” under the Ministry of Power, Govt. of India.

RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India’s schemes for power utilities across the country and various regulatory assignments with CERC/SERCs. It includes the project works under Rural Electrification, urban electrification, PMC works, DPR preparations under various schemes of Govt. of India, and other power project schemes, Third Party Inspections, Feeder Renovation Programme, Feeder Separation, HVDS Programme, Lender’s Engineers Assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, System study, MRI based billing and Cost Book Data Preparation as per the need of the power utilities, State/Central Electricity Regulatory Commission across the country.

SECTION-III

INTENT AND OBJECTIVES

RECPDCL is inviting Expression of Interest (EOI) along with the information as required for the detailed evaluation from the prospective agencies who can participate in this empanelment process as per the eligibility criteria and terms & conditions mentioned in this EOI.

RECPDCL encourages participation of the agencies which are technically and professionally qualified in the sector of power distribution electrical equipment installation with experienced personnel and resources to provide the services required by the RECPDCL in timely and efficient manner.

The objective of this empanelment will be broadly to work in the area of LED based lighting systems, including Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights in place of conventional lights, testing, commissioning, operation and maintenance in different application areas such as street lights, Buildings, houses etc. in various districts of Bihar. However, the detailed scope of work will be finalized on case to case basis by RECPDCL at its sole discretion while seeking financial quote from the empanelled agencies.

Agencies will be empanelled for said area of work **as per eligibility criteria as detailed in Section-IV.**

SECTION-IV

Empanelment Eligibility/ Qualification Criteria

S. No.	Minimum Qualification Criteria	Documents Required
1	Any 'A' class Electrical Contractors having valid certifications and registered with CPWD, State PWD, MES, RDSO or any ULB of North India, Jharkhand, Bihar and having valid license under Contractor Labour (Regulation & Abolition) Act, 1970	Certificate issued by Competent Government Authority i.e. Electrical Licensing Authority. Contractor should submit the relevant experience certificates/Agreement copies/LOA/POs/completion certificate, to showcase the Work experience. In addition to the above Satisfactory work performance certificate from Concerned /authorized representative for above mentioned works should be submitted.
2	Agency should have minimum 1-year work experience of similar work done in North India, Jharkhand or Bihar in the past three financial year. North India means states of Delhi-NCR, Himachal Pradesh, Punjab, Haryana, Chandigarh, Madhya Pradesh and Rajasthan.	Contractor to submit relevant document as proof.
3	The Contractor should be a registered company / proprietor firm / partnership firm.	Company registration certificate or any relevant document issued by the Govt.
4	Contractor must have their own maintenance team with minimum. Strength of 20 nos. proof to be submitted and Should have provided minimum of 20 Semi skilled/Skilled manpower for at least 1 year in the last 3 financial years i.e. Lineman, Asst. Lineman in any Electricity Board/ Power Utility/ Urban Local bodies in a single Contract.	EPF Deposits/Salary slips/self-certification from Contractor mention the Names of people on company letter head etc.
5	Contractor to have own at least one office the Headquarter of the cluster allotted in Bihar before the last date of submission of documents.	Company registration certificate or self-certification from Contractor if outside Bihar
6	Contractor's average annual turnover for last three financial years (FY 2016-17, 2015-16, 2014-15) should be at least Rs. 1.7 crores.	Audited balance sheet of last three FY 2016-17, 2015-16, 2014-15 is to be submitted with summary as cover page on company's letterhead.
7	Contractor should have valid GST Registration & PAN No. & should fulfill all statutory compliances like PF, ESIC registration.	GST registration certificate, Valid PAN No, EPF Registration etc.

SECTION-V

SCOPE OF WORK

The empaneled agencies **broadly** would be required **but not limited** to following:

To work in the area of Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights under various ULBs of Bihar. However, the detailed scope of work will be finalized by RECPDCL at its sole discretion while seeking financial quote from the empaneled agencies.

LED Lighting Projects of similar nature means: Installation (Retrofit), Dismantling, Testing, Commissioning, Repair, Operation and Maintenance of LED Street Lights in various areas of applications such as Street Lights in Municipal/ Civic areas, Commercial Buildings, Offices, Institutions or any other area for any Central Government/ State Government/ Semi-Government Organization/ Public Sector Undertaking (PSU) in India.

1) The detailed scope of work and other terms and conditions is mentioned hereunder:

1.1. Installation (Retrofit) & Commissioning:

- i. Receiving, transfer of material to installation site and proper accounting of all materials including new and old streetlights from RECPDCL and project sites respectively. Adequate Storage, godown and office space for the purpose to be provided by Contractor. Cost of all these to be built into the Contractor's rates, once the financial bid is called by the empaneled Contractors at later stage. No separate payment shall be made for these items.
- ii. Pole numbering as per format provided by RECPDCL.
- iii. Dismantling of old streetlights, installation and commissioning of new LED lights on the designated poles and masts. Subsequently, submission of dismantled old Street Luminaires (with proper handling & in "as it is" condition) to the ULB on day to day basis & taking receipt from store in-charge or representative of the ULB thereof and concurrently seeking joint verification report in RECPDCL's prescribed format for Installation of new LED Street Lights from authorize representative of RECPDCL on day to day basis. During dismantling, the Contractor shall ensure that lights and old arm, clamp (if replaced) are removed safely without leaving behind any broken pieces on road.
- iv. In case of buy-back, the Contractor has to quote the buy-back price and take over material from project side & dispose the dismantled luminaires safely & in line with the applicable environmental norms.
- v. Replacement of old/damaged pole arms/clamps, damaged wire/cables, repairs of junction boxes, repair or replacement of jumper wire and re-installation of new box connectors, replacement of old/damaged MCB. The retrofits may also include items such as nuts, bolts, wires, pole arms, bimetallic connectors etc. which shall be paid as per the approved terms/rates as mentioned below (at IDC Rate) after due concurrence of Engineer In-Charge (EIC). However, RECPDCL reserves the right to supply pole arms, clamps etc. on its own which has to be further installed by the Contractor.
- vi. Safe storage of material including accessories as well as spares with security during the entire installation and maintenance period of 7 years shall be under scope of the Contractor.
- vii. Proper recording of dismantled lamps/drivers/spares on daily basis.
- viii. Proper recording of LED street lights/Flood lights installed and old conventional fixtures dismantled.
- ix. Carry out rectification works wherever necessary for proper and reliable operation of LED streetlights.

- x. Repair/replacement of defective components of luminaire or entire luminaire to restore LED luminaire to glowing condition including supply of materials required for the same. This shall include all activities involved for the restoration including associated wiring connections up to supply tap-off. The cable required from supply point at junction box at the bottom of pole to luminaire shall be responsibility of Contractor except infrastructure related to streetlight phase cable/phase supply. Further, any complaint for failure of luminaire due to connector and loose connections shall be in Contractors account.
- xi. Maintenance of all items installed by Contractor, for a period of 7 years.
- xii. Responsible for manual ON & OFF of installed LED streetlights/flood lights on daily basis (This shall be till the installation of CCMS/Timer Switch or in case of failure of CCMS/Timer switch till 7 years).
- xiii. Maintenance of installed lights during installation phase.
- xiv. The specifications for materials, if to be provided by Contractor, shall be provided by RECPDCL. Contractor has to provide the materials as per the specifications given by RECPDCL. Material testing will be done if required and the expenditure will be borne by agency.
- xv. Key Requirements for installation work:
 - a. Manpower (during installation phase).
 - b. Sufficient Installation team for carrying out above work.
 - c. One supervisor for every 5 installation/maintenance teams.
 - d. High Lift Hydraulic Ladder/Tower Crane: One vehicle per 5000 lights
 - e. Four Wheeler with telescopic/folding FRP/Aluminium Ladder: One vehicle for every 4000 lights

1.2. Maintenance of LED Street Light/Flood Light for 7 years:

The Contractor shall ensure satisfactory performance of the LED streetlight fixtures for a Period of seven (7) years. Contractors responsibility includes dismantling of defective fixtures, Repair and/or replace defective parts/components in the lights and re-installation of lights on-site after repairs/replacement. During the project period of 7 years, following maintenance work will have to be carried out by the Contractor; Repairing/ replacement of all defective components and sub-components of the system as per the requirement to ensure proper operation/ functioning of the LED fixtures.

1. The scope of work includes repairing/ replacement of part(s) to make the system functional, whenever a defect is noticed or reported at site.
2. The breakdown shall be corrected within 48 hours from time of receipt of complaint.
3. When the repairs/ replacement are not in the scope of the Contractor, it has to be promptly reported to RECPDCL/ respective RECPDCL/ULB official(s).
4. All spares for repair and maintenance of LED Street Lights will be provided by the RECPDCL of these lights for seven (7) years.
5. All the machineries and instruments required for the Repair & Maintenance is to be arranged by Contractor and their expense is also to be borne by them, RECPDCL will only provide the coordination.
6. Contractor shall ensure proper recording of the dismantled lamps/drivers on daily basis handing over certification has to be taken from respective authorities of ULB & RECPDCL to avoid any discrepancy at a later stage.
7. Contractor shall perform the following activities under maintenance service:
 - a) Attending LED Street Light/ Flood Light faults based on CCMS report and from any other source.
 - b) In case of power supply related issues coordinate with Concern DISCOM or Agency.
 - c) Attend complaints passed on by through customer complaint mechanism/ CCMS/ Municipal official(s)/RECPDCL /PMC agency reports or any other source.

8. Contractor has to install new fixtures if necessary as and when required, as per the quoted rates. However, RECPDCL will supply the new fixtures.
9. Receiving and recording complaints and rectifications done on a daily basis. Diagnosis as well as rectification of all issues which includes failure/flickering or any other issues pertaining to fixtures and accessories. All complaints to be rectified within 48 hours of receiving the complaint (minimum uptime of 95% to be ensured by Contractor)
 - i. To replace the defective/non-functional LED Street Lights within 48 hours of the failure or reported failure. Starting of failure period for record will be based on the report from CCMS system. In the absence of CCMS, starting of failure period for record will be time of reporting by ULB/ RECPDCL /PMC authorized representative.

Penalty for non-fulfillment after 48 hours is reckoned as follows:

Penalty = 2 × [(wattage of defective LED Street Lights) × (operating hours) × (no. of days of default beyond 48 hours) X tariff]/1000.

- ii. In case of default by Successful Contractor on any of the above, including maintaining uptime of lights of 95%, a penalty equivalent to 2 times the monetized value of energy savings from the defective/non-functional lamps will be deducted from Contractor's payments. The penalty will be reckoned as follows.

Penalty = 2 × [(wattage of defective LED Street Lights) × (operating hours) × (no. of days of default beyond 48 hours) X tariff]/1000

2. Manpower Deployment:

Contractor has to deploy sufficient manpower to complete the project in the allotted time frame given to them. For speedy replacement, Contractor to deploy one installation team per 40 lights installation per day in each ULB and achieve 800 light installations per day in individual District. Cost of all these to be built into the Contractor's rates. No separate payment shall be made for these items.

Accordingly, the Contractor can calculate the no. of teams required to meet daily targets once the financial bid is asked detailing the total number of street lights to be installed.

Provision of Ladder mounted Vehicles:

Contractor shall arrange to procure/own/hire appropriate number of Ladder mounted Vehicles, as may be specified by Engineer in Charge based on the number of lights of different categories for each type ladder mounted vehicle, to carryout installation/maintenance of Light Fixtures, for contract period. Contractor shall be held responsible for any delay in work to meet minimum respective Cluster/ULB target installation per day due to non-availability of sufficient ladder mounted vehicles etc.

Details for minimum requirement of field force and equipment (for the purpose of cost estimation for total lights each package) are given below:

Particular	Minimum Requirement
Supervisor	Deployment of one (1) supervisor for every five (5) installation/maintenance teams.
Ward-In-Charge	Deployment of Ward-In-Charge i.e. one in-charge for twenty (20) wards or whichever is lower.
High Lift Hydraulic Ladder/ Tower Crane	Vendors should have minimum dedicated one (1) no. of hydraulic ladder vehicle per every 5000 LED Lights (suitable to work on street lights mounted at height above 7M) available

	24/7 & 365 days at their disposal for the project implementation period and maintenance for a period of 7 years.
4 Wheeler with telescopic/ folding FRP/ Aluminum Ladder	Vendors should have minimum dedicated one (1) no. 4 wheeler with ladders vehicles for every 4000 LED Lights available 24/7 & 365 days at their disposal for the project implementation period and maintenance for a period of 7 years.
2 Wheelers	Contractor should have minimum dedicated one (1) nos. of two wheelers per every 4000 LED Lights available 24/7 & 365 days at their disposal for the project implementation period and maintenance for a period of 7 years.

3. Infrastructure Components:

- 1. Bracket/Arm/Clamps:** Contractor has to ensure that arm angle is such that maximum level can be achieved on the roads. In case these items are not available at existing locations or if existing Bracket/Arm/Clamps are defective, the same are to be supplied, installed, dismantling and maintained for contract period by the Contractor.

Contractor is responsible for all the Bracket/Arm/Clamps existing or replaced for contract period; and shall be asked to replace the same if found inappropriate during the contract period. Any cost needs to be borne by Contractor.

However, RECPDCL reserves the right to supply **Bracket/Arm/Clamps etc.** with standard warranty and same has to be installed by successful Contractor after due approval from EIC.

Note: Payment for IDC items to be on actuals as per rate table given below and NOT to be loaded in installation rates of the Lights. Verification of IDC quantity installed is to be carried out by Contractor from RECPDCL representative and ULB at the same time as the verification of installation of lights in the same document.

- 2. Bi- Metallic Connectors:**

Bi-metallic connectors must be used by the Contractor for installation of each light. However, RECPDCL approved rates of these connectors will be made known to the empaneled Contractor before the start of installation and the contractor has to agree to these rates. RECPDCL will approve a justified rates based on its own market survey.

Contractor to make all necessary arrangements to ensure that complaints generated due to loose connections, bimetallic corrosion (caused by consistent presence of moisture) does not arise.

Usage of bimetallic connector with protection against moisture is mandatory. Installations carried out without bi-metallic connectors or with feeder/jumper wire having joints shall be considered not installed & penalty of INR 1000 per such wrong installation shall be levied on the Contractor.

In addition to the above mentioned quantity, the same are to be supplied, dismantled, installed and maintained as per the unit rates mentioned in the table subject to verification by ULB and RECPDCL/representative of the quantities installed.

IDC Rates			
S. No.	Nature of Supply	Item Description	Rates in INR (excluding taxes)
1	Supply	Supply of Arms of GI Pipe of size 20mm/25mm dia B class 4 feet long bent medium grade 25 mm width 5mm thick MS clamps set 2 Nos. with 3/8th Nut and for fixing of GI pipe in various sizes suitable to RCC/ MS poles as per relevant standard specifications	324.5
	Labour	Labour Charges inclusive of taxes, duties	86.95
2	Supply	3C x 2.5 sq.mm Copper conductor flexible cable. Per meter rate as per latest IS standards of make Universal/ Finolex/ Polycab/KEI or technically equivalent.	54.77
	Labour	Labour Charges inclusive of taxes, duties	2.61
3	Supply	1C x 1.5 sq.mm PVC insulated, Aluminum conductor flexible cable. Per meter rate as per latest IS standards of make Universal/Finolex/ Polycab/ KEI or technically equivalent.	4.73
	Labour	Labour Charges inclusive of taxes, duties	2.61
4	Supply	1C x 1.5 sq.mm Copper conductor flexible cable per meter rate as per latest IS standards of make Universal/Finolex/Polycab/ KEI or technically equivalent.	7.39
	Labour	Labour Charges inclusive of taxes, duties	2.61
5	Supply	2C x 2.5 sq.mm PVC insulated, Aluminium conductor flexible cable. Per meter rate as per latest IS standards of make Universal/Finolex/Polycab/ KEI or technically equivalent.	14.58
	Labour	Labour Charges inclusive of taxes, duties	2.61
6	Supply	32 mm Dia x 2 meters long G.I Pipe (medium class) POLE ARM/bracket for mounting of LED Street lighting fitting on pole including bending the pipe to required shape (90-105 degrees), 2 nos. 40 mm x 3 mm flat iron clamps with Nuts, Bolts & Washer, GI coating/Painting the flat iron with primer and finish paint as per relevant standard specifications.	399.55
	Labour	Labour Charges inclusive of taxes, duties	266.37
7	Supply	Supply & Installation of reducer of GI for oversized pole arms, Class B medium grade	116.45
	Labour	Labour Charges inclusive of taxes, duties	43.48
8	Supply	Supply & Installation of 3 Way Connector	12.17
	Labour	Labour Charges inclusive of taxes, duties	8.11
9	Supply	40 mm Dia x 2 meters long G.I Pipe (medium class) POLE ARM/bracket for mounting of LED Street lighting fitting on pole including bending the pipe to required shape (90-105 degrees), 2 nos. 40 mm x 3 mm flat iron clamps with Nuts, Bolts & Washer, GI coating/ Painting the flat iron with primer and finish paint as per relevant standard specifications.	438
	Labour	Labour Charges inclusive of taxes, duties	292

10	Supply	Supply and fixing of GI/MS/FRP pole junction box including clamps, bolts, GI/Painting, glands, DIN rail, terminals, insulation, locking arrangement and for providing connection to incomer cable and outgoing wire including labour, transportation, taxation (per set)	584
	Labour	Labour Charges inclusive of taxes, duties	389
11	Supply	Supply and fixing 6 A MCB along-with providing connection as per relevant IS in each pole junction box of standard make like L&T/ Siemens, Havells/ Indo Asian etc. (per set)	97.33
	Labour	Labour Charges inclusive of taxes, duties	64.89

All the materials to be used in work should be as per specifications mentioned in tender and got approved by Engineer-in-charge. Material testing will be done if required as and the expenditure will be borne by agency.

During the maintenance, the Contractor has to ensure the following:

1. Maintenance of LED Street Lights during installation and maintenance phase. For the purpose, the Contractor is required to have regular and contractual manpower on their roles to place 1 maintenance team (1 lineman + 1 helper, if motorcycle mounted and + 1 driver, if team is 3 or 4 wheeler mounted) for every 2000 number installed lights. Cost of all these to be built into the Contractor's rates. No separate payment shall be made for these items.
2. Deployment of one (1) supervisor for every 10 installation/maintenance teams or whichever is lower.
3. Deployment of one Circle/Ward-In-Charge i.e. one (1) In-charge for every 20 wards/circles.
4. Provision of two 4 wheeler mounted Quick Response Team (QRT) to attend urgent/ VIP complaints, directly attached & reporting on daily basis to E-I-C.
5. Deployment of one experienced Project Manager for coordination with RECPDCL, one store-in-charge and one computer operator with desktop/laptop and internet connection for generating daily reports and sending and replying to email, for preparation & submission of daily MIS Activities and other correspondence and coordinate with RECPDCL.
6. List of employees on their regular/ contractual roles for street lighting to be provided along with their contact details. The employees shall be provided with ID card carrying requisite information.
7. Provide Tower Crane/Bucket Crane/Hydraulic Ladder/ or Aluminum Ladders with 3 or 4 wheelers and 2 wheelers for fast movement of men and material, tools and tackles for the purpose of light installation and maintenance. Contractor has to set-up a Service Centre (telephone with attendant, storage for spares, service personnel with requisite service tools & equipment's) at the District/Cluster level with required skilled manpower for servicing. It is also required to coordinate with RECPDCL/PMC team necessary for collection of necessary spares for repair, replacement and to ensure trouble free operation of installed LED streetlights during the maintenance period.
8. The Successful Contractor to also assign one senior officers per Cluster level from their organization which are regular employees and provide the contact details of the same, who shall be Accountable for delivering on the commitments during the Contract Period. In case the assigned officer leaves the organization or is reassigned, the Contractor to intimate the same in writing to RECPDCL Project Manager and advice names of the new officers assigned for the role.
9. Contractor has to arrange minimum one Jeep ladder/Hydraulic vehicle for each 5000 lights for Repair & Maintenance of lights which are not accessible with normal/ wooden ladder. However, arranging wooden ladder/ Jeep ladder is in the scope of Contractor, NO EXTRA CHARGES WILL BE PAID FOR THE SAME.
10. Provide all necessary consumables like nuts, bolts, cable lugs, Switchgear, Connectors, Ferrules, M-seal, Gel, Teflon Tape and any other consumables (Cost of all these to be built into the Contractor's rates). No separate payment shall be made for these items. For Junction Box, Pole

Arms, Clamps, Wire and MCBs and MCCBs installation with prior permission from EIC, a separate approved rate list is attached which shall be paid by RECPDCL on actuals based on RECPDCL site-in-charge verification.

11. Contractor shall be levied a penalty of INR 100000 per month for non-compliance of the above requirements in terms of office/store/depot, manpower, equipment & vehicle on the discretion of Engineer-in-charge (RECPDCL).

4. **Safety:**

- a) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, PPE, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of installation & AMC. Also, the Contractor shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- b) The Contractor shall issue Identity Cards to their employees deployed for execution of the assigned works in the District with the consent of Engineer In charge.
- c) The Contractor should ensure that there are no disputes regarding service, payment etc. of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the CONTRACTOR's employees shall insist upon the RECPDCL for employment, wages, and allowances or any other related matter, payment etc.
- d) The Contractor to deploy their manpower immediately for carrying out the work as specified above.
- e) The Contractor shall not deploy the manpower below the age of 18 years.
- f) The Contractor shall not deploy the female manpower between 7 PM to 6 AM.
- g) The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the RECPDCL indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower. All safety wears (PPE) required for the Contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing the work.
- h) The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. RECPDCL shall be at liberty to object to the presence of any representative or employees of the Contractor at the site, if in the opinion of RECPDCL such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.
- i) Contractor must Deduct and deposit ESI and PF contribution. Copies of the same shall be submitted.

5. **Compliance with all Statutory Regulations:**

- i. Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-Contractor(s) also. The successful bidder shall submit the documentation to RECPDCL, on monthly basis, as required under the applicable statutory requirements.
- ii. Successful bidder shall indemnify RECPDCL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labour, employee or any

other person working for him shall be paid by successful bidder as per settlement solely. RECPDCL has no role to play in this matter.

- iii. The successful bidder, at their own cost, shall arrange disposal of failed LED Lamps /various part of the Luminaires as per the relevant provisions of various acts/regulation in force from time to time.

6. Submission of Reports:

Following Reports shall be submitted by the successful bidder, as per the instructions of EIC:

- a. **Detailed Field Survey Reports:** After placement of LOA and during pre-installation stage.
- b. **Daily Progress Reports** – during installation stage (via email)
- c. **Submission of signed copy of Installation reports** - weekly basis
- d. **Daily Fault Reporting and Rectification Status Reports** – during repair and maintenance period.
- e. Receipt of Dismantled Luminaires on daily basis duly certified by the ULB representative & RECPDCL.
- f. **Stock Report:** Daily during Implementation and weekly during maintenance period
- g. **Monthly Progress Reports during installation stage**
- h. **Completion Certificate after completion of installations for each 5000 Lights installation, based on this bills will be processed**
- i. **Monthly Fault Rectification Reports during repair and maintenance phase**
- j. **Any other Reports as may be directed by EIC**

Final Report Formats shall be informed by EIC at appropriate stage.

SECTION-VI

Instructions to Agencies

The submission and opening of Bids will be through e-tendering process. Agency shall submit their responses online through e-tendering website www.tenderwizard.com/REC

A. Agency can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal recpdcl.in or www.recindia.com or eprocure.gov.in and e-tendering registered link given in RECPDCL website i.e. www.tenderwizard.com/REC

(Note: To participate in the e-Bid submission, it is mandatory for agency to have user ID & Password. For this purpose, the agency has to register itself with RECPDCL through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token for applying in the Bid. In this connection vendor may also obtain the same from tender Wizard).

Steps for Registration

- (i) Go to website <http://www.tenderwizard.com/REC>
- (ii) Click the link 'Register Me'
- (iii) Enter the details about the E-tendering as per format
- (iv) Click 'Create Profile'
- (v) E-tender will get confirmation with Login ID and Password

Note: Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process. It is sole responsibility of the Contractor to register in advance.

B. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC> free of cost. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address is given at the Bid.

Bid to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

C. The Agency qualifying the minimum eligibility criteria mentioned in **Section -IV** should upload duly signed and scanned soft copy of documents given below (as applicable) for the pre-qualifying response:

1. Eligibility / Qualification Criteria Documents.
2. Responder's particulars (on Letter Head) as per **Annexure-I**
3. Brief on Assignments as per **Annexure-II**
4. Organization chart as per **Annexure-III**
5. Details of Methodology and work plan proposed as per **Annexure-IV**
6. Undertaking towards not being black-listed as per **Annexure-VII**
7. Duly notarized Power of Attorney as per **Annexure-IX** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
8. Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-X**

9. Integrity Pact as per **Annexure-XI** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

All the above documents should be addressed

To,

Addl. Chief Executive Officer,
REC Power Distribution Company Ltd.
4th Floor, Kribhco Bhawan, A-10, Sector-1,
Noida (UP)-201301

(Note: All papers that comprise the EOI document must be numbered).

Section-VII

GENERAL TERMS & CONDITIONS

1. The Contractor must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids of Contractors fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bids of the Contractors not fulfilling the eligibility/ pre-qualification conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. Each Contractor should submit **ONLY SINGLE** bid/response as per fulfilling the eligibility criteria given in Section-IV.
3. RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the Contractor 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 RECPDCL shall result in summary rejection of the bid.
4. The Contractor shall ensure that deputed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs so that job is carried out in a highly professional and sound managerial manner.
5. Empanelment shall be initially for a period of one year, which may further be renewed at the sole discretion of RECPDCL.
6. Empanelment with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
7. RECPDCL may consider making either one or separate panel of agencies covering above said work/project.
8. RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.
9. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this EOI.
10. RECPDCL reserves the right to cancel or annul the Expression of Interest (EOI) at any stage and call for fresh EOI and/or tender for any and /or all of the categories for any of the projects of RECPDCL.
11. RECPDCL reserves the right to call for fresh tenders at any stage and/or time for any and /or all of the categories as per the present and/or envisaged RECPDCL project requirements, even if the EOI is in evaluation stage or the responders have been empanelled.
12. RECPDCL reserves the right to modify, expand, restrict, scrap, re-float the expression of interest and float a tender without assigning any reason for the same.
13. RECPDCL at its discretion may use the complete proposed solution and/or a part of, technical specifications as submitted by any responder(s) with the response(s) for further stages. The said usage does not confer any right and/or claim of any sort and/or manner on the responder(s) for this EOI and/or tender irrespective of the outcome of this EOI.

14. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the EOI process.
15. Organization chart of key personnel with name, designation, contact no./Mobile no., E-mail id along with available infrastructure/equipment for execution of proposed work should be submitted as **Annexure-III**.
16. RECPDCL reserves right at its discretion to delist empaneled agencies, who does not participate four times in the financial bid invitation.
17. RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black-listing to various state/central utilities/ Ministry of Power/ State Governments/ Other agencies not to consider the said agency for any assignment including of the same on websites.
18. **Earnest Money Deposit (EMD):** A Refundable EMD of Rs. 5000/- (Rupees Five Thousand Only) in favor of "REC Power Distribution Company Limited" payable at New Delhi in the form of DD/BG is to be submitted by the contractor.
19. **Bank Guarantee against Empanelment:** Successful agencies have to submit Bank Guarantee against Empanelment (BG) of RS. 25,000/- (refundable) on acceptance of Empanelment with RECPDCL in the form of DD/Bank Guarantee as per prescribed format issued in the favor "REC Power Distribution Company Limited" & payable at New Delhi for the empanelment within the ten days. Note: BG will be revocable if the empaneled contractor will not participate at least three times in the tenders called by RECPDCL for them.
20. **Performance Bank Guarantee (PBG):** Later, in case of award of any contract, agency shall furnish Performance Bank Guarantee of 10% value of the contract price in the form of an unconditional irrecoverable Bank Guarantee in the prescribed format and as per terms of the said contract.
21. The companies/firms banned or blacklisted by Govt. / Pvt. Institutions in India will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted as per **Annexure-VII**.
22. A power of attorney as per **Annexure-IX**, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Contractor during the full period of empanelment with RECPDCL including any extension thereafter or validity of any work awarded to the said empaneled agency.
23. At later stage, during invitation of financial bids etc. from successful agencies, RECPDCL reserves the right to conduct reverse auction. An undertaking as per **Annexure-X** is to be submitted along with EOI response.
24. Contractors are required to submit duly signed Integrity pact as per **Annexure-XI** along with EOI response.

SECTION-VIII

SUBMISSION OF EOI RESPONSE

1. The Contractor who meets the qualifying requirement should submit following documents (as applicable) as its EOI response:

- a) Eligibility / Qualification Criteria Documents.
- b) Responder's particulars (on Letter Head) as per **Annexure-I**
- c) Brief on Assignments as per **Annexure-II**
- d) Organization chart as per **Annexure-III**
- e) Details of Methodology and work plan proposed as per **Annexure-IV**
- f) Undertaking towards not being black-listed as per **Annexure-VII**
- g) Duly notarized Power of Attorney as per **Annexure-IX** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
- h) Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-X**
- i) Integrity Pact as per **Annexure-XI** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

2. Only complete EOI response received on or before the due date and time shall be considered. The EOI received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.

3. The responses complete in all respects are required to be submitted latest by on or before 08.05.2018 up to 15:30 hrs & shall be opened on the same day at 16:00 hrs. The agencies or their authorized representative may, if they so desire, be present at the time of opening.

Evaluation of EOI

Contractors full filling the Qualification Criteria will be empaneled

Responder's Particulars (To be submitted on Company Letter head)

To
Addl. Chief Executive
Officer, RECPDCL,
4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301

Sir,

We wish to apply for empanelment with RECPDCL for **Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights/LED Flood Lights for period of 7 years in Bihar** against EOI No. RECPDCL/Tech/EOI/Empanelment/.....
dated: _____ as per details enclosed.

1. Name of Organization

2. Name, Address, Phone/Fax No., Email of Contact Person with designation

3. Year of Establishment

4. Range of Services Offered (*To be enclosed separately in not more than two pages*).

5. Brief on Major Assignments (*To be enclosed as per Annexure-II*)

1. Key personnel's details along with available infrastructure/equipments for execution of proposed work (*Organisation chart to be enclosed as per Annexure-C*)
2. Total Nos. of Qualified & Experienced Personnel _____
(Professionals only)
3. Annual Turnover and profit (Last three financial years): Enclose audited annual accounts & IT returns of the Company

	FY (2016-17)	FY(2015-16)	FY(2014-15)
Turnover in Lakhs / Crores Rupees			
Profit in Lakhs / Crores Rupees			

9. Service Tax Registration Copy: To be enclosed
10. PAN Number: To be enclosed
11. Name of the Authorized Signatory, who is authorized to respond to this EOI and in case of short listing quote in the tender and enter into contract (Power of attorney to be submitted as per **Annexure-IX**)
12. Additional information if any:

(Authorized Signatory on behalf of the organization)

BRIEF ON ASSIGNMENTS

(Detail of assignments to be submitted as per minimum eligibility criteria using separate sheet for each assignment)

Name of assignment	
Name of client	
Location of assignment	
Originally agreed time to complete the assignment (in months)	
Actual time taken to complete the assignment (in months)	
Scope of work of assignment in detail	<i>(Separate sheet may be attached, if required)</i>
Deliverables of the assignments	

(Authorized Signatory on behalf of the organization)

Note: Agency should submit copy of any three of following to substantiate the successful execution of work:
(i) Work order (ii) Payment receipts (iii) proof of release of performance security after completion of the contract (iv) proof of settlement/release of final payment against the contract (v) certificate for successful completion of work/ Performance Report by the client

Annexure-III

**Organisation Chart of Key personnel with details of available
Infrastructure/Equipments for execution of proposed work**

(Authorized Signatory on
behalf of the organization)

Details of Methodology & Work Plan proposed

(Signature of Authorized Signatory)
Name of the Signatory
Company Name
Date and Place
Company Seal

SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE
(Against Empanelment Period)

M/s REC Power Distribution Company Ltd.,
Core-4, Scope Complex, Lodhi Road,
New Delhi — 110003 (INDIA)
(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of REC Power Distribution Company Ltd., having its office at _____
_____ (hereinafter referred to
as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all
its successors, administrators and executors) and having issued Empanelment Order No.
_____ dated _____ with/on
M/s _____ (hereinafter referred to as "The Agency"
which expression unless repugnant to the content or meaning thereof, shall include all the successors,
administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and
conditions given in the BID/Work Order No _____
_____ dated _____ and RECPDCL having agreed that the Agency shall furnish
to RECPDCL a Performance Guarantee for the faithful performance of the entire period of
empanelment, of the value of ₹ _____.

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

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

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

Authorized signature
Chief Manager/ Manager
Seal of Bank

Note: The date shall be 90 days after completion of empanelment period i.e. 1 year plus 3 months

CONFIRMATION AGAINST PROCESSING FEE SUBMITTED BY THE LEAD MEMBER
ON BEHALF OF CONSORTIUM/ JOINT VENTURE FIRM

Not Applicable FOR THIS TENDER.

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Individual Company)

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

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

Signatory)

(Signature of Authorized

Name*:

Designation*:

Seal:

* Please provide the name and designation of each signatory.

AGREEMENT FOR CONSORTIUM/JOINT VENTURE FIRM

Not Applicable for this Tender.

POWER OF ATTORNEY

(Letter of Authorization)

Know all men by these presents, we M/s _____ (Lead Member) with Head Office at _____, do hereby constitute, appoint and authorize **(Name) son/daughter/wife of (Name)**, resident of _____ presently employed with us and holding the position of _____ as our attorney, to do in our name and on behalf, all such acts, deeds and things necessary in connection with or incidental to REC Power Distribution Company Limited's (RECPDCL) EOI No. RECPDCL/Tech/EOI/Empanelment/.....dated: for **'Empanelment of Agencies for Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights/LED Flood Lights for period of 7 years in Bihar,** including signing and submission of all documents and providing information/ responses to RECPDCL, Noida representing us in all matters before, and generally dealing with RECPDCL in all matters in connection with our Bid.

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

(Authorized Signatory of participating agency)

Name:

Designation:

Seal & Sign:

I Accept

(Signature of Attorney)

Name:

Designation:

Seal & Sign:

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the Contractor)

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions in case to case at sole discretion of RECPDCL when financial bids are invited later on. Techno-Commercially acceptable Contractors upto the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

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

1. RECPDCL shall provide the user id and password to the authorized representative of the Contractor. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The Contractor agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The Contractor is advised to fully make aware itself of auto bid process and ensure its participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, Contractors are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to Contractors. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the Contractors to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the Contractor fails to participate in the auction event due any reason whatsoever, it shall be presumed that the Contractor has no further discounts to offer and the initial bid as submitted by the Contractor as a part of the tender shall be considered as the Contractor's final no regret offer. Any offline price bids received from a Contractor in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The Contractor shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the Contractor during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a Contractor during the auction event shall be binding on the Contractor.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the Contractors shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

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

INTEGRITY PACT

Between

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

herein after referred to as

"RECPDCL",

and

_____ *[Insert the name of the Contractor]*

having its Registered Office at _____
(Insert full Address)

Hereinafter referred to as

"The Contractor"

Preamble

RECPDCL intends to empanel, under laid-down organizational procedures, agencies for **Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights/LED Flood Lights for period of 7 years in Bihar**

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Contractor)

Installation (Retrofit), Dismantling, Testing, Commissioning, Repair and Maintenance of LED Street Lights/LED Flood Lights for period of 7 years in Bihar relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Contractors.

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

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

Section I - Commitments of RECPDCL

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

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

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

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

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

Section II - Commitments of the Contractor

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

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Contractor)

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

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

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

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

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

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

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Contractor)

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

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

Section IV - Liability for violation of Integrity Pact

- (1) If RECPDCL has disqualified the Contractor from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.
- (2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

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

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Contractor)

- (3) If the Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Contractors

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

Section VII - Punitive Action against violating Contractors / Contractors

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

Section VIII - Pact Duration

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

Section IX - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.

(3) Views expressed or suggestions/submissions made by the parties and the recommendations of the competent authority/CVO in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Contractor)

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

(Signature) _____
(For & On behalf of RECPDCL)

(Signature) _____
(For & On behalf of Contractor)

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____

Witness 2 : _____

(Name & Address) _____

(Name & Address) _____
