आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड
REC POWER DISTRIBUTION COMPANY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)
CIN No. RECPDCL-U40101DL2007GOI165779
Corporate Office: 4th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida, Gautam Budh Nagar-201301 (UP)
Tel.: 0120 - 4383783, Fax: 0120 - 4383768, Website: www.recpdcl.in, E-Mail: co.delhi@recpdcl.in
Regd. Office: Core - 4, SCOPE Complex, 7, Lodhi Road, New Delhi - 110003, Phone: 011 - 4091506, Fax: 011 - 24366815

NIT No: RECPDCL/TECH/TRP/18-19/2487 **Date: 01.09.2018**

(Domestic Competitive Bidding)

Notice Inviting Tender

(Bid Invited through e-Tendering mode only)

for

Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY Scheme

REC Power Distribution Company Limited (RECPDCL)

(A wholly owned subsidiary of REC Ltd., a 'Navaratna CPSE'
Under Ministry of Power, Govt. of India)
CIN No. of RECPDCL: U40101DL2007GOI165779

Corporate office

4th Floor, KRIBHCO Bhawan,
A10, Sector-1, Noida (U.P.)-201301
Phone: 0120-4383783
Website: **www.recpdcl.in**

Description of task, e-tender submission format and procedure is provided in the tender document available on RECPDCL website (**www.recpdcl.in**), REC website (**www.recindia.nic.in**), e-tendering website (**www.tenderwizard.com/REC**), Central Public Procurement Portal (**www.eprocure.gov.in**)

Important Dates	
Date of Release of tender	**01.09.2018**
Date of Pre-bid Meeting	**07.09.2018 at 12:00 Hours**
Last date of submission of Bid	**17.09.2018 up to 15:30 Hours**
Date of opening of Technical Bids	**17.09.2018 at 16:00 Hours**
Date of opening of Financial Bids	**To be intimated later**

Note: Online registration has to be done at e-tendering website i.e. **www.tenderwizard.com/REC** in general, activation of registration may take about maximum 24 hours subject to the submission of all requisite documents required in the process.

-Sd-
(Bhupender Gupta)
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.]

TABLE OF CONTENTS

S. No.	Section	Title	Page no.
1	SECTION -I	TENDER INFORMATION	3
2	SECTION-II	PREFACE& INTENT	4
3	SECTION-III	INSTRUCTIONS TO BIDDING AGENCIES	6
4	SECTION-IV	ELIGIBILITY CRITERIA	9
5	SECTION-V	DETAILED SCOPE OF WORK, TECHNICAL SPECIFICATIONS & CONDITIONS OF CONTRACT	12
6	SECTION-VI	COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS	17
7	SECTION-VII	BID EVALUATION METHODOLOGY & ALLOCATION OF QUANTITY	23
8	SECTION-VIII	GENERAL CONDITIONS OF BID	25
9	ANNEXURE-I	LETTER FOR SUBMISSION OF BID	28
10	ANNEXURE-II	BIDDER'S GENERAL DETAILS	29
11	ANNEXURE-III	LETTER OF TRANSMITTAL	30
12	ANNEXURE-IV	FINANCIAL ELIGIBILITY CRITERIA AS PER SECTION-IV	31
13	ANNEXURE-V	FORMAT FOR EVIDENCE OF BIDDER'S ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIESBANK CERTIFICATE	32
14	ANNEXURE-VI	BID BANK GUARANTEE (EARNEST MONEY) FORMAT	33
15	ANNEXURE-VII	ADVANCE BANK GUARANTEE	35
16	ANNEXURE-VIII	PERFORMANCE BANK GUARANTEE (PBG) FORMAT	36
17	ANNEXURE-IX	POWER OF ATTORNEY	37
18	ANNEXURE-X	AGREEMENT FOR CONSORTIUM/JOINT VENTURE FIRM	39
19	ANNEXURE-XI	UNDERTAKING TOWARDS NOT BEING BLACK-LISTED	41
20	ANNEXURE-XII	ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT	42
21	ANNEXURE-XIII	INTEGRITY PACT	43
22	ANNEXURE-XIV	PERT CHART	48
23	ANNEXURE-XV	FINANCIAL BID	49
24	ANNEXURE-XVI	GENERAL TECHNICAL PARTICULARS (GTP)	51

SECTION-I

TENDER INFORMATION

NAME OF ASSIGNMENT:

Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY Scheme

IMPORTANT INFORMATION

S. No.	Event	Date/ Information	
1	Date of Release of Tender	**01.09.2018**	
2	Last Date of Submission of Pre-Bid Queries	**07.09.2018 up to 11:00 Hours**	
3	Date of Pre-Bid Meeting	**07.09.2018 at 12:00 Hours**	
4	Venue for Pre-Bid Meeting	REC Power Distribution Company Limited, 4th Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301 Phone: 0120-4383783/767 Email: co@recpdcl.in	
5	Last date of submission of Bid	**17.09.2018 up to 15:30 Hours**	
6	Date of Opening of Technical Bids	**17.09.2018 at 16:00 Hours**	
7	Date of Opening of Financial Bids	**To be intimated later**	
8	Tender document	The tender document can be downloaded and viewed from any of the website: **www.recpdcl.in** (or) **www.recindia.nic.in** (or) **www.eprocure.gov.in** (or) (**www.tenderwizard.com/REC**) 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 favour of REC Power Distribution Company Ltd. payable at New Delhi (or) in the form of Bank Guarantee (bid bank guarantee) from a scheduled bank as per format of Annexure-VI.	
10	Address for Bid Submission	Addl. Chief Executive Officer REC Power Distribution Company Limited, 4th Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301 Email: co@recpdcl.in	
11	Validity of Bid	180 days from the last date of bid submission	
12	Contact Person	Shri Ajay Kumar Gupta Chief Technical Officer RECPDCL Email: co@recpdcl.in	Shri Sunil Bisht Dy. Manager (Tech.) RECPDCL, Phone: 0120-4383759/767 Email: co@recpdcl.in

SECTION-II

PREFACE& INTENT

REC Power Distribution Company Limited (RECPDCL) is a wholly owned subsidiary of Rural Electrification Corporation Ltd. (REC), a *"Navratna CPSE"* under the Ministry of Power, Govt. of India. RECPDCL is also an Empaneled Government Agency with Ministry of New &Renewable Energy (MNRE), Govt. of India.

RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, Renewable Energy Sector and Energy Efficiency programs including Govt. of India's power schemes for power utilities across the country and various regulatory assignments with CERC/SERCs. It includes the project works under Rural Electrification, Project Management Consultancy (PMC) works, Detailed Project Report (DPR) preparation for R-APDRP/DDUGJY/RGGVY/NEF and other power project schemes, Third Party Inspection of DDUGJY/ RGGVY/other projects, Feeder Renovation Program, Feeder separation, HVDS program, Lender's Engineers assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, System study, MRI based billing and Cost Book Data Preparation.

Government of India has launched Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) for strengthening &augmentation of power distribution network, separation of agriculture & non-agriculture feeders and rural electrification works. This scheme is already under implementation by various states in the country.

In addition to this, Government of India has recently launched SAUBHAGYA scheme to ensure last mile connectivity and electricity connections to all remaining un-electrified households in the country. This scheme aims for providing service connections to un-connected households in rural and urban areas through available grid or by incremental infrastructure.

Electrification works under SAUBHAGYA is a flagship programme of Govt. of India which is required to be completed latest by December-2018, therefore time is the essence of the contract. In no case, delay shall be permitted from the agreed timeline commensurate with entire scheme.

RECPDCL, which expression shall also include its successors and permitted assigns, hereby invites Bids from the agencies which are technically and professionally qualified, experienced and capable of supplying Steel Tubular Poles in large quantum as per Scope of Work detailed in Section-V of this tender document and are able to deliver the job in a time bound and efficient manner as per the requirements of RECPDCL.

Tripura State Electricity Corporation Limited (hereinafter referred as "TSECL") shall be Owner of the project however, REC Power Distribution Company Limited (hereinafter referred as "RECPDCL") shall act as Employer for the Contract under this NIT.

RECPDCL shall be responsible for procurement of the materials under this NIT & timely supply to the respective store(s) located in the operational area of the Owner on behalf of Owner.

Employer shall make payments promptly on the submission of requisite documents and fulfillment of stipulated conditions by the successful bidder(s) under the Contract. All invoices/ claims shall be raised by the successful bidder(s) in the name of Owner acting through RECPDCL.

Package	Delivery Location	Quantity of Poles (in Nos.)	
		8 Meter STP	9 Meter STP
1	Ambassa in Dhalai District	19685	1335
2	Jirania in West Tripura District	8438	571

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 RECPDCL web site **www.recpdcl.in** (or) e-tender website**www.tenderwizard.com/REC**(or) REC website **www.recindia.nic.in** (or) Central Public Procurement Portal**www.eprocure.gov.in** at free of cost.

B. Participation through e-Bid Submission:

Bidders shall submit their bid documents online through website www.tenderwizard.com/REC

1) In order to participate in e-Bid submission, it is mandatory for agencies to have log-in User ID and Password. For this purpose, the agency has to register with RECPDCL through tender Wizard website as per procedure given below.

Steps for Online Registration:

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

Note:

- While accessing tenderwizard.com website, please type 'REC' in capital letters only to get access of e-tender portal.
- Activation of On-Line registration may take about maximum 24 hours. It is the responsibility of the bidder to register in advance.

2) Please note that the agencies have to obtain digital signature token for applying the bid. Bidders may also obtain the same from Tender Wizard.

Steps for applying for Digital Signature from Tender Wizard:

Download the Application Form from the website https://www.tenderwizard.com/REC. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officials whose address is given in this tender document.

C. Submission of Bid Documents:

Submission of bids will be through online e-tendering mode only from www.tenderwizard.com/RECwebsite.

Agencies should upload Bid documents (scanned copies) as mentioned below. Online submission of Bid documents is mandatory.

1) **Letter for Submission of Bid** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-I**. This is mandatory document for submission.
2) **Bidder's General Details** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-II**.
3) **Letter for Transmittal** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-III**.

4) **Financial Eligibility Criteria as per Section-IV** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-IV**.
5) Format for Evidence of Bidder's Access to or Availability of Credit/Facilities Bank Certificate has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-V**. Scanned copy of Certificate has to be uploaded and ***original has to be submitted before last date & time of submission of bid***.
6) **Earnest Money Deposit (EMD)** as per Clause No. 2 under Section-VI has to be deposited in the form of Demand Draft (DD) in favour of 'REC Power Distribution Company Ltd.' payable at New Delhi (or) in the form of Bank Guarantee (Bid Bank Guarantee) from a scheduled bank as per format **Annexure-VI**. Scanned copy of DD or BG has to be uploaded and ***original of DD or BG has to be submitted before last date & time of submission of bid***. Exemption for payment of EMD amount will be given to Micro, Small& Medium Enterprises (MSMEs) as per conditions mentioned in SECTION-VI.
7) **Advance Bank Guarantee** has to be submitted issued by the Bidding Company, if bidder wants mobilization advance during commencement of work as per **Annexure-VII**.
8) **Performance Bank Guarantee** has to be submitted by bidder within 7 days from the award of work as per **Annexure-VIII.**
9) **Power of Attorney** has to be submitted issued by the Bidding Company in favour of the authorized person signing the Bid as per format of **Annexure-IX**. Scanned copy of Power of Attorney has to be uploaded and ***original has to be submitted before last date & time of submission of bid***.
10) **Agreement for Consortium/Joint Venture Firm** has to be submitted as per format of **Annexure-X**. Scanned copy of the same has to be uploaded and ***original has to be submitted before last date & time of submission of bid***.
11) **Undertaking towards not being black-listed** has to be submitted duly signed and stamped as per format of **Annexure-XI**.
12) **Acceptance form for participation in reverse auction event** has to be submitted duly signed and stamped as per format of **Annexure-XII**.
13) **Integrity Pact** has to be submitted duly signed and stamped as per format of **Annexure-XIII (two copies on Rs. 100/- non-judicial stamp paper)**.Scanned copies of integrity pact has to be uploaded and ***original has to be submitted before last date & time of submission of bid***.
14) **PERT Chart** has to be submitted **through online** mode as per format of **Annexure-XIV** and ***original has to be submitted before last date & time of submission of bid***.
15) **Financial Bid** has to be submitted **through online** mode as per format of **Annexure-XV**.
16) **General Technical Particulars (GTP)** has to be submitted as per format of **Annexure-XVI**.
17) All items/ materials being offered by the bidder under this NIT must have already been type tested. Bidder shall submit valid type test reports for the same design from CPRI/ERDA/NABL accredited laboratory not older than 5 (FIVE) years from the scheduled date of bid submission and shall be valid at the time of inspection and supply of materials. Bidder shall also furnish drawing of items/ materials submitted during type testing. **Those bidders who do not have valid type test reports all the items covered under this NIT, shall not be eligible for participation in this tender.**
18) **Complete set of this tender document** duly signed and stamped on each page has to be submitted as token of acceptance of its contents.

Note: All the documents which are to be submitted in original, shall be kept in an envelope with subject mentioning "Bid Documents for Supply of Steel Tubular Poles in Tripura for electrification work under SAUBHAGYA/DDUGJY" on the top of envelope and addressing to:

Addl. Chief Executive Officer,
REC Power Distribution Company Limited,
4th Floor, KRIBHCO Bhawan,
A10, Sector-1, Noida (U.P.)-201301

- In case sealed Financial Bid is submitted in hard copy, it will be returned to the bidder unopened at the time of opening of bids.

SECTION-IV

ELIGIBILITY CRITERIA

Bidder must meet the eligibility criteria independently as a bidding Company or as a bidding consortium of two companies/firms with one of the members acting as the Lead Member of the Bidding Consortium. 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
	General Eligibility Criteria	
1	This Invitation for Bids, issued by Employer is open to all firms including company (ies), Government Owned Enterprises registered and incorporated in India as per Company 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. In case, bidder is a Consortium / Joint Venture Firm, both the members of the Consortium/JV should meet above criteria.	In case of companies, Certificate of Incorporation issued under Indian Companies Act 1956 or 2013 from Registrar of Companies to be submitted. In other cases, Certificate of Registration issued by Competent Govt. Authority is to be submitted. (For JV/Consortium, both members should have document as asked)
2	Bidder should have valid GSTIN registration and PAN. For JV/Consortium, both members should comply this criteria.	Copy of PAN and GSTIN registration should be submitted.
3	Bidder must be in business of manufacturing of poles being used in Power Sector for minimum period of last 3 years ending previous month of bidding month. For JV/Consortium, at least one of the member of JV/Consortium should comply this criteria.	1. Copy of trade license for commencement of business. 2. Copy of relevant Work Order/any other documentary evidence in support of stipulated qualification requirement up to the satisfaction of RECPDCL.
4	Bidder should not be black-listed by any Central/State Govt. organization, PSU etc. For JV/Consortium, both members should comply this criteria.	Bidder should submit an undertaking in this regard as per format of Annexure-XI.
	Financial Eligibility Criteria	
5	Bidder's average annual turnover for last three financial years (FY 2017-18, 2016-17 & 2015-16) should be at least Rs. 14.86 Crore for Package-1 and Rs. 6.37 Crore for Package-2 **In case a bidder is quoting for both packages, annual turnover requirement shall be examined on**	Audited annual accounts of last three FY 2017-18, 2016-17 & 2015-16 is to be submitted along with CA certificate as per Annexure-IV. In case, audited balance sheet of 2017-18 is not available, bidder shall submit provisional balance sheet duly certified by Chartered Accountant.

	the basis of sum of package wise requirement of all quoted packages. For JV/Consortium, members may jointly comply this criteria.	
6	Net Worth for the each of the last three Financial Years should be positive. *Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.* For JV/Consortium, both members should have positive net worth.	Audited annual accounts for last three financial years i.e. FY 2017-18, 2016-17 & 2015-16.
7	Bidder shall have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than Rs. 2.12 Crore for Package-1 and Rs. 0.91 Crore for Package-2 and the Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. *Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.* **In case a bidder is quoting for both packages, above requirement shall be examined on the basis of sum of package wise requirement of all quoted packages.** For JV/Consortium, each member shall individually comply this criteria.	A certificate from banker (as per format of Annexure-V) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, RECPDCL may make queries with the Bidders' bankers. For JV/Consortium, each member shall individually comply this criteria.
Technical Eligibility Criteria		
8	Bidder should have successfully supplied Steel Tubular Poles to any Govt. Power Sector Utility in India directly or through any EPC contractor in last 7 years from the originally scheduled bid submission date:	Bidder should submit copy of Work order (mandatory) along with any other document from the list below: 1. Proof of receipt of complete payment towards work order.

	For Package-1 Single Work Order of Rs. 8.49 Crores OR Two Work Orders of Rs. 5.31 Crores OR Three Work Orders of Rs. 4.24 Crores **For Package-2** Single Work Order of Rs. 3.64 Crores OR Two Work Orders of Rs. 2.27 Crores OR Three Work Orders of Rs. 1.82 Crores **In case a bidder is quoting for both packages, Technical Eligibility requirement shall be examined on the basis of requirement of Packag-1.** For JV/Consortium, members may jointly comply this criteria.	2. Proof of release of performance bank guarantee against the said work order. 3. Work completion certificate from the client.

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

Design, engineering, manufacture, testing and supply of Steel Tubular Poles as per Scope of Work including transportation & insurance up to sub-divisional headquarters of TSECL in the State of Tripura. Unloading of material on reaching the designated store shall be in the scope of TSECL. All manpower, crane, truck etc. shall be arranged and paid by TSECL. On successful delivery of material up to designated store, it shall be handed over to authorized representative of TSECL.

8/9 METER TUBULAR STEEL POLES (Bottom section galvanized including base plate)

This specification covers the general requirements towards design, manufacture, testing at manufacturers works, supply and delivery for tubular steel poles of circular cross section (swaged type) for overhead lines.

1. STANDARDS

The tubular steel poles shall conform to the latest edition of Indian Standard specification IS: 2713 (Part – I, III): 1980 or any other authoritative standards (as amended up-to- date) except where specified otherwise in this specification.

2. TOPOGRAPHY AND CLIMATIC CONDITION

The materials offered, shall be suitable for operation in tropical climate and will be subjected to the sun and inclement weather and shall be able to withstand wide range of temperature variation. For the purpose of design, average atmospheric temperature may be considered to be 50ºC with humidity nearing saturation

3. MATERIALS

(i) The materials used in construction of tubular steel poles shall be of the tested quality of steels of minimum tensile strength 410 MPa (42 Kgf/mm2).

(ii) The materials, when analyzed in accordance with IS: 228 (Part-III: 1972) and IS: 228 (Part-IX) shall not show sulphur and phosphorous contents of more than 0.060 percent each.

4. **TYPES, SIZE AND CONSTRUCTION**

S. No.	Description of Pole	Type & Size
1	8 Meter Steel Tubular Pole	Swaged type M.S. Steel Tubular Pole as per IS: 2713/1986, Part-1 & 2 (conforming to 410-SP-15) with M.S. Base Plate (Size: 300x300x6 mm) and Cap
2	9 Meter Steel Tubular Pole	Swaged type M.S. Steel Tubular Pole as per IS: 2713/1986, Part-1 & 2 (conforming to 410-SP-32) with M.S. Base Plate (Size: 300x300x6 mm) and Cap

(i) Tubular Steel Poles shall be swaged type with capping on top of pole for stopping rain water seep into the pole.

(ii) Swaged poles shall be made of seamless or welded tubes of suitable lengths swaged and jointed together. No circumferential joints shall be permitted in the individual tube lengths of the poles. If welded tubes are used they shall have one longitudinal weld seam only: and the longitudinal welds shall be staggered at each swaged joint.

(iii) Swaging may be done by any mechanical process. The upper edge of each joint shall be chamfered if at an angle of about 45^{o}. The upper edge need not be chamfered if a circumferential weld is to be deposited in accordance with clause No. 5.3.2 of IS: 2713 (Part-I):1980.

(iv) The length of joints on swaged poles shall be in accordance with clause No. 5.4 of IS: 2713 (Par-I): 1980.

(v) Poles shall be well-finished, clean and free from harmful surface defects. Ends of the poles shall be cut square. Poles shall be straight, smooth and cylindrical. The weld joints, if any, shall be of good quality, free from scale, surface defects, cracks, etc.

(vi) Tolerances for outside diameter, thickness, length, weight and straightness shall be in accordance with IS: 2713 (Part-I): 1980.

(vii) Bottom section of pole shall be galvanized as per BIS standard throughout, internally and externally including base plate. The remaining portion of the exterior shall be painted with one coat of red oxide primer as specified in IS: 2074-1979. Poles shall be aluminium painted over red oxide as per Indian Standard. Galvanization shall be done in accordance with IS: 4759 & IS: 2629 with latest amendments.

(viii) Weight of the pole shall be as per Indian Standard.

5. EARTHING ARRANGEMENTS

For earthing arrangement a through hole of 14mm diameter shall be provided in each pole at a height of 300mm above the planting depth.

6. TESTS AND TEST CERTIFICATES

(i) The following tests shall be conducted on finished poles:

A. Tensile test and chemical analysis for sulphur and phosphorous,

B. Deflocation test,

C. Permanent set test, and

D. Drop test.

(i) In addition to above verification of dimensions as per IS: 2713 (Part-III): 1980 shall be carried out during acceptance lots.

(ii) Number of poles selected for conducting different tests shall be in accordance to clause no.10.1.1 and no. 10.1.12: of IS: 2713 (Part-I) 1980.

(iii) Tests shall be carried out before supply of each consignment at the manufacturer's works and test certificates should be submitted to the purchaser for approval prior to delivery.

(iv) Re-tests, if any, shall be made in accordance with IS: 2713 (Part-I) 1980.

(v) Purchaser reserves the right to inspect during manufacturing and depute his representative to inspect/test at the works.

(vi) If any extra cost is required for carrying out the above specified tests, the same shall be borne by the manufacturer.

(vii) The type test reports shall not be older than 5 (Five) years and shall be valid at the time of inspection and supply of materials.

7. MARKING

(i) The poles shall be marked with designation, manufacturer's identification, year of manufacture and name of the purchaser: Employer Name; DDUGJY/SUABHAGYA

(ii) The poles may also be marked with the ISI certification mark.

8. PERFORMANCE

(i) The manufacturer shall furnish a list of the major supplies effected during the last 3 (three) years indicating the volume of supply and actual delivery dates.

(ii) Manufacturer may not be considered if the past manufacturing experience is found to be less that 3(three) years.

9. DEVIATION

Anydeviation in technical specification shall be clearly indicated with sufficient reasons thereof. Purchaser shall however reserve the right to accept and/or reject the same without assigning any reasons what-so-ever.

Note: All items/ materials being offered by the bidder under this NIT must have already been type tested. Bidder shall submit valid type test reports for the same design from CPRI/ERDA/NABL accredited laboratory not older than 5 (FIVE) years from the scheduled date of bid submission and shall be valid at the time of inspection and supply of materials. Bidder shall also furnish drawing of items/ materials submitted during type testing. Those bidders who do not have valid type test reports all the items covered under this NIT, shall not be eligible for participation in this tender.

B. Conditions of Contract:

1. Completion Period:

I. Total completion period for the Contract including but not limited to design, engineering, manufacture, testing and supply of Poles as per Scope of Work including transportation & insurance up to sub-divisional headquarters of TSECL in the State of Tripura is **60 days** from the date of issuance of Letter of Intent/Purchase Order (whichever is earlier) as per below mentioned schedule:

No. of days from issuance of Letter of Intent/Purchase Order (whichever is earlier)	Cumulative percentage of supply of materials
30 days	40% of each item mentioned in Financial Bid
45 days	Further 40% (i.e. cumulatively 80%) of each item mentioned in Financial Bid
60 days	Further 20% (i.e. cumulatively 100%) of each item mentioned in Financial Bid

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

II. In order to match above timeline, each bidder shall submit detailed delivery schedule in the prescribed format (PERT Chart) as per Annexure-XIV 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. Being a difficult terrain and assignment, a copy of insurance shall also be submitted to RECPDCL.

3. **Type & Quality of Materials and Workmanship:** The design, engineering, manufacture, supply, testing and performance of material shall be in accordance with latest appropriate IEC/Indian Standards as detailed in this section above. Any supplies which have not been specifically mentioned in this tender but which are necessary for the design, engineering, manufacture, supply & performance/completeness of Steel Tubular Poles shall be provided by the bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the system.

4. **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 18 months from the date of delivery. 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 45 days from the date of receipt of such intimation from RECPDCL. In case, bidder fails to replace/rectify the defective materials, RECPDCL 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 RECPDCL.

5. **Coordination & Report:** Bidder shall inform the name, address, contact number of the Nodal Officer(s), assigned by the agency for this work, who will report about their weekly/ fortnightly progress & performance of the assignment. In case, absence of any information is adversely affecting the progress of work, the issue could be escalated to Addl. CEO, RECPDCL. Bidder shall submit the progress report weekly/ fortnightly to RECPDCL in Prescribed Performa as desired. RECPDCL will have the right to depute its representatives to ascertain the progress of supply at the premises of works of the bidder or at site.

   In addition to this, bidder should also provide contact details and email id of Management & key Officials of the company.

6. **Inspection & Testing:**
   - The bidder shall comply with the testing requirements as mentioned in Part-A of this section. These tests shall be conducted at no extra cost to the RECPDCL.
   - The inspections and tests shall be conducted at the manufacturing unit of the Bidder or its sub-supplier(s), at point of delivery and/or at the Goods final destination. If conducted at the manufacturing unit of the Bidder or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no cost to the RECPDCL.
   - Pre dispatch inspection shall be carried out on sampling basis (10% or as specified in applicable Indian Standard) by authorized representative of RECPDCL.

- Should any inspected or tested Goods fail to conform to the specifications, the RECPDCL may reject the goods and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the RECPDCL.
- The RECPDCL's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the RECPDCL or its representative prior to the Goods shipment.
- Nothing in this shall in any way release the Bidder from any warranty/guarantee or other obligations under this Contract.

Note: Materials may be inspected jointly by representative(s) of REPDCL/REC/DISCOM/Power Department or by RECPDCL alone as the case may be, for which a notice of minimum 5 working days shall be given by the successful bidder.

SECTION-VI

COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS

1. PRICE:

1.1 Price should be quoted as per format of Annexure-XV which must be inclusive of all costs involved in the supply contract i.e. complete design, engineering, manufacture, testing and supply of Steel Tubular Poles including transportation & insurance up to sub-divisional headquarters of TSECL in the State of Tripura and all applicable taxes and duties of Central & State Governments etc.

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 RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.

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 as per table below in the form of Demand Draft/ Bank Guarantee (BG) from a scheduled bank (as per Annexure-VI) drawn in favour of REC Power Distribution Company Ltd.' payable at New Delhi. In case of a Joint Venture/Consortium, EMD shall be submitted by the Lead Member.

Package	EMD value
Package-1 (Ambassa)	Rs. 6,62,249
Package-2 (Jirania)	Rs. 5,40,965

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 RECPDCL, without which the tender/work order shall be rejected.

2.4 Request for adjustment of Earnest Money Deposit against any previous dues with RECPDCL 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 RECPDCL 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 RECPDCL are allowed to same subject to submission and production of requisite documents/proofs etc.

(iii) In addition, RECPDCL 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 RECPDCL 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 RECPDCL 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.

3. PERFORMANCE BANK GUARANTEE (PBG): The bidder need to submit unconditional & irrevocable Performance Bank Guarantee (PBG) from a scheduled bank as per Annexure-VIII amounting to 10% of total contract value with a validity till completion of warranty period of 18 months plus 6 months' claim period. 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 RECPDCL:

a. If the Supplier is not able to supply materials to the satisfaction of RECPDCL 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:** The materials must be delivered timely as per conditions specified in this NIT to sub-divisional headquarters of TSECL in the State of Tripura so as to complete the work within sanctioned period. Delivery location wise quantity of materials shall tentatively be as below:

S. No.	Item description	Unit	Delivery Location wise Qunatity		Total Quantity
			Ambassa in Dhalai District	Jirania in West Tripura District	
1	8 Meter Steel Tubular Pole	Nos.	19685	8438	28123
2	9 Meter Steel Tubular Pole	Nos.	1335	571	1906

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. In case of requirement & based on sole discretion of RECPDCL, repeat order up to 100% quantity of each/ any item can be placed on successful bidder(s). However, in case of any repeat order is placed up to 100% (other than quantity variation of +/- 20%), it shall be on mutually agreed price, terms & conditions. Delivery location/State may also change for repeat order.

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) @ 0.5% 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. **SPLIT OF WORKS:** In view of targeted capacity and limited time available for completion of the task, RECPDCL reserves the right to increase / decrease / split of the work at the sole discretion of the RECPDCL. Suitable amendment / communication shall be issued in the event of variations in quantities.

10. **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. In case of Joint Venture/Consortium, all invoices shall be raised by Lead Member only and accordingly, all payments will be released to Lead Member only.

Milestone No.	Milestone	Details of milestone	% payment
1	**Advance Payment** (On request of supplier, interest bearing adjustable initial advance of 10% shall be released to successful bidder. The annual	Requisites: 1. Submission of unconditional acceptance of LOA 2. Unconditional & irrevocable Advance Bank Guarantee as per Annexure-VII with a validity up to sanctioned delivery period plus 3 months' claim period in favor of RECPDCL amounting to 110% of total advance amount 3. Unconditional & irrevocable Performance	10% of the total value of the supply portion (i.e. exclusive of Freight& Insurance and GST) within 5 working days from receipt of eligible invoice along with necessary documents.

	interest rate shall be calculated based on SBI Base Rate as applicable from time to time.)	Bank Guarantee (PBG) as per Annexure-VIII for ten percent (10%) of the total Contract price towards Contract Performance with a validity till completion of warranty period of 18 months plus 6 months' claim period.	
2	**Dispatch of material from manufacturer's premises after receiving dispatch clearance from RECPDCL**	Requisites: 1. Submission of documents except for Advance Bank Guarantee as indicated in milestone-1. 2. Tax invoice 3. Material Dispatch Clearance Certificate 4. Evidence of dispatch (GR/LR copy) 5. Packing list identifying contents of each shipment 6. Copy of insurance 7. Warranty Certificate If supplier has opted for advance, the same shall be adjusted proportionately while making payments of this installment. Also, up-to-date accrued interest shall also be recovered.	30% of value of materials dispatched including cost of supply plus GST but excluding freight & Insurance within 5 working days from receipt of eligible invoice along with necessary documents.
3	**Receipt and acceptance of Materials at store of TSECL**	Requisites: 1. Tax invoice 2. Material Receipt Note (MRN)/ Material handing over certificate duly signed by authorized representative of supplier, RECPDCL and respective DISCOM/ Power Department.	60% of value of materials supplied including cost of supply plus GST and 100% freight & Insurance charges and GST within 5 working days from receipt of eligible invoice along with necessary documents.
4	**After completion of ONE month from the date of delivery of Materials at store of TSECL**	Requisites: 1. Tax invoice 2. No adverse remark from TSECL for the supplied materials	10% of value of materials supplied including cost of supply plus GST within 5 working days from receipt of eligible invoice along with necessary documents.
			100%

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

11. **FORCE MAJEURE:** Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of Bidder or RECPDCL 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"). RECPDCL 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.

12. **SUCCESSORS & ASSIGNS:** In case RECPDCL 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.

13. INDEMNITY CLAUSE:

(i) The bidder shall indemnify and hold harmless the RECPDCL 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 RECPDCL 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 RECPDCL arising out of the matters referred to in Clause (i), the RECPDCL 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 RECPDCL 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 RECPDCL 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 RECPDCL's exclusive remedy for claims of infringement of intellectual property rights related to the goods/ materials and the bidder Properties.

14. NO SUSPENSION OF WORK & RISK PURCHASE:

NO SUSPENSION OF WORK

The obligations of the RECPDCL 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 RECPDCL and the bidder, it shall be agreed that the RECPDCL shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the RECPDCL 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

RECPDCL 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 RECPDCL, 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 RECPDCL 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 RECPDCL 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 RECPDCL, RECPDCL 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.

15. 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 RECPDCL if the successful bidder is not likely to make up for the delay or test checks by RECPDCL 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, RECPDCL, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.

16. 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, RECPDCL.
- 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 & ALLOCATION OF QUANTITY

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, Clause-C (Submission of Bid Documents).

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. REC PDCL 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. RECPDCL 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. RECPDCL 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 RECPDCL.

f. RECPDCL 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, RECPDCL 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 RECPDCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity later on. The RECPDCL'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 package wise total price inclusive of Freight & Insurance and all taxes & duties quoted as per Annexure-XV.

g. RECPDCL may or may not conduct reverse auction.

3. <u>ALLOCATION OF QUANTITY:</u>

a. Based on total price quoted by the bidders, RECPDCL shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _Ln (L1 being the lowest quote).

b. Approx. 50% of the tentative quantity will be allocated to the L1 successful bidder.

c. For further allocation, (after allocating the quantity to the L1 bidder) based on total price quoted by the bidders, RECPDCL shall arrange the bids in the ascending order i.e. L2, L3, L4 _ _ _ _ and so on (L2 being the second lowest quote and so on) and allocate approx. 30% of the tentative quantity to L2 bidder &approx. 20% of the tentative quantity to L3 bidder subject to matching the L1 rate. In case, L2 bidder and/or L3 bidder do not match the L1 price in such case RECPDCL reserves right to call next lowest bidder(s) for allocation of remaining 30% / 20% quantities at L1 price.

d. However, RECPDCL reserves right to select no. of successful bidders at its sole discretion as per requirement of the project.

e. In case, certain quantity remains unallocated, it will be mandatory to L1 bidder to supply such unallocated quantities at the rate quoted in financial bid.

f. Quantities for each delivery location shall be proportionately distributed among all successful bidders as per allocation percentage.

g. If the successful bidder(s), to whom Letter of Intent/Purchase Order has been issued does not fulfil any of the conditions specified in bid document or demonstrating unsatisfactory progress/work, the RECPDCL reserves the right to annul/cancel the award of work to such successful bidder and allocate such quantity to other performing bidders in orderly/proportionate manner.

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. RECPDCL reserves the right to accept or reject any or all Bid requests without assigning any reason.
4. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
5. RECPDCL reserves the right to cancel the bids at any stage and call for fresh tender.
6. RECPDCL 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 RECPDCL 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. RECPDCL reserves right to conduct capacity & capability assessment of participating bidders at the time of technical evaluation process.
9. RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black-listing to various state/central utilities/ Ministry of Power/ State Governments/ Other agencies not to consider the said agency for any assignment including of the same on websites.
10. RECPDCL 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 leviable 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 17.09.2018 at 15:30 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 Power Distribution Corporation Ltd. (RECPDCL), 4th Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301.

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 technical bid shall be opened on 17.09.2018 at 16:00 Hrs in RECPDCL office, Noida in the presence of such Bidders /their representatives, who desire to be present at the time of opening.
25. 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.
26. Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECPDCL.
27. Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.
28. 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.
29. 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.

Additional Requirements / Conditions for Consortium or Joint Venture (JV) Bidders:

1. For JV / Consortium, there shall be a lead bidder exclusively specified and has to propose their associate. Associate's role has to be clearly defined.
2. A lead bidder shall submit only one bid for the tender. It or any member of JV shall not be a member either in individual capacity or as a member of another JV / consortium for the same tender.
3. All bid documents have to be signed by JV/consortium parties jointly and shall submit as per eligibility and tender requirements.
4. Number of members in a JV/ Consortium Firm shall not be more than TWO. JV/Consortium with Foreign companies is not allowed.
5. Joint venture / Consortium agreement - as per format Annexure-X has to be executed between the JV/ Consortium members and shall be submitted by the JV/ Consortium Firm along with the bid documents.
6. Memorandum of Understanding (MOU): The complete details of the members of the JV/ Consortium Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU as per their own customized format.
7. Authorized Member of Joint Venture/ Consortium Firm: 'Lead Bidder' shall be authorized on behalf of the Joint Venture/ Consortium Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to submit EMD/ PBG/ Security Deposit and such activities in respect of this tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Bidder' of the Joint Venture/ Consortium Firm.
8. A power of attorney (as per Annexure-IX of NIT document), duly notarized shall be submitted for individually for representatives of both members of Joint Venture/ Consortium Firm signing the bid documents.
9. Once the bids are submitted, the MOU shall not be modified / altered/ terminated during the period of engagement with RECPDCL including any extension later by RECPDCL or validity of any work order

awarded to the said JV/ Consortium. In case, the tenderer fails to observe/comply with this stipulation, the Security Deposit / Performance Bank Guarantee (PBG) shall be liable to be forfeited.

10. Duration of the Joint Venture Agreement shall be valid during the entire engagement period/currency of the contract including the period of extension, if any.
11. EMD shall be submitted only in the name of 'Lead Bidder' at the time of bid submission and shall be deemed as EMD submitted by JV/ Consortium Firm.
12. Lead bidder and its associates are both responsible and liable for all acts / deeds etc jointly and severally for execution of the project/ Work/ Assignment etc. The Joint Venture/ Consortium members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of the contract or due to non-execution of the contract or part thereof. Failing in any of the above clauses at any time of engagement period, or extension if any will result into disqualification of bids/contract submitted by the bidder.

LETTER FOR SUBMISSION OF BID

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

To,

Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
4th Floor, KRIBHCO Bhawan,
A10, Sector-1, Noida (U.P.)-201301

Sub.: Engagement of Agency for Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY

Dear Sir,

We wish to submit bid against RECPDCL's NIT No: RECPDCL/TECH/TRP/18-19/2487 dated: 01.09.2018 for "Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY" as per the requirements of RECPDCL.

(Tick √ against packages for which bid has been submitted)

☐ Package-1 (Ambassa)

☐ Package-2 (Jirania)

S. No.	Particulars	Capacity (No. of poles per month)
1	Production Capacity	
2	Capacity already booked under current financial year	

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 RECPDCL.

3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:
Place:

Signature:
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'SGENERAL DETAILS

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

NIT No: RECPDCL/TECH/TRP/18-19/2487 dated: 01.09.2018

Name of Work: Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY

GENERALDETAILS

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. Email ID : _____
5. **Type of Firm (Please tick):** Private Ltd./ Public Ltd./ LLP/ Joint Venture Company
6. **Permanent Account Number: _____**
7. **GSTIN:_____**
8. **EMD Details:** **Rs. _____**
   DD/BG No. _____
   Name & Address of Bank: _____
   _____

Signature……

Full Name……..

Designation……..

Address……..

LETTER OF TRANSMITTAL

To,

Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
4th Floor, KRIBHCO Bhawan,
A10, Sector-1, Noida (U.P.)-201301

Dear Sir,

I/We, the undersigned, have examined the details given in your Tender No. RECPDCL/TECH/TRP/18-19/2487 dated: 01.09.2018 for Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY. 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 REC 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 Power Distribution Company Ltd.
4th Floor, KRIBHCO Bhawan,
A10, Sector-1, Noida (U.P.)-201301

Dear Sir,

We wish to submit bid against RECPDCL's NIT No: RECPDCL/TECH/TRP/18-19/2487 dated: 01.09.2018 for "Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY" 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 2015-16	
	FY 2016-17	
	FY 2017-18	
Net Worth	FY 2015-16	
	FY 2016-17	
	FY 2017-18	

(Signature & seal of Authorized Signatory)

Name:

Designation:

Date:

Place:

(Signature & seal of Chartered Accountant)

Name:

Date:

Place:

Membership No.

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s _____ (insert Name & Address of the Bidder) _____ who have submitted their bid to REC Power Distribution Company Limited, Noida against NIT No. …… for supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY, is our customer for the past …… years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non-fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

S. No.	Type of Facility	Sanctioned Limit as on Date	Utilization as on Date

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT

This deed of Guarantee made this ……. day of …… 2018 by ……

…… **(Name of the Bank)** having one its branch at ……..

…… acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Distribution Company Ltd., registered under the Companies Act, 1956, having its office at 4th Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301 (hereinafter called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited tender vide their Tender Notice No: ……
…….. Dated …… to be opened on ……
AND WHEREAS M/s ……
……
…… (**Name of Tenderer)** having its office at ……
…… (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job of Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹ …… /- (Rupees..... only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we ……
…… **(Name of Bank)** have at the request of the tender agree to give RECPDCL 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 RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tender may subsequently agree and if the Tender 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 RECPDCL, New Delhi on demand without demur to the extent of ₹ …… /-(Rupees ..... only).

We further agree as follows:

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tender 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 RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tender or any other forbearance, act or omission on the

part of the RECPDCL or any indulgence by RECPDCL to the said Tender 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 Tender (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tender stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.

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

NOTWITHSTADING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of ₹ …… /-(Rupees ..... only).and this Guarantee shall remain in force till …….. unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to ……. all rights under 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.

Note: The date shall be thirty (30) days after the last date for which the bid is valid.

ADVANCE BANK GUARANTEE (ABG) FORMAT

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

OUR LETTER OF GUARANTEE NO.: _____

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

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the Letter of Intent/ Purchase Order No._____ dated _____ and RECPDCL having agreed that the Agency shall furnish to RECPDCL an Advance Bank Guarantee for the advance taken (to the extent of 10% of contract amount), of the value of ₹_____.

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

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

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

_____
Authorized signature
Chief Manager/ Manager
Seal of Bank

Note: ABG shall be valid till completion of sanctioned delivery period plus 3 months' claim period.

PERFORMANCE BANK GUARANTEE (PBG) FORMAT

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

OUR LETTER OF GUARANTEE NO.: _____

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

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

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

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

This letter of Guarantee will expire on _____ including 180 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

_____
Authorized signature
Chief Manager/ Manager
Seal of Bank

Note: PBG shall be valid till completion of warranty period of 18 months plus 6 months' claim period.

POWER OF ATTTORNEY

(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 Power Distribution Company Ltd. (RECPDCL), Noida 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 RECPDCL may require us to submit. The aforesaid Attorney is further authorized for making representations to REC Power Distribution Company Ltd., Noida and providing information/responses to RECPDCL representing us in all matters before RECPDCL and generally dealing with RECPDCL 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).

AGREEMENT FOR CONSORTIUM/JOINT VENTURE FIRM

(For Consortium/Joint Venture Firm)

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This consortium/Joint Venture agreement entered into this _____day of _____ 2018__ at _____ Between _____ (hereinafter referred as "_____") and having office at_____, India Party of the First Part And _____ (hereinafter referred as"_____") and having office at _____, India Party of the Second Part

Whereas RECPDCL has invited tender vide no: RECPDCL/TECH/TRP/18-19/2487 dated: 01.09.2018 for selection of agencies for Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY Scheme

And whereas a combination of entities who, have executed a binding agreement in the prescribed format, to enter into a Consortium/Joint Venture, and meeting the requirements stipulated in the tender document may submit a bid signed by the Lead Member, which shall legally bind all the Members of the Consortium/Joint Venture who will be jointly and severally liable for the performance and all obligations there under to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.

And whereas the Parties have had discussions for formation of a Consortium/Joint Venture for the said tender and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

It is hereby as mutual understanding of the parties agreed and declared as follows:

1. M/s. ..... shall act as Lead Member for and on behalf of Consortium/Joint Venture Members. The said Consortium/Joint Venture Members further declare and confirm that we shall jointly and severally be liable and shall be fully responsible to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.

2. The Lead Member is hereby authorized to:

(i) Sign and submit the bid on behalf of Consortium/Joint Venture members pursuant to the bid initiated

(ii) In the event, the Consortium/Joint Venture Firm being empanelled with RECPDCL, to enter into any awarded Contract with RECPDCL, including negotiation of the terms thereof.

(iii) To receive all payments on behalf of the Consortium/Joint Venture Firm from RECPDCL.

3. In case of any breach of the stipulations of the tender/bid Document by the Lead Member, Consortium/Joint Venture Partner along with the Lead Member do hereby agree to be fully liable and responsible to carry out all the obligations and responsibilities under the tender and any awarded Contract later on.

4. It is further agreed by the Members that the sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to RECPDCL.

5. It is clearly understood that the lead member shall ensure performance under the agreements and if Consortium/Joint Venture Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium/ Joint Venture Members.

6. This Consortium/Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts in Delhi shall have the exclusive jurisdiction in all matters arising there under.

In witness whereof, the Members to the Consortium/Joint Venture agreement have through their authorized representatives executed these presents and affixed seal of their companies, on the day, month and year first mentioned above.

(Party of the first part)	(Party of the second part)
Name*:	Name*:
Designation*:	Designation*:
Seal & Sign:	Seal & Sign:

Witness:

1.

2.

* Please provide the name and designation of each signatory.

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 RECPDCL 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.

(For Consortium/Joint Venture Firm)

We, a Consortium/ Joint Venture Firm of M/s _____ and M/s _____ hereby give undertaking that neither this Consortium/ Joint Venture Firm nor each of the member companies of this Consortium/ Joint Venture Firm are black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

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

(Authorized Signatory of Lead Member)	(Authorized Signatory of Consortium/JV Partner)
Name*:	Name*:
Designation*:	Designation*:
Seal & Sign:	Seal & Sign:

* 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, RECPDCL intends to use the reverse auctions in case to case at sole discretion of RECPDCL when financial bids are invited later on. Techno-Commercially acceptable bidders upto the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

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

1. RECPDCL 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. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware itself of auto bid process and ensure its participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, 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 RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL 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 offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
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 RECPDCL.
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
(Authorized Signatory)

INTEGRITY PACT

Between

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

hereinafter referred to as

"RECPDCL",

and

_____
[Insert the name of the Bidder)

having its Registered Office at _____
(Insert full Address)
_____

Hereinafter referred to as

"The Bidder"

Preamble

RECPDCL intends to engage, under laid-down organisational procedures, agencies for Supply of Steel Tubular Poles in Tripura for electrification work under SAUBHAGYA/DDUGJY**.**

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

Supply of Steel Tubular Poles in Tripura relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

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

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

Section I - Commitments of RECPDCL

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

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

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

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

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

Section II - Commitments of the Bidder

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

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

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

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

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

c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding.

Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder will not misrepresent facts or furnish false/forged documents/ information in order to influence the bidding process or the execution of the contract to the detriment of RECPDCL.

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, RECPDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, RECPDCL may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

(3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECPDCL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

(1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.

(2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

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

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

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

Section VI - Equal treatment to all Bidders

(1) RECPDCL will enter into agreements with identical conditions as this one with all Bidders.

(2) RECPDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

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

Section VIII - Pact Duration

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

Section IX - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of RECPDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

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

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

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

(Office Seal) (Office Seal)

Name:_____ Name:_____

Designation:_____ Designation:_____

Witness 1 :_____Witness 1 :_____

(Name & Address) _____(Name & Address) _____

_____

_____

Witness 2 :_____ Witness 2 :_____

(Name & Address) _____(Name & Address) _____

_____ _____

PERT CHART

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

PERT Chart for Supply of Steel Tubular Poles in Tripura					
S. No.	**Activity**	**TIME IN DAYS**	**START DATE**	**END DATE**	**CUMULATIVE TIME SCHEDULE (from Zero date of project)**
1	**Design**				
a	Submission of GTP, drawings, BOM				
b	Approval of GTP, drawings, BOM				
2	**Manufacturing/PDI**				
a	Manufacturing of 1st lot i.e. 40% of ordered poles				
b	PDI - 1st lot				
c	Manufacturing of 2nd lot i.e. next 40% of ordered poles				
d	PDI - 2nd lot				
e	Manufacturing of 3rd lot i.e. last 20% of ordered poles				
f	PDI - 3rd lot				
3	**Shipment of cleared lot of poles**				
a	**Start of shipment**				
i	1st lot i.e. 40% of ordered poles				
ii	2nd lot i.e. next 40% of ordered poles				
iii	3rd lot i.e. last 20% of ordered poles				
b	**Receipt of shipment at Stores**				
i	1st lot i.e. 40% of ordered poles				
ii	2nd lot i.e. next 40% of ordered poles				
iii	3rd lot i.e. last 20% of ordered poles				
4	**Handing over of Poles to Tripura**				
i	1st lot i.e. 40% of ordered poles				
ii	2nd lot i.e. next 40% of ordered poles				
iii	3rd lot i.e. last 20% of ordered poles				

FINANCIAL BID

(To be submitted through Online)

NIT No: RECPDCL/TECH/TRP/18-19/2487 dated: 01.09.2018

Name of Work: Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY

Package-1 (Ambassa)										
Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY										
Name of the Company										
S. No.	**Item Description**	**Unit**	**Quantity**	**Per Unit Rate (in Rs.)**	**Total Amount without GST (in Rs.)**	**GST Percentage**	**GST Amount (in Rs.)**	**Total Amount including GST (in Rs.)**	**Total Amount towards Freight & Insurance (including taxes) (in Rs.)**	**Total Amount (including GST, Freight & Insurance) (in Rs.)**
A	B	C	D	E	F = D x E	G	H = F x G	I = F + H	J	K = I + J
1	Supply of 8 Meter Tubular Steel Poles (Bottom section galvanized i/c base plate) with cap as per scope of work	Nos.	19685							
2	Supply of 9 Meter Tubular Steel Poles (Bottom section galvanized i/c base plate) with cap as per scope of work	Nos.	1335							
Sub-Total (in Rs.)										
Grand Total in figure (in Rs.)										

Package-2 (Jirania)										
Supply of Steel Tubular Poles in Tripura for electrification works under SAUBHAGYA/DDUGJY										
Name of the Company										
S. No.	**Item Description**	**Unit**	**Quantity**	**Per Unit Rate (in Rs.)**	**Total Amount without GST (in Rs.)**	**GST Percentage**	**GST Amount (in Rs.)**	**Total Amount including GST (in Rs.)**	**Total Amount towards Freight & Insurance (including taxes) (in Rs.)**	**Total Amount (including GST, Freight & Insurance) (in Rs.)**
A	B	C	D	E	F = D x E	G	H = F x G	I = F + H	J	K = I + J
1	Supply of 8 Meter Tubular Steel Poles (Bottom section galvanized i/c base plate) with cap as per scope of work	Nos.	8438							

2	Supply of 9 Meter Tubular Steel Poles (Bottom section galvanized i/c base plate) with cap as per scope of work	Nos.	571							
Sub-Total (in Rs.)										
Grand Total in figure (in Rs.)										

Note:

1. Price should be quoted as per format of Annexure-XV which must be inclusive of all costs involved in the supply contract i.e. complete design, engineering, manufacture, testing and supply of Steel Tubular Poles including transportation & insurance up to sub-divisional headquarters of TSECL in the State of Tripura and all applicable taxes and duties of Central & State Governments etc.
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 RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.
3. It shall be assumed that taxes other than GST, if any, are already included in the ex-works price of materials.
4. Bidder shall ensure timely payment of all taxes as per Income Tax & GST rules of Central& State Governments.
5. 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.
6. 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.
7. 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.
8. Bids with non-conformity to above will be considered as non-responsive.

GENERAL TECHNICAL PARTICULARS (GTP)

Guaranteed Technical Particulars of 8 Mtr. Steel Tubular Pole (410-SP-15)			
S. No.	**Parameters**	**Unit**	**Guaranteed Value**
1	Manufacturer Name & Address		
2	Name of Client & Address		
3	Name of the Project		
4	GTP no. & date		
5	Name of the item		
6	Whether tubes are of seamless construction or welded type		
7	Is it manually welded tube? If so state name/address of the manufacturer		
8	Is it ERW tube? If so state name/address of the manufacturer		
9	Physical Dimensions		
9a	Overall Length	mm	
9b	Length of Section	mm	
	Bottom (H3)		
	Middle (H2)		
	Top (H1)		
9c	Overall Diameter & Wall thickness	mm	
	Bottom (H3)		
	Middle (H2)		
	Top (H1)		
9d	Joint Length J1/J2	mm	
9e	Weight of Pole	Kg	
9f	Breaking Load	Kgf	
9g	Crippling Load	Kgf	

9h	Working Load		
i	Safety Factor 2.0	Kgf	
ii	Safety Factor 2.5	Kgf	
j	Tolerance		
i	O/D		
ii	Thickness		
iii	Length		
iv	Weight		
v	Straightness		
9k	Deflection Test Weight to be applied 140 Kgf (Shall not exceed 157.5 mm)		
9l	Permanent Set test Weight to be applied 245 Kgf (Shall not exceed 13mm)		
9m	Drop test (Height 2 meter)		
9n	Earthing hole		
9o	Painting		
9p	Base Plate & Cap		

Guaranteed Technical Particulars of 9 Mtr. Steel Tubular Pole (410-SP-32)			
S. No.	**Parameters**	**Unit**	**Guaranteed Value**
1	Manufacturer Name & Address		
2	Name of Client & Address		
3	Name of the Project		
4	GTP no. & date		
5	Name of the item		
6	Whether tubes are of seamless construction or welded type		
7	Is it manually welded tube? If so state name/address of the manufacturer		
8	Is it ERW tube? If so state name/address of the manufacturer		
9	Physical Dimensions		
9a	Overall Length	mm	
9b	Length of Section	mm	
	Bottom (H3)		
	Middle (H2)		
	Top (H1)		
9c	Overall Diameter & Wall thickness	mm	
	Bottom (H3)		
	Middle (H2)		
	Top (H1)		
9d	Joint Length J1/J2	mm	
9e	Weight of Pole	Kg	
9f	Breaking Load	Kgf	
9g	Crippling Load	Kgf	
9h	Working Load		
i	Safety Factor 2.0	Kgf	

ii	Safety Factor 2.5	Kgf	
j	Tolerance		
i	O/D		
ii	Thickness		
iii	Length		
iv	Weight		
v	Straightness		
9k	Deflection Test Weight to be applied 146 Kgf (Shall not exceed 157.5 mm)		
9l	Permanent Set test Weight to be applied 269 Kgf (Shall not exceed 13mm)		
9m	Drop test (Height 2 meter)		
9n	Earthing hole		
9o	Painting		
9p	Base Plate & Cap		

----------End of document----------