

# REC TRANSMISSION PROJECTS COMPANY LIMITED



NIT No: RECTPCL/PIA/JKPDD/19-20/TL-06

Date: 21.10.2019

## (Domestic Competitive Bidding)

Notice Inviting Tender

(Bid Invited through e-Tendering mode only)

for

**Selection of Manufacturer for supply of Transmission Tower for testing of Design including Preparation of structural drawings, shop drawings, proto-corrected drawings, Bill of Material (BoM) and supply of the same to the Tower Testing Agency selected by Employer**

### **REC Transmission Projects Company Limited**

(A wholly owned subsidiary of REC, a 'Navratna CPSE')

Under the Ministry of Power, Govt of India)

ECE House, 3<sup>rd</sup> Floor, Annexe - II,

28 A, K G MARG, NEW DELHI - 110 001

Website: [www.rectpcl.in](http://www.rectpcl.in)

Description of task, e-tender submission format and procedure is provided in the tender document available on RECTPCL website ([www.RECTPCL.in](http://www.RECTPCL.in)), REC website ([www.recindia.nic.in](http://www.recindia.nic.in)), e-tendering website (<http://www.mstcecommerce.com/eprochome/rectpcl>), Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))

Important Dates	
Date of Release of tender	21.10.2019
Date of Pre-bid Meeting	31.10.2019
Last date of submission of Bid	06.11.2019 up to 15:00 Hrs
Date of opening of Technical Bids	06.11.2019 at 16:00 Hrs.
Date of opening of Financial Bids	Shall be intimated separately.

#### **Note:**

Online registration has to be done at e-tendering website

<http://www.mstcecommerce.com/eprochome/rectpcl> in general; activation of registration may take about maximum 24 hours subject to the submission of all requisite documents required in the process.

-Sd-  
Addl. CEO

[This document is meant for the purpose of engaging of Agencies against this tender and should not be transferred, reproduced or otherwise used for purposes other than specified/issued.]

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## SECTION-I

### TENDER INFORMATION

#### NAME OF ASSIGNMENT:

Preparation of structural drawings, preparation of shop drawings, Fabrication & galvanization of Steel Tower structures as per approved drawings, transportation and erection of tower at test bed of CPRI, Bangalore & SERC Chennai

#### IMPORTANT INFORMATION

S. No.	Event	Date/ Information
1	Date of Release of Tender	21.10.2019
2	Last Date of Submission of Pre-Bid Queries	28.10.2019
3	Date of Pre-Bid Meeting	31.10.2019
4	Venue for Pre-Bid Meeting	REC Transmission Projects Company ECE House, 3 <sup>rd</sup> Floor, Annexe - II, 28 A, K G MARG, NEW DELHI - 110 001 Tel: 011 - 47964705, Telefax: 011-47964747
5	Last date of submission of Bid	06.11.2019 up to 15:00 Hrs
6	Date of Opening of Technical Bids	06.11.2019 at 16:00 Hrs.
7	Date of Opening of Financial Bids	To be intimated later
8	Tender document	The tender document can be downloaded from any of the website: <a href="http://www.rectpcl.in">www.rectpcl.in</a> (or) <a href="http://www.recindia.nic.in">www.recindia.nic.in</a> (or) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (or) ( <a href="http://www.mstcecommerce.com/eprochome/rectpcl">http://www.mstcecommerce.com/eprochome/rectpcl</a> ) or <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> at free of cost.
9	Earnest Money Deposit (EMD)	All participating bidders have to submit EMD in original as per Clause No. 2 under Section-VI in the form of Demand Draft (DD) in favor of REC Transmission Projects Company Ltd. payable at New Delhi (or) in the form of Bank Guarantee (bid bank guarantee) from a scheduled bank as per format of <b>Annexure-V</b> .
10	Address for Bid Submission	<b>Shri. Bhupender Gupta</b> , Addl. CEO REC Transmission Projects Company Limited ECE House, 3 <sup>rd</sup> Floor, Annexe - II, 28 A, K G MARG, NEW DELHI - 110 001 Tel: 011 - 47964705, Fax : 011-47964704 Email- <a href="mailto:bgupta@recl.nic.in">bgupta@recl.nic.in</a>
11	Validity of Bid	180 days from the last date of bid submission

S. No.	Event	Date/ Information	
12	Contact Person	<b>Shri. Bhupender Gupta,</b> Addl. CEO, RECTPCL ECE House, 3 <sup>rd</sup> Floor, Annexe – II, 28 A, K G MARG, NEW DELHI – 110 001 Tel: 011 – 47964705, Fax : 011-47964704 Email- <u><a href="mailto:bgupta@recl.nic.in">bgupta@recl.nic.in</a></u>	<b>Shri. Arun Kumar Chaturvedi,</b> Chief Manager (Tech.) RECTPCL ECE House, 3 <sup>rd</sup> Floor, Annexe – II, 28 A, K G MARG, NEW DELHI – 110 001 Tel: 011 – 47964714, Fax : 011- 47964704 Mobile No.- 9650130505 Email- <u><a href="mailto:arun.k.chaturvedi78@gmail.com">arun.k.chaturvedi78@gmail.com</a></u>

## SECTION-II

### PREFACE & INTENT

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

Jammu Kashmir Power Development Department, J&K (hereinafter referred to as JKPDD) has decided to set up, as an Owner, “**Strengthening of Transmission System in J&K under PMDP Scheme-15**”. Under the aforesaid Scheme, RECTPCL is Implementing Following Transmission Lines on behalf of J&K Power Development Department herein after referred as JKPDD);

1. 220 kV S/C TL from S/S Drass to Padum (Zanskar) on D/C tower – **195.3 KM**
2. 220 kV S/C TL from S/S Phyang (PGCIL) to Diskit (Nubra) – **77.6 KM**

Salient features of these Transmission Lines are as under;

Particular	Drass to Padum	Phyang to Diskit
Length	195.3 KM	77.6 KM
Conductor	ACSR Deer	ACSR Deer
No. of Towers (Approx.)	678	291
Altitude Range	3000-5000 meters	3000-5400 meters
Wind Zone	VI	VI
Maximum Wind Speed	55 m/sec	55 m/sec
Ice Loading	25 mm	25 mm

The Project Implementing activities in respect of the aforesaid Transmission Lines on behalf of JKPDD have been entrusted to REC Transmission Projects Company Limited. RECTPCL is a wholly owned subsidiary of REC Limited, a Navratna Public Sector Undertaking, and was incorporated on 8 January 2007 as Public Limited Company. RECTPCL's registered office is situated at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003, India and Corporate office is at (hereinafter referred to as '**RECTPCL**'/'**EMPLOYER**'/'**PURCHASER**') and RECTPCL intends to use funds to be provided by JKPDD for eligible payments under the contracts for the Package as mentioned above.

Selection of EPC contractor for above mentioned transmission lines has been initiated by RECTPCL. Considering the topographical conditions and Terrain, it is required to develop transmission Tower Design and to carry out the testing of such designed towers. RECTPCL has appointed Power Grid Corporation of India Ltd. (PGCIL) for designing of Towers and is in process to appoint Tower Testing Agency, which will be finalized soon.

This tender is being floated for selection of Manufacture of Transmission Line Tower (Manufacturer) through Domestic competitive bidding process.

## Scope of Work

The selected manufacturer will supply the Tower to the Tower Testing Agency selected by RECTPCL for testing of Tower Design. Detailed scope of work for the selected Manufacturer will be as under;

- a) Preparation of Structural drawings, fabrication, Shop drawings, proto-corrected structural and shop drawings and Bill of material on RECTPCL supplied Single line diagram of Tower;
- b) Fabrication, galvanization and proto-assembly of Steel tower structures as per RECTPCL approved drawings.
- c) Transportation of Tower Structures including BOM verification at SERC-Chennai's and CPRI-Bangalore Tower testing beds
- d) In case of pre-mature failure (major/minor) the following activities are required to be carried out by the bidder:
  - Modification in structural drawings, shop drawings and BOM as per revision of Employer's design
  - Fabrication, galvanization, transportation of the modified members to the testing agency appointed by RECTPCL
- e) Lifting back the scrap tower material after completion of tests including loading and transportation from Testing Agency.

This Invitation for Bids extended through media, website or written communication or by any other means, shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.

## SECTION-III

### INSTRUCTIONS TO BIDDING AGENCIES

#### SUBMISSION PROCESS OF BID DOCUMENTS:

##### A. Downloading & viewing of Tender Document:

Bidders can download and view tender document from RECTPCL web site [www.rectpcl.in](http://www.rectpcl.in) (or) e-tender website <http://www.mstcecommerce.com/eprchome/rectpcl> (or) Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) at free of cost.

##### B. Participation through e-Bid Submission:

Interested bidders have to necessarily register themselves on the e-bidding portal of MSTC and are strongly recommended to go through the E-Tendering methodology & Tips for successful online Bid submission in the MSTC's e-procurement platform i.e <http://www.mstcecommerce.com/eprchome/rectpcl>

Resolution to all general queries and system setting is given in the bidders guide. In case of any other issue please contact:

S.no	Name	Email	Contact number
1.	Shishupal Yadav	<a href="mailto:syadav@mstcindia.co.in">syadav@mstcindia.co.in</a>	8826562675
2.	S D Sharma	<a href="mailto:sdsharma@mstcindia.co.in">sdsharma@mstcindia.co.in</a>	7878055855
3.	Chirag Sindhu	<a href="mailto:chiragsindhu@mstcindia.co.in">chiragsindhu@mstcindia.co.in</a>	9830336290

Even though the MSTC support team will be available from 0930 HRS to 1800 HRS on all working days, but in case Bidders are unable to reach MSTC then communications can also be done through e-mail or SMS and MSTC team will respond to the queries within 24 hrs.

Bidder has to pay the transaction charges and bidders are requested to refer (**Annexure-XI** to this document) for MSTC Registration details.

Bidders are advised to deposit the transaction fee at least two days before the last date of submission and to submit their bids least one day before the last day of submission to avoid any last minute issues They may obtain further information regarding this Tender from the office of Additional Chief Executive Officer, RECTPCL at the address given below from 15:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely

<http://www.mstcecommerce.com/eprochome/rectpcl> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from M/s MSTC Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of the Bidding Documents.

A pre-bid meeting will be held at the address mentioned below on **31.10.2019** at 11:00 Hrs to clarify the bidders various issues raised

A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

Soft Copy Part of the Bids must be uploaded under Single Stage Two Envelope Bidding Procedure on the portal at or before 15:00 hours on **06.11.2019**. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified.

Hard Copy Part of the Bids must be submitted under Single Stage Two Envelope Bidding Procedure at the given address at or before 15:00 hours on **06.11.2019**. In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. Such bids will be rejected during preliminary examination.

First Envelope i.e. Techno -Commercial Part shall be opened on **06.11.2019** in the presence of the bidders' representatives who choose to attend in person at the address below at **16:00 hours**. Second Envelope i.e. Price Part of those bidders who qualify techno-commercially, shall be opened in the presence of the bidders' representatives who choose to attend at the time and date and at the address given in the intimation for opening of Second Envelope or may be viewed by the bidders by logging in to the portal.

All bids must be accompanied by a bid security of Rs. **2,50,000/ only**

Bid Security, Integrity Pact and Safety Pact must be submitted in physical form at the address given below.

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

Bidders are also requested to visit our website <http://www.rectpcl.in> / <http://www.mstcecommerce.com/eprochome/rectpcl> for any corrigendum/ addendum /errata/clarification/ amendment which shall be considered integral part of bidding document. No

separate notifications shall be published in the Newspaper(s) or any media for these activities.

All correspondence with regard to the above shall be to the following address. (By Post/In Person)

**Additional Chief Executive Officer,**

REC Transmission Projects Company Limited

ECE House, 3<sup>rd</sup> Floor, Annexe – II,

28 A, K G MARG, NEW DELHI – 110 001

Tel: 011 – 47964705, Fax : 011-47964704

Email- [bgupta@recl.nic.in](mailto:bgupta@recl.nic.in)

## SECTION-IV

### ELIGIBILITY CRITERIA

Bidder must meet the eligibility criteria independently as a bidding Company. Bidder will be declared as a technically qualified bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the bid.

S. No.	Minimum Qualification Criteria	Documents Required
<b>Technical Eligibility Criteria</b>		
1.	This Invitation for Bids, issued by the Employer is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956/ 2013 (with amendment from time to time), barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer and Owner	Relevant documents in support of requirement
2.	The Bidder must have its own manufacturing facilities in India for the Transmission Line towers	Relevant documents in support of requirement
3.	The Bidder must be Empaneled vendor of Power Grid Corporation of India Limited (PGCIL) for supply of lattice structure for 220 kV or above voltage class Transmission Tower	Valid later of Empanelment by PGCIL
4.	The bidder must have designed, manufactured, tested (as per relevant IS/IEC/ Eq. Standards) and successfully supplied following material anywhere in India;  At least for <b>Three</b> Projects not less than 40 MT (for each project) Tower Structure materials for Similar works*. <b>OR</b> At least for <b>Two</b> Projects not less than 50 MT (for each project) Tower Structure materials for Similar works*. <b>OR</b> At least for <b>One</b> Projects not less than 80 MT (for each project) Tower Structure materials for	Bidder to submit copies of Work Orders/Contract Agreements along with their Completion or Performance certificates issued by the Client.

	<p>Similar works*.</p> <p><b>*Similar Works:</b> Fabrication, galvanization and proto-assembly of Steel tower structures including Preparation of Structural drawings, fabrication drawing, Shop drawings, proto-corrected drawings and Bill of material on RECTPCL supplied Single line diagram of Towers for 220kV or above Transmission Lines.</p>	
<b>Financial Eligibility Criteria</b>		
5	<p>Average Annual Financial turnover during the last 3 years, ending 31st March'2019 should be at least or more than <b>INR 1.05 Crores</b></p>	<p>The Bidder should submit copies of their profit and loss account and audited Balance sheet for FY 2016-17; 2017-18; 2018-19 along with the Bid Document.</p>
6	<p>Net Worth for last 3 Financial Years should be Positive.</p>	

## SECTION-V

### **DETAILED SCOPE OF WORK, TECHNICAL SPECIFICATIONS & CONDITIONS OF CONTRACT**

A. Detailed scope of work for the bidder but not limited to following includes:

#### **SCOPE**

The selected manufacturer will supply the Tower to the Tower Testing Agency selected by RECTPCL for testing of Tower Design. Detailed scope of work for the selected Manufacturer will be as under;

- a) Preparation of Structural drawings, fabrication, Shop drawings, proto-corrected structural and shop drawings and Bill of material on RECTPCL supplied Single line diagram of Tower;
- b) Fabrication, galvanization and proto-assembly of Steel tower structures as per RECTPCL approved drawings.
- c) Transportation of Tower Structures including BOM verification at SERC-Chennai's and CPRI-Bangalore Tower testing beds
- d) In case of pre-mature failure (major/minor) the following activities are required to be carried out by the bidder:
  - Modification in structural drawings, shop drawings and BOM as per revision of Employer's design
  - Fabrication, galvanization, transportation of the modified members to the testing agency appointed by RECTPCL
- e) Lifting back the scrap tower material after completion of tests including loading and transportation from Testing Agency.

The bidder's scope shall also include all such items which are not specifically mentioned in the Bidding Documents but necessary for successful, efficient, safe and reliable supply of the material unless otherwise specifically excluded in the Bidding Documents.

#### **1. TOPOGRAPHY AND CLIMATIC CONDITION**

The transmission line from Phyang to Dishkit in Leh & Ladakh region is passing through steep snow bound hills / difficult terrain and remote locations. Because of high altitude severe cold and snow bound conditions, The maximum temperature during summer shall be of the order of 35 deg. C and the minimum temperature in the winter shall be of the order of (-) 45 deg. C. Normal everyday temperature is 0 – 5 deg. C

#### **2. Technical Specifications**

##### **2.1 Scope**

2.1.1 This Specification covers proto fabrication of 4 Nos 220 kV D/C towers for Ladakh Region as per

RECTPCL design as indicated in this Tender Document for transmission lines associated with the Project as described hereunder for prototype testing. The testing of the towers will be carried out at SERC-Chennai/CPRI-Bangalore test bed where adequate facilities are available.

- 2.1.2 RECTPCL shall provide designs of the towers required for carrying out type testing to the successful Bidder. The scope of this specification also provides for development of structural drawings and fabrication shop drawings, Bill of Materials including bolts/nuts and spring washers, section wise steel requirement chart, fabrication and supply of prototype tower and its assembly, inspection, transportation of prototype tower material to the test bed at SERC-Chennai/CPRI-Bangalore along with bolts/nuts & spring washer and necessary tower accessories required for tower testing.
- 2.1.3 All the towers shall be tested with +9m body extension. For all other body/leg extensions, the Contractor shall prepare structural drawings, shop drawings, Bill of Materials based on single line diagram supplied by the RECTPCL. Contractor shall also arrange proto-assembly of test tower with +9 M body extension for all the Towers. At the time of proto assembly, if any modification is required to be carried out on the fabrication shop drawings or on the structural drawings, the same shall be properly incorporated and fresh drawings submitted by the Contractor.
- 2.1.4 The Contractor shall also be required to develop stub and stub setting template drawings for all body extensions based on the design inputs provided by the RECTPCL.
- 2.1.5 The design rights of tower designs furnished by the RECTPCL will be strictly reserved with the RECTPCL. Accordingly the following endorsement shall be incorporated on all drawings and documents by the Contractor

WARNING: THIS IS PROPRIETARY ITEM AND DESIGN RIGHT IS STRICTLY RESERVED WITH RECTPCL. UNDER NO CIRCUMSTANCES THIS DRAWING SHALL BE USED BY ANYBODY WITHOUT PRIOR PERMISSION FROM THE RECTPCL/RECTPCL IN WRITING

## **2.2 Quality Assurance, Inspection and Testing**

### **2.2.1 Quality Assurance**

To ensure that the supply and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his Sub-Contractor's premises or at Site or at any other place of work are in accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Contractor and shall be finally accepted by the RECTPCL after discussions before the award of Contract. A quality assurance programme of the Contractor shall generally cover but not limited to the following:

- a) His organization structure for the management and implementation of the proposed quality assurance programme.

- b) Documentation control system.
- c) Qualification data for Contractor's key personnel
- d) The procedure for purchases of materials, parts/components and selection of sub-Contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
- e) System for shop manufacturing including process controls and fabrication and assembly controls.
- f) Control of non-conforming items and system for corrective action.
- g) Control of calibration and testing of measuring and testing equipments.
- h) Inspection and test procedure for manufacture.
- i) System for indication and appraisal of inspection status.
- j) System for quality audits.
- k) System for authorizing release of manufactured product to the RECTPCL.
- l) System for maintenance of records.
- m) System for handling storage and delivery and
- n) A quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of supply.

The Quality Plan shall be mutually discussed and approved by the RECTPCL after incorporating necessary corrections by the Contractor as may be required.

#### **2.2.2 Quality Assurance Documents.**

The Contractor shall be required to submit all the Quality Assurance Documents as stipulated in the Quality Plan at the time of RECTPCL's inspection of material.

The RECTPCL through his duly authorized representatives, reserves the right to carry out Quality Audit and Quality Surveillance of the systems and procedures of the Contractor's/his subcontractors Quality Management and Control Activities.

#### **2.2.3 Inspection, Testing and Inspection Certificates**

The provisions of the clause regarding inspection, Testing and Inspection Certificates shall be applicable to the supply and erection portion of the Works. The RECTPCL shall have the right to re-inspect at his expenses any material though previously inspected and approved by him at the Contractor's works, before and after the same are erected at Site. If following the latter, material is found defective, then the Contractor shall bear the cost of this inspection and reinstatement according to specification.

#### **2.3 Design Drawings**

RECTPCL shall develop the tower designs and the single line drawings of tower shall be handed over to the contractor after award of contract. The contractor will develop computer aided structural drawings, bills of materials and shop drawings of each type of tower. After completion of testing the revised structural drawings, bills of materials and shop drawings to be corrected based proto

corrections and testing and shall be submitted to the RECTPCL within 15 days of completion of testing of towers for their approval. After approval Contractor has to submit 6 copies of drawings/BOMs and 2 sets of shop drawings along with one set of RTF. Soft copies of Structural & Shop drawings and BOM's shall also be submitted in Compact Disk (CD) for computer use.

- 2.3.1 The Contractor shall develop the structural drawings including all the details of the joints and attachments based on RECTPCL's supplied line diagrams and furnish four copies of the drawings within 2 (Two) weeks after the receipt of the single line drawing for scrutiny at RECTPCL's end. After thorough scrutiny and upon satisfaction about the soundness/correctness of joints and the drawing as a whole, the RECTPCL shall convey their acceptance to contractor.
- 2.3.2 The drawings prepared by Contractor shall be approved/commented by the RECTPCL as the case may be. If the drawings are commented by the RECTPCL the Contractor shall submit revised drawings duly incorporating all comments within 7 (seven) days of date of issue of comments.
- 2.3.3 Upon receiving the acceptance of structural drawing from the RECTPCL, the contractor shall develop shop drawings for all the tower members and fabricate them as per the drawings for the purpose of proto assembly and inspection. During proto assembly inspection, RECTPCL may depute their Engineer for checking the conformity, however, the overall responsibility of ensuring the correctness of the shop & structural drawings and the proto assembly lies with the contractor. At this stage if any modification is required to be carried out on the fabrication shop drawings or on the structural drawings, the same shall be properly incorporated with prior intimation to the RECTPCL.
- 2.3.4 Subsequent to the successful proto assembly of the tower, the fabricated member shall be galvanized in accordance with the relevant standards and tower shall be transported to the test bed along with bolts/nuts and spring washer and necessary tower accessories. Thereafter the tower shall be tested as per relevant IEC /IS-802 (Part III) 1978 and as described by the RECTPCL. The test shall be carried out only in presence of RECTPCL's representatives.
- 2.3.5 The Bill of Materials of tower shall be prepared and submitted in the standard format to be issued by the RECTPCL to the contractor.

## **2.4 Materials**

### **2.4.1 Tower Steel Sections**

IS steel sections of tested quality of conformity with IS:2062:2006 Grade E250 (Designated yield strength 250 MPa) for MS steel and/or Grade E350 (Designated yield strength 350 MPa) for HT steel are to be used in towers, leg extensions, stub and stub setting templates. However, use of steel grade having designated yield strength more than that of EN 10025-S355 Jr/Jo (Designated yield strength 355 MPa) is not permitted. Preferably no individual member shall be longer than 6000mm for snow Zone Towers MS and HT Steel sections shall conform to E250 Grade-C and E350 grade C respectively. The steel used for fabrication of Towers shall be manufactured by primary steel producers only.

Steel plates below 6mm size exclusively used for packing plates/packing washers produced as per IS-

1079-1994 (Grade O) are also acceptable. However, if below 6mm size plates are used as load bearing plates viz. gusset plates, joint splices etc. the same shall conform to IS:2062 or equivalent standard meeting mechanical strength/metallurgical properties corresponding to E250 or above grade (Designated yield strength not more than 355 MPa), depending upon the type of grade incorporated into design. Flats of equivalent grade meeting mechanical strength/metallurgical properties may also be used in place of plates for packing plates/packing washers. The chequered plates shall conform to IS-3502-1994.

#### **2.4.2 Fasteners: Bolts, Nuts and Washers**

All bolts and nuts shall conform to IS:6639:1972. All bolts and nuts shall be galvanized as per IS: 1367 (Part-13)/ IS:2629 and shall have hexagonal head and nuts, the heads being forged out of the solid, truly concentric, and square with the shank, which must be perfectly straight.

The bolt shall be of 16 / 24 mm diameter and of property class 5.6 as specified in IS: 1367 (Part-111)-1979 and matching nut of property class 5.0 as specified in IS:1367 (Part-VI)-1980.

Bolts up to M16 and having length up to 10 times the diameter of the bolt should be manufactured by cold forging and thread rolling process to obtain good and reliable mechanical properties and effective dimensional control. The shear strength of bolts for 5.6 grade should be 310 MPa minimum as per IS: 12427. Bolts should be provided with washer face in accordance with IS: 1363 (Part-I) to ensure proper bearing.

Nuts should be double chamfered as per the requirement of IS: 1363 Part-111, 1984. It should be ensured by the manufacturer that nuts should not be overlapped beyond 0.4MM oversize on effective diameter for size up to M16.

Fully threaded bolts shall not be used. The length of bolts shall be such that the threaded portion will not extend into the place of contact of the members.

All bolts shall be threaded to take the full depth of the nuts and threaded for enough to permit firm gripping of the members, but not further. It shall be ensured that the threaded portion of each bolt protrudes not less than 3mm and not more than 8mm when fully tightened. All nuts shall fit tight to the point where the shank of the bolt connects to the head.

Flat and tapered washers shall be provided wherever necessary. Spring washers shall be provided for insertion under all nuts. These washers shall be of steel electro-galvanized, positive lock type and 3.5mm in thickness for 16mm diameter bolt and 4.5mm for 24mm bolt.

The Contractor shall furnish bolt schedules giving thickness of members connected, the washer and the length of shank and the threaded portion of bolts and sizes of holes and any other special details of this nature.

To avoid bending stress in bolts or to reduce it to minimum, no bolt shall connect aggregate thickness of members more than three (3) times its diameter.

The bolt positions in assembled towers shall be as per IS:5613 (Part-3 / Section 2): 1989.

Bolts at the joints shall be so staggered that nuts may be tightened with spanners without fouling.

Tower shall be provided with 16 mm diameter 175 mm long step bolts spaced not more than 450mm apart and extending from above 3.5 meters above the ground level to the top of the tower. For HVDC towers, D/C tower and WC tower the step bolts shall be fixed on two diagonally opposite legs of towers up to the top of tower. For S/C towers the step bolts shall be fixed on one leg upto waist level and on two diagonally opposite legs of towers up to the top of tower. Each step bolts shall be provided with two nuts on one end to fasten the bolt securely to the tower and button head at the other end to prevent feet slipping away. The step bolts shall be capable of withstanding a vertical load not less than 15 KN.

To ensure effective in process Quality control it is desirable that the manufacturer should have in-house testing facility for all tests like weight of zinc coating, shear strength and other tests etc. The manufacturer should also have proper Quality Assurance System which should be in line with the requirement of this specification and IS 14000 series Quality System Standard.

### **2.4.3 Tower Fabrication**

The fabrication of towers shall be in conformity with the following:

- 2.4.3.1 Except where hereinafter modified, details of fabrication shall conform to IS: 802 (Part-II) 1978 or the relevant international standards.
- 2.4.3.2 For splicing of the members Butt splice shall be used and the inside Angle and outside plates shall be designed to transmit the load. Inside cleat Angle shall not be less than half the thickness of the heavier member connected plus 2mm. Lap splice may be used for connecting members of unequal size and the inside angle of lap splice shall be rounded at the heel to fit the fillet of the outside angle. All splices shall develop full stress in the member connected through bolts. Butt as well as lap splice shall be made as above and as close to the main panel point as possible. Pack plate of 2mm and 4mm thickness can be used conforming to IS: 1079-1994 (grade O).
- 2.4.3.3 Joints shall be so designed as to avoid eccentricity as far as possible. The use of gusset plates for joining tower members shall be avoided as far as possible. However, where the connections are such that the elimination of the gusset plates would result in eccentric joints, gussets plates and spacer plates may be used in conformity with modern practices. The thickness of the gusset plates, required to transmit stress shall not be less than that of members connected.
- 2.4.3.4 The use of filler in connections shall be avoided as far as possible. The diagonal web members in tension may be connected entirely to the gusset plate wherever necessary to avoid the use of filler and it shall be connected at the point of intersection by one or more bolts.
- 2.4.3.5 The tower structures shall be accurately fabricated to connect together easily at Site without any undue strain on the bolts.
- 2.4.3.6 No angle member shall have the two leg flanges brought together by closing the angle.

2.4.3.7 The diameter of the hole shall be equal to the diameter of bolt plus 1.5 mm

2.4.3.8 The structure shall be designed so that all parts shall be accessible for inspection and cleaning. Drain holes shall be provided at all points where pockets of depression are likely to hold water.

2.4.3.9 All similar parts shall be made strictly inter-changeable. All steel sections before any work is done on them, shall be carefully levelled, straightened and made true to detailed drawings by methods which will not injure the materials so that when assembled, the adjacent matching surfaces are in close contact throughout. No rough edges shall be permitted in the entire structure.

#### 2.4.3.10 **Drilling and Punching**

- a) Before any cutting work is started, all steel sections shall be carefully straightened and trued by pressure and not by hammering. They shall again be trued after being punched and drilled.
- b) Holes for bolts shall be drilled or punched with a jig but drilled holes shall be preferred. The punching may be adopted for thickness up to 16mm. Tolerances regarding punch holes are as follows:
- c) Holes must be perfectly circular and no tolerance in this respect is permissible.
- d) The maximum allowable difference in diameter of the holes on the two sides of plates or angle is 0.8mm. i.e the allowable taper in a punched hole should not exceed 0.8mm on diameter.
- e) Holes must be square with the plates or angles and have their walls parallel.
- f) All burrs left by drills or punch shall be removed completely. When the tower members are in position the holes shall be truly opposite to each other. Drilling or reaming to enlarge holes shall not be permitted.

#### 2.4.3.11 **Erection mark**

Each individual member shall have erection mark conforming to the component number given to it in the fabrication drawings. This mark shall be marked with marking dies of 16mm size before galvanizing and shall be legible after galvanizing.

**Erection Mark shall be: T-BB-CC-DDD**

T = RECTPCL's code assigned to the Contractors — Alphabet.

BB= Contractor's Mark-Numerical

CC= Tower Type - Alphabet

DDD= Number mark to be assigned by Contractor - Numerical.

#### 2.4.4 **Galvanizing**

Fully galvanized towers shall be tested. Galvanizing of the member of the towers shall conform to

IS:2629-1985 and IS:4759-1968. All galvanized members shall withstand tests as per IS:2633-1986. For fasteners the galvanizing shall conform to IS: 1367 (Part-13). The galvanizing shall be done after all fabrication work is completed, except that the nuts may be tapped or re-run after galvanizing. Threads of bolts and nuts shall have a neat fit and shall be such that they can be turned with finger throughout the length of the threads of bolts and they shall be capable of developing full strength of the bolts. Spring washers shall be electro-galvanized as per clause 4 of IS:15731970.

## **2.4.5 Inspection and Tests**

### **2.4.5.1 General**

All standard tests, including quality control tests, in accordance with appropriate Indian/international standard, shall be carried out unless otherwise specified.

### **2.4.6 Inspection**

2.4.6.1 **a)** The Contractor shall keep the RECTPCL informed in advance about the time of starting and of the progress of manufacture and fabrication of various tower parts at various stages, so that arrangements could be made for inspection.

**b)** The acceptance of any part of items shall in no way relieve the Contractor of any part of his responsibility for meeting all the requirements of the Specification.

2.4.6.2 The RECTPCL or his representative shall have free access at all reasonable times to those parts of the Contractor's works which are concerned with the fabrication of the RECTPCL's material for satisfying himself that the fabrication is being done in accordance with the provisions of the specifications.

2.4.6.3 Should any member of the structure be found not to comply with the approved design, it shall be liable to rejection. No member once rejected shall be resubmitted for inspection, except in cases where the RECTPCL or his authorized representative considers that the defects can be rectified.

2.4.6.4 Defect which may appear during fabrication shall be made good with the consent of, and according to the procedure proposed by the Contractor and approved by the RECTPCL.

2.4.6.5 All gauges and templates necessary to satisfy the RECTPCL shall be supplied by the Contractor.

2.4.6.6 The specified grade and quality of steel shall be used by the Contractor. To ascertain the quality of steel used, the inspector may at his discretion get the material tested at an approved laboratory.

## **2.5 Tower Load Tests.**

### **2.5.1 Testing of Tower:**

**(Testing of Tower is in Scope of SERC/CPRI, However, information is being provided for better understanding of the Scope of Works related to Supplier of Tower)**

Towers as mentioned above shall be tested by SERC/CPRI at their own test beds. Tower testing shall generally conform to IS:802 (Part-111): 1978 or relevant IEC. A galvanized tower with 9 M extension shall be subjected to design loads by applying test loads applied in a manner approved by the RECTPCL. The tower shall withstand these tests without showing any sign of failure or permanent distortion in any part. Thereafter the tower shall be subjected to additional loads beyond design loads to verify overall capacity of the tower by increasing the loads further in an approved manner. The tower shall be tested for specified loading conditions. The Contractor shall submit within 7 days from the receipt of Design drawings from the RECTPCL, the detailed programme and proposal for testing the towers showing the methods of carrying out the tests and manner of applying the loads to the RECTPCL for approval. After the RECTPCL has approved the test procedures and programmes the Contractor will intimate the RECTPCL about carrying out the tests at least 15 days in advance of the scheduled date of tests during which the RECTPCL will arrange to depute his representative to be present at the time of carrying out the tests. The Contractor shall submit one set of shop drawings along with the bill of materials and structural drawings at the time of prototype tower testing for checking the tower material. The number of tests to be carried out for each type of tower is indicated in this tender document.

- a) After successful testing of the towers, the Contractor shall prepare a detailed test report of the same and submit in six copies to the RECTPCL for their formal approval.

Further at the time of submitting test report, the Contractor has to submit the final tracings of shop drawings, structural drawings and Bill of materials as well as their soft copies in Compact Disk (CD) compatible to AutoCAD software for RECTPCL's reference and record.

- b) In case of any premature failure even during the waiting period, the tower is to be retested after rectification. Failure shall be considered minor in case retesting can be resumed after replacing few members of the tower and major in case whole tower is to be re-fabricated and replaced. RECTPCL's decision regarding minor or major failure shall be final and binding on Contractor.
- c) In case of minor premature failures, failed members of towers shall be replaced with modifications suggested by the RECTPCL's and testing shall be resumed further from the test in which the failure was observed.
- d) In case of major premature failure, the whole tower is to be refabricated as per the modification suggested by the RECTPCL. In such cases all the tests to be carried out thereafter shall be decided by the RECTPCL at the time of retesting.
- e) The Contractor shall provide facilities to the RECTPCL or their representatives for inspection of materials during testing of the same.
- f) The Contractor shall ensure that the specification of material and section sizes of the tower to be tested, conform strictly as per design supplied by RECTPCL.

- g) Each type of tower to be tested shall be a full scale prototype galvanized tower and shall be erected vertically on rigid foundation of the stub protruding above ground level as provided in the design/drawing between ground level and concrete level. This portion of the stub shall be kept unbraced with a cleat inside as per the drawings while testing. The tower erected on test bed shall not be out of plumb by more than 1 in 360.
- h) All the measuring instruments shall be calibrated in systematic/approved manner with the help of standard weight/device. Calibration shall be done before commencing the test of each tower up to the maximum anticipated loads to be applied during testing.
- i) The tower shall be tested along with actual components like hangers, D shackles, strain plates etc. as considered in design for fixing of insulator strings. The suspension tower is to be tested with an arrangement simulating the specified insulator string. The tension tower is to be tested with strain plate as per approved design/drawings.

**j) SERC/CPRI's Scope**

RECTPCL is in process to appoint SERC, Chennai and CPRI, Bangalore to carry out testing of Tower Design. The RECTPCL will carry out the tensile test etc. as per relevant IS/IEC on few members of the test tower completion of the test or in case of any premature failure. The Contractor shall make suitable arrangement for the same without any extra cost to the RECTPCL. After submission of the material test report only, testing of tower shall be treated as complete. The type testing charges shall be released only after approval of test report, shop drawings, bills of material and structural drawings of tower.

- k) Prefix 'T' shall be marked on all members of test tower in addition to the mark no. already provided.
- l) The Bidders are requested to quote for Tower Parts including Bolts & Nuts, Spring washers and required accessories, Freight & Insurance from manufacturer's works to Test bed irrespective of the distance between the two, deemed to be included in the price quoted for total quantity indicated in the price schedule and accordingly the payment shall be made based on the actual weight of tower parts calculated as per Clause 2.5.1 (m) below.

In case of premature failure during tower testing the contractor is required to dismantle the tower parts to the extent required, fabricate and supply fresh tower parts including Bolts, Nuts and accessories to substitute damaged tower members as well as for tower reinforcement/modifications and erect the same on the test bed. In such cases, payment shall be made for the extra tower material fabricated and supplied for rectification.

- m) The estimated total weight of towers / tower parts to be supplied by the contractor under the package have been furnished in the relevant Price Schedules. Though fully galvanized tower parts are to be supplied, the weight of tower and tower parts shall mean the weight of tower calculated by using the black sectional (i.e. un-galvanized) weight of steel members of the size indicated in the

approved fabrication drawings and bill of materials, without taking into consideration the reduction in weights due to holes, notches and bevel cuts etc. but taking into consideration the weight of the hangers, strain plates and pack washers etc.

## 2.6 Standards

The design, manufacturing, fabrication, galvanizing, testing, erection procedure and materials used for manufacture and erection of towers, design shall conform to the following Indian Standards (IS)/International Standards which shall mean latest revisions, with amendments/changes adopted and published, unless specifically stated otherwise in the specification. In the event of supply of material conforming to Standards other than specified, the Bidder shall confirm in his bid that these Standards are equivalent to those specified. In case of award, salient features of comparison between the Standards proposed by the Bidder and those specified in this document will be provided by the Contractor to establish their equivalence.

2.6.1 The material and services covered under these specifications shall be performed as per requirements of the relevant standard code referred hereinafter against each set of equipment and services. Other internationally acceptable which ensure equal or higher performance than those specified shall also be accepted.

Sl. No.	Indian Standards (IS)	Title	Internationally recognised standards/Guides
1.	IS:209-1992	Specification for Zinc	ISO/R/752 ASTM B6
2.	IS 800-1991	Code of practice for General Building Construction of Steel	CSA S16.1
3.	a) IS:802 (Part1) Sec 1-1995 Sec 2- 1992	Code of Practice for use of Structural Steel in Overhead Transmission Line Towers: Materials, loads and Permissible Stresses Section 1 Materials and loads Section 2 Permissible stresses	ASCE 52 IEC 826 BS 8100
	b) IS 802:1978 (part-2)	Code of practice for use of structural steel in overhead Transmission Line: Fabrication, Galvanising, Inspection and Packing	ASCE 52
	c) IS 802:1978 (part-3)	Code of practice for use of Structural Steel in Overload Transmission Line Towers & Testing	ASCE 52 IEC 652
4.	IS: 808-1989	Dimensions for Hot Rolled Steel Beam, Column, Channel and Angle Sections	
5.	IS:875-1992	Code of Practice for Design Loads (other than Earthquakes) for Buildings	

Sl. No.	Indian Standards (IS)	Title	Internationally recognised standards/Guides
		and Structures	
6.	IS: 1363-1992	Hexagon Nuts (size range M5 to M36)	
7.	IS: 1367-1992	Technical Supply Conditions for Threaded Steel/ Fasteners	
8.	IS: 1573-1991	Electro-Plated Coatings of zinc on iron and Steel	
9.	IS: 1852-1991	Rolling and Cutting Tolerances of Hot Rolled Steel Products	
10.	IS-1893-1991	Criteria for Earthquake Resistant Design of Structures	IEEE 693
11.	IS:2016-1992	Plain Washers	ISO/R887 ANSIB18-22.1
12.	IS:2062-1992	Hot Rolled low, medium and high tensile structural Steel	
13.	IS:2629-1990	Recommended Practice for Hot Dip Galvanising of iron and steel	ASTM A123 CSA G 164
14.	IS:2633-1992	Method of Testing Uniformity of Coating of Zinc Coated Articles	ASTM A123 CSA G164
15.	IS:3063-1994	Single coil Rectangular section Spring Washers for Bolts, Nuts screws	DIN-127
16.	193757-1992	High Strength Structural Bolts	
17.	IS:4759-1990	Specification for Hot zinc coatings on structural steel and other Allied products	
18.	IS.5369-1991	General Requirements for Plain washers	
19.	IS:5613-1993	Code of Practice for Design installation and Maintenance of Overhead Power Lines Section 1 design Part 2, Section 2 Installation and Maintenance	
20.	IS:6610-1991	Specification for Heavy Washers for Steel structures	
21.	IS:6623-1992	High Strength Structural Nuts	
22.	IS:6639-1990	Hexagon Bolts for Steel Structure	ASTM A394 CSA B334
23.	IS:6745-1990	Method for Determination of weight of Zinc coated iron and Steel Articles	ASTM A90
24.	IS: 10238-1989	Step Bolts for Steel Structures	
25.	IS:12427-1988	Bolts for Transmission Line Towers	

**The standards mentioned above are available from:**

<b>Reference/Abbreviation</b>	<b>Name and address from which the Standards/guides are available</b>
IS	Bureau of Indian Standards Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi India.
ISO	International Organisation for Standardisation, Danish Board for Standardisation, Dansk Standardising Sraat, Aurehoegvie-12 DK-2900, Hellepruip, Denmark
CSA	Canadian Standard Association 178, Rexadale Boulevard, Rexdale(Ontario) Canada M9WIR3
DIN	Deutsches Institute Fiir Normung Burggrafenstrasse 4-10 Post Fach 1107 D-1000, Berlin-30 GERMANY
ASTM	American Society for Testing and Material 1916 Race Street Philadelphia. PA 19103-1187 USA
Indian Electricity Rules Regulation for Electricity Crossing of Railwa Tracks	Kitab Mahal Baba Kharak Singh Marg New Delhi-110001 INDIA
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017-2398 USA
IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane Piscataway, NJ 0085-1331 USA
IEC	International Electrotechnical Commission Bureau Central de la Commission 1 rue, de varembe Geneva Switzerland

## B. Conditions of Contract:

### 1. Completion Period:

Sr. No.	Description of Work	Time Period from the Date of LoI/LoA
1.	Development of Structural Drawings	Within 15 Days
2.	Preparation of shop drawings	Within 25 Days
3.	Completion of Fabrication & Galvanization of Proto Type tower	Within 35 Days
4.	Completion of Proto Assembly of Tower & its Inspection.	Within 40 Days
5.	Submission of Proto-corrected drawings/Final drawings	Within 42 Days
6.	Dispatch & receipt of material at CPRI-Bangalore/SERC-Chennai Test Beds	Within 45 Days

However, RECTPCL reserves right to modify above schedule on case to case basis as per requirement of the project at its sole discretion.

1. In order to match above timeline, each bidder shall submit detailed delivery schedule through soft as well as in hard copy. However, delivery schedule shall also be discussed with successful bidder at the time of award of contract and for the purpose of contractual delivery/ timeline; the same shall be treated as final.
2. **Insurance:** The bidder shall be responsible and take an Insurance Policy for transit for all the materials to cover all risks and liabilities for supply of materials up to destination stores.
3. **Warranty Period:** The bidder shall guarantee the materials/ items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire warranty period. The warranty period shall be from the date of delivery of tower material at CPRI/SERC TTS till dismantling of tower after successful completion of Proto-Type testing at CPRI/SERC. Warranty shall be on-site comprehensive. Bidder shall provide a warranty certificate to this effect. If during the warranty period any materials / items are found to be defective, these shall be replaced or rectified by the bidder at his own cost within 1 week from the date of receipt of such intimation from RECTPCL. In case, bidder fails to replace/rectify the defective materials, RECTPCL reserves right to purchase/rectify such materials/ items from any third party at the cost of bidder. The expenditure so incurred shall be deducted from the Bidder's pending claims, security/ performance guarantee deposit or in other lawful manner by RECTPCL.

## SECTION-VI

### **COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS**

#### **1. PRICE:**

- 1.1 Price should be quoted as per format which must be inclusive of all costs involved in the supply & services contract
- 1.2 If it is found that the tax quoted is higher than the applicable tax, in that case actual applicable taxes will only be paid by RECTPCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECTPCL.
- 1.3 Bidder shall ensure timely payment of all taxes as per Income Tax & GST rules of Central & State Governments.
- 1.4 TDS will be deducted from the payment of the Bidder as per the prevalent laws and rules of Central & State Governments as the case may be.
- 1.5 Price quoted by the bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of warranty period irrespective of actual cost of supply. No escalation/price variation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- 1.6 The offer must be kept valid for a period of 180 days from the last date of bid submission. No escalation clause would be accepted. The validity can be further extended with mutual consent.
- 1.7 Bids with non-conformity to above will be considered as non-responsive.

#### **2. EARNEST MONEY DEPOSIT (EMD):**

- 2.1 The Bidder shall furnish Earnest Money Deposit amounting INR 2,50,000/- as per table below in the form of Demand Draft/ Bank Guarantee (BG) from a scheduled bank (as per Format in this Bid Document) drawn in favour of REC Transmission Projects Company Ltd.' payable at New Delhi.
- 2.2 In case of inadequacy or non-submission of EMD amount, the submitted bid shall be deemed to be disqualified and summarily rejected in the technical evaluation.
- 2.3 The initial validity of EMD shall be for a period of 180 days from the last date of bid submission. The validity of EMD shall have to be suitably extended, if necessary, on request by RECTPCL, without which the tender/work order shall be rejected.
- 2.4 Request for adjustment of Earnest Money Deposit against any previous dues with RECTPCL will not be considered.

**2.5** EMD will be refunded to the unsuccessful bidders within 30 days after finalization of the tender without any interest.

**2.6** EMD of successful bidder will be returned after acceptance of Letter of Intent/ Purchase Order issued by RECTPCL and submission of required PBG.

**2.7 MSMEs:**

- (i)** The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.
- (ii)** The bidders claiming to be MSME and/or MSME-SC/ST and/or Start Ups and/or Domestically Manufactured Producer under Make in India initiatives etc., the relaxations and concessions as per Government of India notifications/ instructions/guidelines issued from time to time and as adopted/allowed by RECTPCL are allowed to same subject to submission and production of requisite documents/proofsetc.
- (iii)** In addition, RECTPCL reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.
- (iv)** Bidders claiming exemptions should enclose UAN and submit the same on tender portal and adhere to all Guidelines as issued and amended from time to time by Government of India.

**2.8** EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECTPCL under following circumstances:

- a.** Hundred percent (100%) of EMD amount, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of bid validity specified in the tender document.
- b.** Hundred percent (100%) of EMD amount, if the Successful Bidder fails to unconditionally accept Letter of Intent/Purchase Order issued by RECTPCL within 3 days from the date of issuance of such Letter of Intent/Purchase Order.
- c.** Hundred percent (100%) of EMD amount, if the Successful Bidder fails to furnish PBG as specified in the tender document.
- d.** Any other reason deemed to fit by CEO-RECTPCL

**3. PERFORMANCE BANK GUARANTEE (PBG):**

The bidder need to submit unconditional & irrevocable Performance Bank Guarantee (PBG) from a scheduled bank as per **Annexure-VI** amounting to 10% of total contract value with a validity of 6 Months from the date of issuance of LoA/LoI (Effective date). PBG shall be submitted within 10 days from the date of issuance of Letter of Intent/ Purchase Order. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECTPCL:

- a) If the Supplier is not able to supply materials to the satisfaction of RECTPCL within sanctioned period, PBG amount submitted shall be forfeited.
- b) If the supplier does not fulfill its obligations as mentioned in the scope of work, PBG amount shall be forfeited.

PBG shall be returned to the bidder on successful completion of warranty period and fulfillment of all responsibilities by the Bidder as furnished in the tender.

**4. DELIVERY:**

Time is essence of the Contract. The materials must be delivered timely as per conditions specified in this NIT to Tower Testing Stations of CPRI-Bangalore or SER-Chennai- so as to complete the work within sanctioned period. Delivery location wise quantity of materials shall tentatively be as below:

Sr. No.	Tower Description (WZ-VI, ACSR DEER Conductor, 25 mm Radial Ice loading)	Delivery Location
1.	220 kV S/C Transmission Line on D/C Tower DA+6 Mtr. Extension.	SERC Chennai /CPRI Bangalore (as per Directions of RECTPCL)
2.	220 kV S/C Transmission Line on D/C Tower DB+9 Mtr. Extension.	
3.	220 kV S/C Transmission Line on D/C Tower DC+9 Mtr. Extension.	
4.	220 kV S/C Transmission Line on D/C Tower DD+9 Mtr. Extension.	

**5. PERMIT:**

The Bidder will arrange for all necessary Permits to supply material as per Tender specified locations.

**6. QUANTITY:**

Quantities of items as mentioned in the financial bid are indicative for evaluation purpose only and are not exhaustive. Quantities of items may vary up to +/- 20% of total quantity at same rate, term & conditions.

**7. TAX EXEMPTIONS:** Bidder shall claim any kind of tax exemption on its own.

**8. LIQUIDATED DAMAGES:**

For the delay in supply of materials, the Liquidated Damages (LD) @ 2% of the contract value per week or part thereof subject to the maximum of 10% of the contract value shall be deducted from bill of the successful bidder(s).

**9. PAYMENT TERMS:**

All Payments shall be made in Indian Rupees only on pro-rata basis towards quantities of items dispatched/ delivered at designated location. Any payment shall be released only after completion of all contractual formalities.

Sr. No.	Description/Particulars	Payment Terms
(A)	For supply of drawings	75% on approval for Proto-fabrication by RECTPCL (production of proof of approval to be sent to CPRI/SERC)
(B)	For supply of Tower parts	90% on receipt of Complete Tower Parts at TTS (Tower Testing Stations) CPRI/SERC
(C)	Transportation	100% on receipt of Complete Tower Parts at TTS (Tower Testing Stations) CPRI/SERC
(D)	Final Payment	i) Balance 25% for drawings on final submission of Structural drawings (including all extensions, stub and template drawings, shop drawings, BoM and their soft copies to RECTPCL after completion of Tower Testing) ii) Balance 10% for Tower parts after completion of tower testing at CPRI & SERC

Note: Successful bidder shall raise fortnightly invoice for the completed milestone to RECTPCL.

**10.FORCE MAJEURE:** Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of Bidder or RECTPCL including, but not limited to, acts of God, storm, fire, floods, explosion, epidemics, quarantine, earthquake, strike, riot, lock out, embargo, interference by civil or military authorities, acts, regulations or orders of any governmental authority in their sovereign capacity, acts of war (declared or undeclared) including any acts of terrorism, and all other such acts of similar or analogous nature (where all such acts to be collectively referred to as "Force Majeure"). RECTPCL and Bidder shall not be liable for the failure to perform any obligation in terms of this Proposal if and to such extent such failure is caused by a Force Majeure, provided that none of such acts of Force Majeure will relieve the Customer from meeting its payment obligations.

**11.SUCCESSORS & ASSIGNS:** In case RECTPCL or successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any

entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

**12. INDEMNITY CLAUSE:**

- (i) The bidder shall indemnify and hold harmless the RECTPCL and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the RECTPCL or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights patent, trademark/copyright or industrial design rights arising from the use of the supplied goods/ materials etc. and related services or any part thereof.
- (ii) Such indemnity shall not cover:

  - a) any use of supplied materials, other than for the purpose indicated by or to be reasonably inferred from the Contract,
  - b) any infringement resulting from the use of goods, products of the material produced thereby in association or combination with any other goods or services not supplied by the bidder, where the infringement arises because of such association or combination and not because of use of the system in its own right.
- (iii) If any proceedings are brought or any claim is made against the RECTPCL arising out of the matters referred to in Clause (i), the RECTPCL shall promptly give the bidders notice of such proceedings or claims, the bidder shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the RECTPCL shall provide the bidder with the assistance, information, and authority reasonably necessary to perform the above.
- (iv) If the Goods/ Materials is held or is believed by the bidder to infringe, the bidder shall have the option, at its expense, to

  - a) modify the goods, including the Materials or the Bidder Property to be non-infringing,
  - b) obtain for the RECTPCL a license to continue using the goods/ Material, or
  - c) terminate the license for the infringing part and refund a pro rata portion of the fees paid for that portion. This provides for the bidder's entire liability and the RECTPCL's exclusive remedy for claims of infringement of intellectual property rights related to the goods/ materials and the bidder Properties.

**13. NO SUSPENSION OF WORK & RISK PURCHASE:**

**NO SUSPENSION OF WORK**

The obligations of the RECTPCL and the bidder shall not be altered by reasons of conciliation/

arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract. Subject to the above including the sub-clauses that is pending conciliation or arbitration on any issue between the RECTPCL and the bidder, it shall be agreed that the RECTPCL shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the RECTPCL from the outside agency for the default of the bidder in respect of any item for which such conciliation or arbitration as stated above is pending and the bidder shall jointly and severally be liable to pay such amount or amounts immediately on receipt of such demand from the RECTPCL without demur, and in case of the award in such arbitration is given by the arbitrators in favour of the bidder, then the amount/s under the award shall be refunded to the bidder, as the case may be by the RECTPCL, immediately on receipt of such award, if not challenged in a court of law.

If the selected bidder is not able to fulfil its obligations under the contract, which includes non-completion of the work, the RECTPCL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder. However, the bidder will continue to offer transition services.

#### **RISK PURCHASE**

Notwithstanding what is stated above, it is agreed upon that the bidder will be responsible to RECTPCL for implementation of the contract. In case of non-performance of contract by the bidder or the bidder fails to take proper corrective action to perform the contract satisfactorily within a reasonable period as given by RECTPCL, RECTPCL in addition to levy of liquidated damages, may terminate the contract and award the same to any other party at the risk and cost of the bidder for carrying out the balance work after giving due notice to the bidder. This clause may be invoked during the period of project implementation as well as warranty period with effect from the date of acceptance of Letter of Intent or Letter of Award by the Bidder. The limitation of liability of bidder in case of risk purchase will be to the extent of immediate next higher financial quote (total bid value as per price schedule). The percentage of liability of Risk Purchase will be quantified while placing the letter of award.

#### **14. TERMINATION OF CONTRACT:**

- a. In case of award of work to successful bidder, the contract shall remain in force as per the timeline of award of work or till satisfactory completion of awarded work, whichever is earlier.
- b. However, in case, in the opinion of RECTPCL if the successful bidder is not likely to make up for the delay or test checks by RECTPCL are indicating poor quality work or the Supplier is acting in anyway prejudicial to the completion of project or on adoption of unethical practices, the contract may be terminated partly or fully by giving 7 days' notice and the balance supply shall get executed at the risk & cost of the successful bidder.
- c. In case of default in services or denial of services, RECTPCL, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.

**15.DISPUTE:**

- Disputes under the agreement shall be settled by mutual discussion.
- However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECTPCL.
- The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- The venue of the arbitration shall be New Delhi, India.
- The fee & other charges of Arbitrator shall be shared equally between the parties.
- The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.

## **SECTION-VII**

### **BID EVALUATION METHODOLOGY**

#### **1. OPENING AND EVALUATION OF TECHNICAL BID:**

Opening of technical bids will be through online mode only.

- a. Bidders have to submit documents as per Section-III & Section IV of This tender Document.
- b. Bids duly submitted, will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to present. The bidders' representatives present there, shall sign a register evidencing their attendance.
- c. If due date of receipt / opening of bids happens to be a closed holiday, the bids would be received and opened on the next working day.
- d. RECTPCL reserves the right to postpone and/or extend the date of receipt/opening of Bids or to withdraw the Tender notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- e. RECTPCL will scrutinize the technical bid documents submitted by the bidders and shortlist the bidders who qualify based on eligibility criteria, terms and conditions, technical specifications of this tender document. RECTPCL reserves right to seek clarifications from the Bidders towards any non- conformity/ shortfall in the bid submitted by them which shall be replied by the Bidder within the given timeline as per discretion of RECTPCL.
- f. RECTPCL reserves right to assess the capacity & capability of all or any bidder(s) during evaluation process before award of work.
- g. After completion of technical evaluation process, RECTPCL will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations etc.
- h. If a bid is not substantially responsive, it will be rejected by the RECTPCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity later on. The RECTPCL's determination of bid responsiveness will be based only on the contents of the bid submitted.

#### **2. OPENING AND EVALUATION OF FINANCIAL BID:**

Opening of financial bids will be through online mode only.

- a) Financial Bids of technically qualified bidders will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to be present.
- b) Price Bids (Financial Bids) of Bidders whose EMDs received in original (DD or BG) within due date/time will only be opened. Rest of the Financial bids without submission of requisite EMDs in original (DD or BG) within due date/time will not be opened.
- c) If due date of receipt of Financial Bids/ opening of Financial Bids happens to be a closed holiday, the bids would be received and opened on the next working day.
- d) REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Financial Bids or to withdraw the Financial Bid notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- e) In case, a Bidder is not eligible for a package based on technical evaluation, though it has already submitted the financial bid for that package, such financial bid shall be considered rejected.
- f) Financial Bids shall be evaluated on the basis of total price inclusive all Items in Price Bid Format.
- g) **e-Reverse Auction:**

**The Employer/Purchaser reserves the right to conduct e-Reverse Auction (e-RA)**

In case of Reverse Auction, Internet Based Reverse Auctioning through e-bidding portal shall be adopted; in that case bidders shall be intimated accordingly. The terms & conditions applicable for **reverse auctioning** shall be as per **the procedure mentioned in the Bid Documents**. However, the % reduction of evaluated price in the Reverse Auction w.r.t. the evaluated price based on price quoted by the bidder in e-bid shall be considered as a uniform discount applicable on all the items of SOR.

The Financial Bid will comprise of two rounds. In the first round, the total Initial Price Offer (Submitted online along with the Techno Commercial) of the Technically Qualified bidders shall be opened and total Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Final Price Offer on the electronic bidding platform which must be lower than 0.01% of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the multiples of 0.01% of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be 120 minutes which will be extended by 10 minutes from the last received bid time if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.

At the close of the e-Reverse auction the successful bidder will be notified by email that their bid amount \_\_\_\_\_ received in the system is the lowest amount in the system. They will be required to give a breakup of the bid quoted by them. The break up should be pro rata reduced (without disturbing amount of taxes) from their initial price offer at Tender stage.

**Note: In case number of qualified bidders are more than 3 (Three), then only 3 bidders ranked as L1, L2 & L3 shall be permitted to participate in e Reverse Auction.**

## **SECTION-VIII**

### **GENERAL CONDITIONS OF BID**

1. Each bidder should submit ONLY SINGLE bid.
2. The bidder 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 and to be carried out in a highly professional, safe, and sound managerial manner.
3. RECTPCL reserves the right to accept or reject any or all Bid requests without assigning any reason.
4. RECTPCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
5. RECTPCL reserves the right to cancel the bids at any stage and call for fresh tender.
6. RECTPCL reserves the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
7. The responder shall bear all costs associated with the preparation and submission of its Bid and RECTPCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
8. The Bidder shall be well capable of supplying desired quantum of materials as mentioned in the tender within permissible timeline. RECTPCL reserves right to conduct capacity & capability assessment of participating bidders at the time of technical evaluation process.
9. RECTPCL 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 RECTPCL. Also, RECTPCL 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.
10. RECTPCL reserves the right to conduct reverse auction.
11. Bidder has to submit test certificates/reports as specified in technical specifications from IECQ / NABL accredited laboratory for relevant IEC/ Equivalent BIS Standard as applicable.
12. In case of supply of any defect material or substandard material, the materials will be rejected & it will be the responsibility of the bidder for taking back & replacing the rejected materials at their own cost.

13. The supplied materials should be strictly as per specifications mentioned in this tender, otherwise the material would be liable for rejection.
14. Validity of Bid shall be 180 days from the last date of bid submission.
15. No price escalation is applicable on account of any statutory payments increase or fresh imposition of custom duty, excise duty, sales tax or duty levied in respect of the major components in the said acceptance of the tender.
16. EMDs received late due to any reason including postal delay will not be considered.
17. Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
18. Bids must be submitted in English language only.
19. Incomplete, telegraphic or conditional tenders are not accepted.
20. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid.
21. The last date of receipt of bids from bidders is 06.011.2019 at 15:00 Hrs. Original, Sealed EMD will only be accepted during office hours on working days through deposit in the tender box kept for the purpose at REC Transmission Projects Company Ltd. (RECTPCL), ECE House, 3rd Floor, Annexe. 28-A, K G Marg, New Delhi.
22. EMDs received after due date & time will not be accepted.
23. If due to any reason, the due date is declared as a holiday, the tender will be opened on next working day at the same time.
24. The Bid with validity of less than 180 days from the last date of bid submission shall not be considered. The validity can be further extended with mutual consent.
25. Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECTPCL.
26. Bidders are requested to watch out RECTPCL website for change of events/additional information from time to time.
27. Bidders should take cognizance of geography, terrain, all site conditions, factors etc. at their discretion/will, if they desire so before quoting the rate. However, in any case, it will be assumed that bidder has understood all site conditions, factors etc. for this work before submission of bid.

**28.** It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost. And it will be deemed that while quoting all such factors have been taken into account.

**LETTER FOR SUBMISSION OF BID**

(To be submitted on Company's letterhead duly signed)

To,  
Addl. Chief Executive Officer  
REC Transmission Projects Company Ltd.  
ECE House, 3rd Floor, Annexe - II,  
28 A, K G MARG, NEW DELHI - 110 001

Sub.: \_\_\_\_\_

Dear Sir,

We wish to submit bid against RECTPCL's NIT No: \_\_\_\_\_ dated: \_\_\_\_\_  
for " \_\_\_\_\_ " as per the requirements of RECTPCL.

Further, I hereby certify that:

1. I have read the provisions of all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Bid are acceptable to me and I have not taken any deviation to any clause.
2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the RECTPCL.
3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:

Signature:

Place:

Full Name:

Designation:

Address:

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation

**BIDDER'S GENERAL DETAILS**

(To be submitted on Company's letterhead duly signed)

**NIT No:** \_\_\_\_\_

**dated:** \_\_\_\_\_

Name of Work: \_\_\_\_\_

**GENERAL DETAILS**

1. Name of Company: \_\_\_\_\_

2. Year of Incorporation: \_\_\_\_\_

3. Name of Authorized Person: \_\_\_\_\_

4. Regd. Address: \_\_\_\_\_

a) Address of Office: \_\_\_\_\_

b) Contact Person's

I. Name & Designation: \_\_\_\_\_

II. Address: \_\_\_\_\_

III. Tel. No. (Landline& Mobile): \_\_\_\_\_

IV. EmailID: \_\_\_\_\_

V. Type of Firm (Please tick): Private Ltd./ Public Ltd./ LLP/ Joint Venture Company

5. Permanent Account Number: \_\_\_\_\_

6. GSTIN: \_\_\_\_\_

7. EMD Details: Rs. \_\_\_\_\_

DD/BG No. \_\_\_\_\_

Name & Address of Bank: \_\_\_\_\_

Signature.....

Full Name.....

Designation.....

Address.....

**LETTER OF TRANSMITTAL**

To,

Addl. Chief Executive Officer  
REC Transmission Projects Company Ltd.  
ECE House, 3rd Floor, Annexe - II,  
28 A, K G MARG, NEW DELHI - 110 001

Dear Sir,

I/We, the undersigned, have examined the details given in your Tender No. \_\_\_\_\_ dated: \_\_\_\_\_ for \_\_\_\_\_ (Name of Works). We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s \_ or its group companies have not been awarded any work for & shall not be a competitor to RECTPCL during contract period in case the contract is awarded.

Also, M/s \_ or its group companies is not executing or providing any type of consultancy services either directly or as a sub-contractor for the particular work for which Bid is submitted.

It is confirmed that M/s. \_ is not banned or blacklisted by any Govt./Pvt. Institutions in India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:

**FINANCIAL ELIGIBILITY CRITERIA AS PER SECTION-IV**

To,

Addl. Chief Executive Officer

REC Transmission Projects Company Ltd.  
 ECE House, 3rd Floor, Annexe – II,  
 28 A, K G MARG, NEW DELHI – 110 001

Dear Sir,

We wish to submit bid against RECTPCL's NIT No: \_\_\_\_\_ dated: \_\_\_\_\_  
 for " \_\_\_\_\_ " for which details of our financial  
 parameters as per eligibility criteria requirements mentioned in Section-IV are as follows:

Name of Bidding Company:

Financial Particulars	Financial Year	Value as per Audited Annual Accounts
Annual Turnover	FY 2016-17	
	FY 2017-18	
	FY 2018-19	
Net Worth	FY 2016-17	
	FY 2017-18	
	FY 2018-19	

(Signature &amp; seal of Authorized Signatory) Name:

Designation:

Date:

Place:

(Signature &amp; seal of Chartered Accountant) Name:

Date: Place:

Membership No.

**BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT**

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having one of its branch at \_\_\_\_\_ acting through its manager (herein after called the 'Bank') which expression shall wherever context so required includes its successors and permitted assigns in favour of REC Transmission Projects Company Ltd. (A Govt. of India Enterprise) registered under the companies act 1956 having its office at \_\_\_\_\_ (hereinafter called 'RECTPCL') which expression shall include its successors and assigns.

WHEREAS RECTPCL has invited tender vide their tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ to be opened on AND WHEREAS M/s \_\_\_\_\_ (Name of Tenderer) having its office at \_\_\_\_\_ (herein after called the 'Tenderer') has/have in response to aforesaid tender notice offered to supply/do the job \_\_\_\_\_ as contained in the tender.

AND WHEREAS the tender is required to furnish to RECTPCL a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as earnest money for participation in the tender aforesaid.

AND WHEREAS we \_\_\_\_\_ (Name of the bank) have at the request of the tender agreed to give RECTPCL this as hereinafter contained.

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

We further agree as follows: -

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

Tenderer or any other matter or thing whatsoever.

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

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

NOTWITHSTANDING anything contained above, the liability of the bank in respect of this guaranty is restricted to the said sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_Only) and this guarantee shall remain in force till \_\_\_\_\_unless a claim under this guarantee is filed with the bank within 60 (Sixty) days from this date or the extended date, Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

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

**PERFORMANCE BANK GUARANTEE (PBG) FORMAT**

REC Transmission Projects Company Ltd.  
ECE House, 3rd Floor, Annexe – II,  
28 A, K G MARG, NEW DELHI – 110 001

(With due stamp duty if applicable)  
OUR LETTER OF GUARANTEE No.:

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

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

We,\_\_\_\_\_( "The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.\_\_\_\_in your favour for account of\_\_\_\_(The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order. Hereby, we undertake to pay upto but not exceeding\_\_\_\_(say \_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on plus 60 (Sixty) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature  
Chief Manager/ Manager  
Seal of Bank

**POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY in response to the NIT No. .... dated issued by REC Transmission Projects

Company Ltd. (RECTPCL), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which RECTPCL may require us to submit. The aforesaid Attorney is further authorized for making representations to REC Transmission Projects Company Ltd., New Delhi and providing information/responses to RECTPCL representing us in all matters before RECTPCL and generally dealing with RECTPCL in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named ..... (Insert the name of the executant company) through the hand of Mr. .... duly authorized by the Board to issue such Power of Attorney Dated this ..... day of .....

Accepted  
.....  
Signature of Attorney

(Name, designation and address of the Attorney)  
Attested

..... (Signature of the executant)

(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's  
Resolution dated.....

**WITNESS**

1. .... (Signature) Name..... Designation  
.....

2. .... (Signature) Name.....  
Designation .....

**Notes:**

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**UNDERTAKING TOWARDS NOT BEING BLACK-LISTED**

(For Single Bidder)

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, we shall be completely liable for actions taken by RECTPCL as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory) Name\*:

Designation\*: Seal:

\* Please provide the name and designation of each signatory.

**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed and stamped by the bidder on letterhead)

In a bid to make our entire procurement process more fair and transparent, RECTPCL intends to use the reverse auctions as an integral part of the entire tendering process.

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

1. RECTPCL 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).
2. RECTPCL's decision to award the work would be final and binding on the suppliers/ bidders
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECTPCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction, failing which RECTPCL will not be liable in anyway.
5. 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 RECTPCL.
6. In case of intranet medium, RECTPCL shall provide the infrastructure to bidders. Further, RECTPCL 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
7. 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 offers. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECTPCL
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder 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 bidder during the auction event shall be binding on the bidder.

11. No requests for time extension of the auction event shall be considered by RECTPCL

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

**Signature & Seal of the Bidder**

**INTEGRITY PACT AGREEMENT****UNDER INTEGRITY PACT****No.****Dated****To,  
REC Transmission Projects Company Limited,  
New Delhi****Sub : Procurement of Bidding Documents**

Ref. Tender no.

RECTPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) ..... days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by RECTPCL.

The consideration for this separate initial contract preceding the main contract is that RECTPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for ..... days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with RECTPCL.

RECTPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, RECTPCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

Yours faithfully

(BIDDER)

(PURCHASER)

## **INTEGRITY PACT**

### **PRE-CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of \_\_ 20, between, on one hand, **REC Transmission Projects Company Limited** acting through Shri (Designation of the officer,), Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ (Name what is being procured) and the BIDDER/Seller is willing to offer/has offered the (State what is being offered).

WHEREAS the BIDDER/SELLER is a private company/ public company/Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of Indian/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/SELLER 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 the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **Commitments of the Buyer**

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

- 1.2 The Buyer 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 the Buyer will report to SBU Head or concerned Functional Director of RECTPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.1 The BUYER will exclude from the process all known prejudiced persons.
- 2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Commitments of Bidders**

3. The BIDDER/SELLER commits himself 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 commits himself to the following:-
  - 3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, 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/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or for bearing to show favour or dis-favour to any person in relation to the Contract or any other Contract with the BUYER.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS 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 the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER 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 the Buyer 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/SELLER 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/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER 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/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER/SELLER 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/SELLERs exclusion from the tender process.

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

### **Earnest Money**

5.1 While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (Request for Proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified In RFP):-

- (i) Bank Draft or a Pay Order
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument (to be specified in RFP).

5.2 The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

5.3 In the case of successful BIDDER/SELLER 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 forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

### **6. Sanctions for Violation**

6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to 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 / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(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 forfeited either fully or partially, as decided by the BUYER and the BUYER 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/SELLER.
- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER 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/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER
- (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(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 the BUYER with the BIDDER/SELLER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER 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/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), 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 the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied I is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.

- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed
- c) to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.
- d) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.

## 8. **Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact.

**Shri P. V. Rao, IRS  
Ex-Chief Commissioner of Income  
Tax,  
The IEMs' Secretariat,  
Procurement and Contract  
Management (PCM) Division,  
REC LIMITED (Formerly Rural  
Electrification Corporation Limited),  
Core-IV, SCOPE Complex, 7-Lodhi  
Road,  
New Delhi- 110003  
Email:  
pasupuletirao[at]yahoo[dot]co[dot]in**

- 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 Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the C&MD of the BUYER Corporation.

8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER 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/Subcontractor(s) with the confidentiality.

8.7 The BUYER 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 Monitors will submit a written report to the C&MD of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / 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, the BUYER or its authorized agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER and the BIDDER/SELLER 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 the BUYER.

**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 up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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 remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at \_\_\_\_ on \_\_\_\_

**BUYER**

**BIDDER**

Name of the Officer

Name of the Officer

Designation  
RECTPCL

Designation  
Name of the Organization/Dep/Ministry/PSU

Witness

Witness

1. \_\_\_\_\_

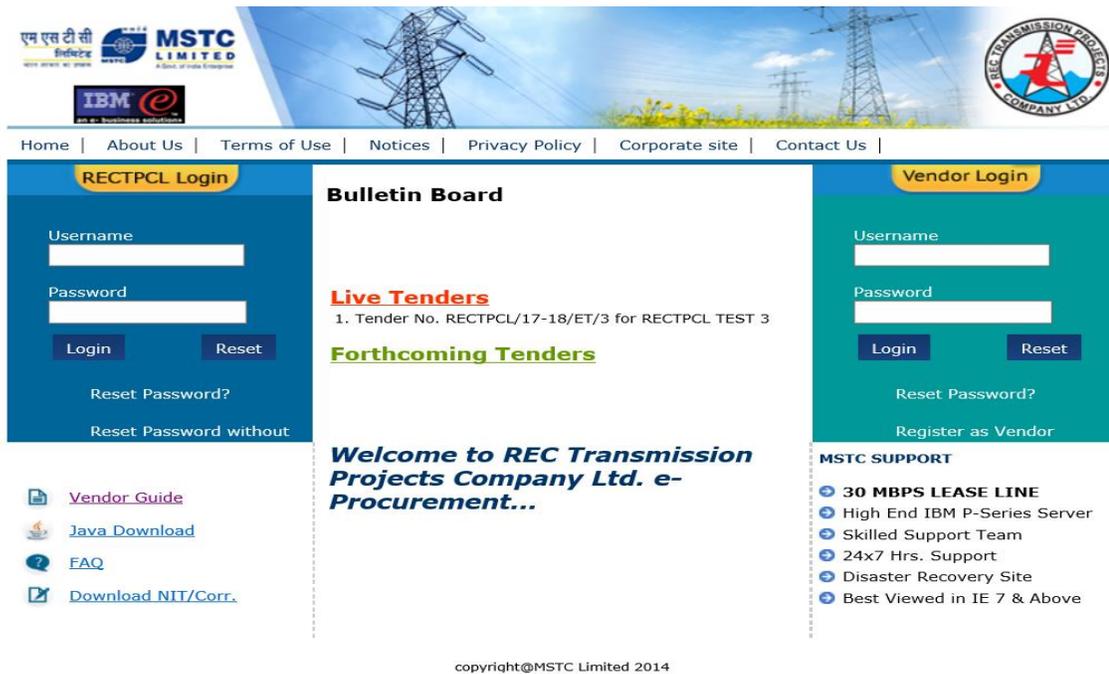
1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

# Bidder's guide for Bidding through excel based uploading in RECTPCL portal:

1. Use Internet Explorer to go to [https://www.mstcecommerce.com/eprochome/rectpcl/buyer\\_login.jsp](https://www.mstcecommerce.com/eprochome/rectpcl/buyer_login.jsp)



2. On the right side of the page click on Register as a Vendor:



3. Fill the form that appears to create username and password.

MSTC Limited e-Procurement

e-Procurement > Vendor > New Registration

**Personal Information** \* mandatory fields

Company Name\* :

Contact Person\* :

Company Type\* :

**User Preferences**

Choose a Username\* :  [Click here to check availability of your User Id](#)

Choose a Password\* :  (Your Password is Case Sensitive.)

Retype Password\* :

**Your Contact Details**

Email Id\* :

Mobile Phone No. :  (Please provide mobile no. to serve you better)

Day Phone\* :

Fax No. :

**Your Contact Address**

Street\* :

City\* :

Pin\* :

District\* :

Country\* :   Other

State\* :

4. Once the registration is done, login with your user name and password:

Vendor Login

Username  
rectplvendor1

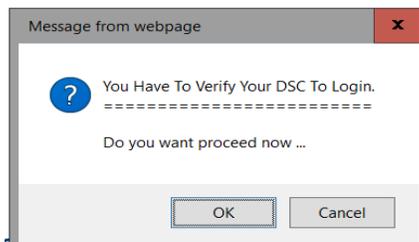
Password  
.....

Login Reset

Reset Password?

Register as Vendor

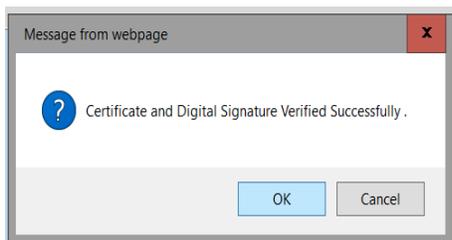
5. System will ask you to verify your digital signature



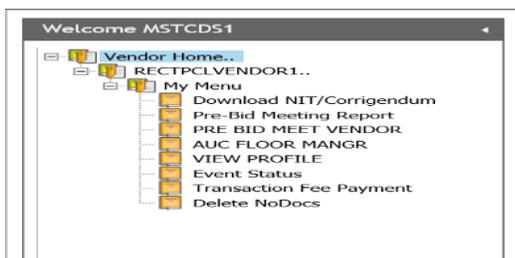
6. Press Ok and select your digital signature from the List:



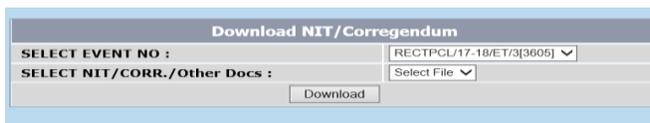
7. Your digital signature will be verified



8. Once login is complete, a bidder can access My Menu through the left side of the page:



9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:



10. After going through NIT, a bidder will be required to submit the transaction fee before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEft/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).

Select a Event :	RECTPCL/17-18/ET/3
Transaction fee :	5750.0
Select Payment Type:	<input type="radio"/> NEFT/RTGS <input checked="" type="radio"/> Online Payment
<input type="button" value="Proceed To Payment"/>	

11. After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid. (tenders have the the denotation ET while e-Reverse Auctions have denotation RA).

Hi MSTCDS1

Server Time : 2017/5/16 11:34:37

Select Buyer : REC Transmission Projects Company Ltd.

Live e-Procurement Events :

Forthcoming e-Procurement Events :

e-Procurement Event No.	e-Procurement Event Start Date	e-Procurement Event Close Date
<input type="checkbox"/> MSTC/17-18/RA/1	2017-05-16 10:12	2017-05-19 14:30
<input checked="" type="checkbox"/> RECTPCL/17-18/ET/3	2017-05-16 10:05	2017-05-19 13:00

12. On clicking the tender number following screen will appear:

Hi MSTCDS1

**EVENT INFO**

Current Server Time: 7.11.2017 12:11:23 IST

Event No	Event Type	Event Start Time	Event Close Time
RECTPCL/17-18/ET/19	3Cover_Price_Bid_Upload_in_Excel	30.10.2017 16:30:00	10.11.2017 17:00:00

Part-I Cover    Part-II Cover    Upload Docs

ITEM NO	ITEM Name	Cover 3	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1	1	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	Qualification part Bid Saved
2	2	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	Technical Saved

13. The first step towards submitting the bid is Cover 1 on the left side. Click on Cover 1 and fill the form given therein. Conditions with agree have to be necessarily agreed, while in the conditions with empty remarks field bidder can give their comments.

❗ (PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR OPINIONS) ❗

Purchaser's Specification		Agree
<b>1 Technical Terms</b>		
1.1	a	Agree   Agree with remarks
1.2	a	Remarks
1.3	a	AGREE
1.4	a	Agree   Agree
1.5	a	AGREE

14. After the common terms are saved, a bidder can proceed to saving the Cover 2. To fill Cover 2 form click on cover 2 and fill the form therein.

❗ (PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR QUOTE) ❗

**ITEM INFO : Dismantling of both end terminations of existing oil filled cables as per scope of work mentioned in Technical Specification**

Purchaser's Specification		Agree
<b>1 Commercial Terms</b>		
1.1	a	AGREE
1.2	a	AGREE
1.3	a	AGREE
1.4	a	AGREE
1.5	a	AGREE

Save

15. Once Cover 2 are saved, proceed with submitting the price bid. Click on Download button to download the Excel sheet for Price Bid.

Do you want to open or save 17-18-ET-19-5312-38840-Book2.xls (19.0 KB) from mstcauction.com?

Open Save Cancel x

16. Fill up the excel sheet as per the details given therein and tender document.

17. To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

18. Once all the covers are saved, click on upload documents on the top to upload documents for the said tender. Select the cover for which document are being uploaded. A list of previously uploaded files will be visible at the bottom of the screen:

19. After the documents have been uploaded, click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

#### E-Reverse Auction:

20. The Financial Bid will comprise of two rounds. In the first round, the total Initial Price Offer (submitted online along with the Cover 1 and 2) of the Technically Qualified bidders shall be opened and total Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Final Price Offer on the electronic bidding platform which must be lower than **0.05%** of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the multiples of **0.05%** of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be **30 minutes** which will be extended by 10 minutes from the last received bid time if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.

21. At the close of the e-Reverse auction the successful bidder will be notified by email that their bid amount \_\_\_\_\_ received in the system is the lowest amount in the system. They will be required to give a break up of the bid quoted by them. The break up should be pro rata reduced (without disturbing amount of taxes) from their initial price offer at Tender stage.
-