



रूरल इलेक्ट्रीफिकेशन कारपोरेशन लिमिटेड
Rural Electrification Corporation Limited
(भारत सरकार का उद्यम / A Government of India Enterprise)

TENDER NO: REC/PCM/CIRE/EVALUATION STUDY/2017-18/05

(ONLY THROUGH E-TENDERING MODE)

REQUEST FOR PROPOSAL (RFP)

for

Evaluation Study on “Suitability and Effectiveness of C & D employees Training Programs” Under DeenDayal Upadhyaya Gram Jyoti Yojana (DDUGJY) XII Plan, Conducted by Central Institute of Rural Electrification (CIRE), REC, Hyderabad, India.

Date of Release of Tender	16.11.2017
Last Date and Time for Submission of Bid	6.12.2017, Up to 1500 Hours (IST)
Date and Time for Opening of Technical Bids	06.12.2017, 1600 Hours (IST)
Earnest Money Deposit (EMD)	Rs. 25,000/- (Rupees Twenty Five Thousand Only)

Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi- 110003
Tele. 011-24365161, Fax. 011-24360644, Gram: RECTRIC
Website: www.recindia.nic.in

IMPORTANT NOTICE

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. The price should not be quoted in the same. In case of a non-compliance the response is liable to be ignored/ summarily rejected.
3. **The submission and opening of bids will be through e-tendering process. Financial bid has to be submitted on-line only (no hard copy). Tender document can be downloaded from the website www.tenderwizard.com/RECL or from e-tender link given in RECL Website, viz, <http://www.recindia.gov.in> or From Govt e-procurement portal (CPP) viz, www.eprocure.gov.in.**

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECL through e-Procurement website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tenderwizard. The steps to be followed for the registration process are given below:
 - i. Go to website <http://www.tenderwizard.com/RECL>
 - ii. Click the link ' Register Me'
 - iii. Enter the detail about the bidder as per format.
 - iv. Click 'Create Profile'
 - v. Bidder will get confirmation with Login-id and Password
- b) **Steps for application for Digital Signature from TenderWizard are given below:**
 - i. Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
 - ii. In case of assistance please contact the person under contact us
- c) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document**
- d) **NOTE:** The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/RECL well in advance. Please note that RECL does not own any responsibility in case any bidder(s) fail(s) to apply due to non-possession/ non-registration/ compatibility issue of Digital Signature with the application.

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SECTION - I

TENDER INFORMATION

No	Description	Details
1.	Tender Reference No.	REC/PCM/CIRE/EVALUATION_STUDY/2017-18/05
2.	Work Item Title/ Description	Evaluation Study on “Suitability and Effectiveness of C & D employees Training Programs” Under DeenDayal Upadhyaya Gram Jyoti Yojana (DDUGJY) XII Plan, Conducted by Central Institute of Rural Electrification (CIRE), REC, Hyderabad, India.
3	Tender Type	Open
4	Tender Mode	e-Procurement
5	Tender Release Date	16.11.2017
7	Last Bid Submission date	06.12.2017 till 1500 hrs
8	Date of Opening of Bids	06.12.2017 at 1600 hrs
9	Location of Bid submission /EMD Submission/Opening	Rural Electrification Corporation Limited, Core - IV, Scope Complex, Lodi Road, New Delhi- 110003, India
10	Price bid opening	To be notified vide e-Mail/ Telephonically to pre-qualified bidders and/or technically qualified bidders after completion of pre-qualification and/or technical evaluation. Financial bid should be submitted ONLINE only.
11	Location of Bid submission / Opening	Rural Electrification Corporation Limited, Core - IV, Scope Complex, Lodi Road, New Delhi- 110003, India
12	Tender Category	Services
13	EMD Fee	Rs.25,000/- (Rupees Twenty Five Thousand Only) in form of Demand Draft/Banker’s cheque/ Bank Guarantee drawn on a Indian Nationalized/ Scheduled Bank in favor of ‘Rural Electrification Corporation Limited’ payable at New Delhi
14	EMD Exemption Allowed	Micro, Small and Medium Enterprises (MSME); National Small Industries Corporation Limited (NSIC) and/or as applicable as per prevailing Government of India rules/ guidelines/ norms.
15	Bid Validity days	120 days from Bid Opening Date
16	Duration of Assignment	70 days (for Submission of Final Report)
17	Address of Correspondence/ for Bid Submission:	REC, CO Shri. Pankaj Gupta Additional General Manager (PCM)

		Rural Electrification Corporation Limited Core-4, SCOPE Complex 7, Lodhi Road, New Delhi-110003 Tel: 011-43091574/ 43091556 Fax: 011-24360644 e-mail: recpcm@recl.in
18	Support Team Contact Details:	E – Tenderwizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Sandeep- 8800496478, twhelpdesk592@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com

SECTION - II

INTRODUCTION

2.0 About Company

- Rural Electrification Corporation Limited (REC), a NAVRATNA Central Public Sector Enterprise under Ministry of Power, was incorporated on July 25, 1969 under the Companies Act 1956. RECL a listed Public Sector Enterprise, Government of India with a net worth of Rs.33,325.59 crores as on 31.03.17. Its main objective is to finance and promote rural electrification projects all over the country. It provides financial assistance to State Electricity Boards, State Government Departments and Rural Electric Cooperatives for rural electrification projects as are sponsored by them.
- RECL provides loan assistance to SEBs/State Power Utilities for investments in rural electrification schemes through its Corporate Office located at New Delhi and 22 field units which are located in most of the States. The full details can be seen at www.recindia.nic.in
- The Zonal Officers, Project Offices and Sub-Offices in the States coordinate the programs of REC's financing with the concerned SEBs/State Power Utilities and facilitate in formulation of schemes, loan sanction and disbursement and implementation of schemes by the concerned SEBs/State Power Utilities and the Training Centre imparts training to National/International Power Executives including Executives/Staff of REC.

2.1 About DDUGJY

- Ministry of Power, Govt. of India has launched Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) in April-05 by merging all ongoing schemes.
- Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY)& all other RECL component, now got subsumed into Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).
- Under the program 60% grant is provided by Govt. of India, 30% is provided as loan by Banks/Financial Institutions including RECL and 10% by State Government or Utility.
- For effective implementation, Ministry has adopted turnkey mode of implementation, three-tier quality monitoring mechanism and mile stone based project monitoring.
- RECL is the nodal agency for the program.

2.2 The DDUGJY AIMS:

- Separation of agriculture and non-agriculture feeders facilitating judicious rostering of supply to agricultural & non- agricultural consumers in the rural areas;
- Strengthening and augmentation of sub-transmission & distribution (ST&D) infrastructure in rural areas, including metering at distribution transformers, feeders and consumers end;
- The targets laid down under RGGVY for 12th and 13th Plans are subsumed into DDUGJY.

2.3 National Training Program For C & D Employees under DDUGJY

- The NTP is a mega capacity building and HRD initiative under Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) project which aims at providing need based skill development training to as many as 1,25,000 C&D category employees of Distribution Power Utilities across the country till the end of 12th Plan i.e. March 2017. The existing programme of Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) and all other RE components is subsumed into Deen Dayal Upadhyaya Gram Jyothi Yojana (DDUGJY). Having appointed as Nodal Agency for its implementation, Rural Electrification Corporation (REC)/Central Institute for Rural Electrification (CIRE) has been steering its implementation.
- C&D training program aims at equipping employees such as Linesmen, Meter Readers, Billing and Revenue Collection staff etc. who operate at cutting edge level with much needed skills and competencies which is expected to help them deliver their responsibilities in superior manner leading to reduction in repair and maintenance cycle time, reduced pilferage of electricity, improved safety of staff and achieving a degree of consumer satisfaction.
- Ministry of Power, GoI has approved a road map for training of the C & D employees of power utilities. The program provides for the development of course ware, training of the faculty, partial financial support to the power companies / empanelled training institutes for skill development of C & D employees.
- Large number of non-executives in secretarial wing, accounts wing, technical wing in non-executives and Class-IV In Power Distribution Companies are categorized as C&D employees. The UDC, LDC, Stock Verifier, Store Clerks, Typist etc. are the ministerial staff. Helper, Linemen, Line Inspectors, Electrician, Sub-station Operators, Consumer Complaint Attendants, Meter Readers fall under the technical staff whereas Peon, Chowkidar, Jamadar etc. belong to Class-IV employees.
- The program envisages imparting training to around 1,25,000 Group C&D employees till the end of the 12th plan i.e 31st March, 2017 in association with various power distribution companies either in States/Union Territories.
- During 2012-13 to 2016-17, 1,28,002 C&D employees were trained in 5,549 batches across the utilities. Thus, making available a strong pool of trained manpower. These programs were delivered either by Training Institutes of Power Utilities by themselves or by Independent Training Institutions empanelled by CIRE for the purpose.

2.4 Central Institute For Rural Electrification (CIRE):

- Central Institute for Rural Electrification (CIRE) of Rural Electrification Corporation Limited (REC), Hyderabad is a nodal agency for implementation and coordination of National Training programs for C & D employees. The programs are organized under partial finance support of Ministry of Power (MoP), Govt. of India. The programs are launched since August'2012 and targeted to achieve skill upgrades of 1,25,000 C & D employees by March' 2017. CIRE, RECLhas entered into MoAs with power distribution companies, utility

training institutions and also with independent third party training institutes in collaboration with local utilities for delivery of the training programs. The utility wise no. of programs conducted and no. of C & D employees trained is enclosed at **Annexure - i**. The trainings are organized on following seven modules:-

1. Linemen Training
2. Metering, Billing and Collection (2 Days)
3. Metering, Billing and Collection (3 Days)
4. Financial Management, Stores Accounting & Office Administration
5. Upgradation of Computer Operation Skills
6. Safety, Accident Prevention & Disaster Management
7. Operation & Maintenance of Distribution Transformers, Prevention of Failures & Repairs etc.

SECTION- III

TERMS OF REFERENCE (TOR)/SCOPE OF WORK (SoW)

3.0 Objectives:

- The target set by Ministry of Power, Government of India to train C & D employees has been consistently achieved since its launch from 2012 to date by CIRE, REC.
- RECL intent to undertake an evaluation study on "Suitability and Effectiveness of C & D employees training program" across the country as mandated by Ministry of Power, Govt. of India with the following objectives:-
 1. Analyze the suitability of trainings conducted in capacity building of C & D employees Utility-wise, RECL Zone-wise and All India basis.
 2. Assess the impact of C & D employees training programs conducted by various utilities/training institutions on the participants knowledge, attitude and performance.
 3. Evaluate the training processes involved in organising C & D employees training programs and find out the effectiveness of these processes (reference materials, audio visual aids, presentations, case studies, toolkit, etc).
 4. Evaluation should be designed to assist utilities to address and effectively serve the needs of the full range of targeted participants
 5. Information collected should be broadly selected to address pertinent questions about the training program and be responsive to the needs and interests of utilities and other specified stakeholders.
 6. The evaluation shall bring out the factors that has a positive effect of this training and on accomplishing the learning objectives.
 7. Evaluate the overall effectiveness of programs on the basis of feedback of utility.
 8. Evaluate the overall impact on Utility, in terms of reduction of accidents, improvement in collection, etc.
 9. Evaluate to bring out the aspects to impart better training.
 10. Evaluate into the aspects of reduction of budget /expenditure on training.
 11. Evaluate the curriculum for the modification.

3.1 Deliverables of the Study:

1. Study and present overall suitability of the trainings, increase in their productivity or performance, continuation of training programs and how to impart better training.
2. Challenges involved in training of C & D employees.
3. How to lower down the budget/expenditure on training.

4. Suggest overall modifications required in training including its course design, curriculum, delivery methods, pedagogy, toolkit, etc.
5. Assessment of impact of C & D employee training programs utility-wise, RECL Zone-wise and on All India basis.
6. Suggest new training modules its coverage, duration, etc. to different categories/cadres

Deliverables by the Agency:

Submission of inception report	- 15 days from award
Submit draft report	- 50 days from award
Submit draft final report	- 65 days from award
Submit 15 copies of final report (Hard copy) along with soft copy	- within 5 days of acceptance of draft final report

3.2 Methodology and Sample Size:

- The study is to be taken up in all the regions of the country covering the utilities wherever they have trained C & D employees. The sample size to be selected randomly in each utility is given in the **Annexure – ii**. The sample should be uniformly spread across length and breadth of a Distribution company. The total sample size is arrived at from participants of 1,28,002 employees across the country.
- The selected agency(s) should interact with the trained C & D employees and also to interact with the nodal officers, immediate superiors of participants, concerned HR department executives / heads of concerned utility and heads of the training institutes conducting C & D employees programs. Based on the objective of the study, the study team will undertake desk view, field visits to have discussions with the trained participants and also Executives working in institutes or utilities.
- The study is to be analysed on the basis of RECLZonal areas, thus, each state comes under one Zonal area (as given in Annexure – i).
- The Consultants should explain their understanding of the objectives and approach to the assignment, methodology for carrying out the study for obtaining the expected output, and the degree of detail of such output.
- The consultant should propose the main activities of the assignment in chronological order , their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

3.3 Interview Questionnaire:

- With the Objectives given in the foregoing, the questionnaire in general to be followed for collection of sample information from participants, their supervisors, the Nodal

officer/head of training institute, the head of the HR Department/utility is given at **Annexure – iii (A,B,C and D)**

3.4 General Structure of the Report:

1. Executive summary
2. Introduction
3. MoP
4. REC
5. CIRE
6. DDUJGY scheme
7. About C & D employees of Power Distribution Utilities
8. Methodology of study and survey
9. Capacity building initiatives of C & D employees development
10. About nominations to training programs
11. Training methods and number of training programs
12. Training delivery mechanisms
13. How to lower down the budget /expenditure on training
14. Training infrastructure
15. Training reference materials review/revision
16. Review of the Curriculum
17. Effectiveness of the programs conducted
18. Suitability of the Modules to C & D employees
19. Benefits of Toolkit distributed
20. Issues and challenges involved in C & D employees development
21. How to impart better training
22. Recommendations and conclusion
23. Annexures

3.5 Study Coordination:-

- CIRE, RECL will coordinate the study activity. The information, any, if available and required to carryout study will be provided by CIRE, REC. The Consultant shall provide status report to CIRE, RECL covering all the details of the activities carried out for every fortnight during consultancy period. A committee constituted will review the progress of the work and various reports received for acceptance.

SECTION - IV

INSTRUCTION TO BIDDERS

Clause No.	Heading	Description/ Details	
4.0	Scope of work / Responsibilities of the bidder	Detailed Scope of work/TOR covered in section III	
4.1	Technical Bid	The Technical bid shall consist of Pre Eligibility Criteria documents and Technical Qualification Documents and shall comprise of Formats as specified in Annexures A, B, F,G,H,I,J. Financial Bid of only those Bidders who satisfy the eligibility criteria of Technical Bid will be opened. Technical Bid Documents shall be submitted online and also in hard copy.	
4.2	Pre-Eligibility Criteria	Criteria	Documents Required
	1.	The Bidder should be a consulting firm of repute and have been in operation in India for a period of at least 5 years prior to the date of issue tender.	Certificate of incorporation/ Registration certificate/ PAN Card/ Service tax Registration Certificate should be provided by the bidder.
	2.	Bidder should have :-	
	a.	Average annual turnover of the bidder during the last four years ending 31 st March of the previous year should not be less than Rs. 10.5 lakhs (Rupee ten lacs and fifty thousand only) (documentary proof for turnover to be enclosed)	a. Audited balance sheet of 4 years viz. FY 2016-17, 2015-16, 2014-15, 2013-14 and certificate on the letterhead of the Statutory auditor/Chartered accountant of the bidder in original to be submitted (Annexure- F) .
	b.	Executed at least one similar assignment of the award value of Rs.12 lakh or two similar assignments each of Rs.7.5 lakh value during the last four(4) financial years.	b. Bidder should submit copy of Work order(s) (mandatory) & any documents out of the following as a part of successful completion of the assignment : 1) Proof of release of performance security after completion of the contract and/or ;

Clause No.	Heading	Description/ Details	
		<p>c. Bidder shall should be registered with the Income Tax and should have GST registration No.</p> <p>d. Bidder should have minimum of five (5) full time consultants working in the firm.</p> <p>e. For the purpose of this assignment, bidder shall deploy at least 2 post graduates/MBAs with experience of making such studies. One team member should be an electrical engineer with experience in power sector and research studies.</p> <p>f. Bid should be accompanied by earnest money deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of a demand draft/ Bankers Cheque drawn in favor of "Rural Electrification Corporation Limited" on a scheduled commercial bank payable at New Delhi.</p>	<p>2) Proof of settlement/release of final payment against the contract and/or;</p> <p>3) Certificate for successful completion of work/ Performance report by the client and/ or</p> <p>4) Bank Statements/ any other documentation etc. to establish their claim in this regard, (And Details as per Annexure-G.)</p> <p>c. Submit valid documentary proof of GST and the details of Income Tax Registration number (PAN).</p> <p>d. As detailed at Annexure-H</p> <p>e. Self-Certified CVs as per Annexure-J may be enclosed, listing the type of projects/ assignments handled in Annexure-I</p> <p>f. Rs.25,000/- (Rupees Twenty Five Thousand Only) in form of Demand Draft/Banker's cheque drawn on a Scheduled commercial Bank in favor of 'Rural Electrification Corporation Limited' payable at New Delhi.</p> <p>OR</p> <p>Applicable certificates / documents for EMD exemption as per Govt. of India Guidelines.</p>
<p>The bidder must fulfil the above pre-eligibility criteria. Technical Qualification bid of bidders fulfilling the pre-eligibility will only be further evaluated.</p>			

Clause No.	Heading	Description/ Details
		<p>Bid(s) without requisite EMD/ supporting documents etc. shall be summarily rejected. Undertaking for subsequent submission of any of the EMD/ supporting documents etc. and/or other documents may not be entertained under any circumstances.</p> <p>Those not fulfilling the pre-eligibility conditions given above shall understand that Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. However RECL reserves the rights to call for clarifications from those bidders who have submitted requisite EMD/ Supporting documents in this regard for other pre-qualification/ eligibility conditions.</p> <p>REC reserves the right to verify/confirm all documentary evidence submitted by bidders in support of above mentioned clauses of eligibility criteria.</p>
4.3	Financial Bid – Price Schedule	<ol style="list-style-type: none"> 1. The Financial bid – Price Schedule as per Annexure C has to be submitted ONLINE ONLY. 2. Bidders shall state their bid price for the payment schedule outlined in Clause 29 of section VI and as per the price schedule format given in Annexure C only. 3. The quoted fee / price should be inclusive of all out-of-pocket expenses and any other incidental expenses. 4. The quoted fee should be inclusive of all applicable taxes except GST. 5. Prices quoted by the bidder shall be fixed during the period of the services and not subject to variation on any account. A bid submitted with a conditional price, quotation will be treated as non-responsive and will be rejected. 6. REC may solicit the bidder’s consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing e.g. by fax /e-mail. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request in writing to REC without forfeiture of its bid security (EMD), In such a case the bid shall be considered as withdrawn and REC shall return/refund the bid security (EMD) at the earliest to such bidder(s). On expiry of the bid validity period the bid shall be deemed valid till such time the bidder does not withdraw its bid formally by a written communication to REC. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication by REC. 7. All prices, related to the bid, shall be expressed in Indian Rupees only. 8. The bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall except as otherwise provided for in the Contract, cover all its obligations under the Contract. 9. Financial Bid document is not to be uploaded with any other bid documents. It has to be uploaded separately.
4.4	Cost of Bidding	<p>The bidder shall bear all costs associated with the preparation and submission of its bid, including post bid discussions, technical or other presentations and REC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.</p>

Clause No.	Heading	Description/ Details
4.5	Preparation & Submission of Bids	<p>1. Technical Bid and Financial Bid are to be submitted through online mode on website www.tenderwizard.com/REC. Hard copy of Technical Bid (Pre Eligibility Criteria & Technical Qualification bid) along with supporting documents duly certified and Demand Draft for EMD shall be submitted in separate envelopes duly sealed. The contents inside the envelope, TENDER number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the TENDER number, bidder's name & address on the top of the sealed envelope and should reach REC Corporate Office: Core 4, Scope Complex, Lodi Road, New Delhi – 110 003 on or before the last date and time fixed for bid submission. The respective envelopes should also have "DO NOT OPEN BEFORE..." Super scribed in the front with the date of opening.</p> <p>2. The bid should be valid for a period of 120 days from the last date of submission of bids and should be submitted online & digitally signed, on or before the last date/time of submission.</p> <p>3. Details of EMD to be submitted online along with the scanned copy of DD duly attached. The original DD against EMD to be submitted in sealed cover.</p> <p>4. Financial Bid - Price Schedule as specified in Annexure C is to be submitted ONLINE ONLY</p> <p>Note:</p> <p>a) The hard copy of the bid as prescribed herein is required to be submitted on or before the last date and time for submission of bid, failing which the bid is liable to be summarily rejected.</p> <p>b) The bidder should note that the hard copy should not have any pricing details. In case of a default/ failure, the financial bid will not be opened at the time of opening of bids and shall be summarily rejected.</p>
4.6	Earnest Money Deposit (EMD)	<p>1. Bid should be accompanied by an Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of a demand draft / Bankers Cheque drawn in favor of "Rural Electrification Corporation Ltd" on a scheduled commercial bank payable at New Delhi along with Bid Form as specified in Annexure B.</p> <p>2. Any bid without valid EMD will be rejected and will not be opened and/or technically evaluated.</p> <p>3. EMD of unsuccessful bidders shall be released on finalization of tender and placement of order.</p> <p>4. The EMD shall be forfeited:</p> <p>(a) If a bidder withdraws its bid during the bid validity period</p> <p>(b) If the successful bidder fails to sign the agreement</p> <p>5. No interest shall be payable on EMD amount, in any case, by REC.</p>
4.7	The Bidding Document	<p>1. This bidding document includes the following:</p> <p>a) Notice inviting Tender / Cover page</p> <p>b) Tender Information – Section – I</p> <p>c) Introduction – Section – II</p>

Clause No.	Heading	Description/ Details
		<p>d) Terms of Reference – Section – III e) Instruction to Bidders – Section-IV f) Evaluation Criteria – Section V g) General Terms and Conditions of Contract –Section – VI h) Annexures</p> <p>2. The bidder is expected to examine all instructions, forms, terms and conditions in the bidding document. Failure to furnish all information required and/or False/Incorrect information and/or submission of bid not substantially responsive to the bidding document in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> <p>3. Prior to the detailed evaluation, RECL will determine whether each bid is complete, and is substantially responsive to the Bidding Document. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is: a) One that limits in any substantial way the scope, quality, or performance of the desired services and/or b) One that limits, in any substantial way the REC rights or the successful Bidder’s obligations under the Contract; and/or c) One that is that is inconsistent with the Bidding Document; and/or d) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</p> <p>4. If a bid is not substantially responsive, it will be rejected by the REC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. REC’s determination of bid responsiveness will be based only on the contents of the bid submitted.</p> <p>5. Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.</p>
4.8	Period of Services	The schedule of completion of works by the bidder is within 3 months of award, but bidder shall continue to provide its services till submission of Final Report to the satisfaction of REC.
4.9	Submission of Bids	<p>1. Bids must be received by REC on-line through REC E-Procurement Portal along with the supporting documents not later than the time and date specified on the cover page of bid document.</p> <p>2. REC does not own any liability if the hard copy of the bid is submitted somewhere else and does not reach to the addressee within due date and time.</p> <p>For any clarification on bid document please contact:</p> <p>Shri. Pankaj Gupta Additional General Manager (PCM) Rural Electrification Corporation Limited Core-4, SCOPE Complex 7, Lodhi Road, New Delhi-110003</p>

Clause No.	Heading	Description/ Details
		<ol style="list-style-type: none"> 3. REC may, at its discretion can extend this deadline for submission of bids. 4. Any bid received by REC after the timeline for submission of bids prescribed by the REC will be rejected. The decision of REC in this regard shall be final and binding.
4.10	Bid Opening	<ol style="list-style-type: none"> 1. REC will open the bids in the presence of bidders' representatives who choose to attend on date and time mentioned on the cover page at REC Corporate Office. Not more than one representative of each bidder will be allowed to attend the bid opening. 2. REC will open the EMD envelope first. In case the EMD is not found in order, the bid shall be summarily rejected. 3. Technical Bid of only those bidders will be opened whose EMD is found in order. 4. The date and time for opening of financial bid will be informed later, only to the bidders who qualify the Technical bid.
4.11	Criterion for evaluation of Technical Bids	<ol style="list-style-type: none"> 1. Technical bid of only those bidders will be evaluated whose EMD and Pre Eligibility Criteria Documents are found in order. 2. Detailed technical evaluation will be carried out based on the Technical Bid along with all documentary evidence as specified in Section-IV of this document. REC will determine the substantial responsiveness of each bid to the Bidding Documents.
4.12	Clarification of Bids	<ol style="list-style-type: none"> 1. During evaluation of the bids, REC may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification within 2 (two) working days. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted. 2. No Bidder shall contact REC on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. 3. Any effort by a Bidder to influence REC, in its decisions on bid evaluation, bid comparison or contract award decisions, may result in rejection of the bid and REC will declare the firm ineligible, for a stated period of time, from participation in future RFPs/tenders of REC. 4. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.
4.13	Opening of Financial Bids	<ol style="list-style-type: none"> 1. REC will open the financial bids of only those bidders, which have been found to be technically qualified to undertake the job as stipulated in Section-IV. 2. The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date, time and Venue. 3. The date and time of opening of financial bids shall be informed to the technically qualified bidders.

Clause No.	Heading	Description/ Details
		4. The bidder's name, price of Bids and such other details, as REC at its discretion, may consider appropriate, will be read out at the time of opening of financial bids.
4.14	Evaluation and Comparison of Bids	The Evaluation criteria is detailed in Section-V.
4.15	Liquidated damages	If the services are not completed within the specified period, Liquidity Damage (LD) equal to 0.5% of the contract value per week or part thereof subject to maximum of 5% of the contract value may be levied. LD can be recovered from any dues of the bidder.

SECTION-V

EVALUATION CRITERIA

5.1 - Technical Bid

S.No	Criteria	Requirements	Proof to be attached								
(A)	(B)	(C)	(D)								
1.0	Institution Profile	Max. Marks - 20									
1.1	Average turnover from consultancy services in India during last four years	<table border="1"> <tr> <td>> Rs 75 lakhs</td> <td>10</td> </tr> <tr> <td>> Rs 50 lakhs but <= Rs 75 Lakhs</td> <td>8</td> </tr> <tr> <td>> Rs 10.5 lakhs but <= Rs 50 Lakhs</td> <td>5</td> </tr> </table>	> Rs 75 lakhs	10	> Rs 50 lakhs but <= Rs 75 Lakhs	8	> Rs 10.5 lakhs but <= Rs 50 Lakhs	5	Audited balance sheet of 4 years viz. FY 2016-17, 2015-16, 2014-15, 2013-14 and certificate on the letterhead of the statutory auditor of the bidder in original		
> Rs 75 lakhs	10										
> Rs 50 lakhs but <= Rs 75 Lakhs	8										
> Rs 10.5 lakhs but <= Rs 50 Lakhs	5										
1.2	No. of staff	<table border="1"> <tr> <td>> 50 Staff</td> <td>10</td> </tr> <tr> <td>> 30 but <= 50 Staff</td> <td>8</td> </tr> <tr> <td>> 20 but <= 30 Staff</td> <td>6</td> </tr> <tr> <td>>= 7 but <=20 Staff</td> <td>4</td> </tr> </table>	> 50 Staff	10	> 30 but <= 50 Staff	8	> 20 but <= 30 Staff	6	>= 7 but <=20 Staff	4	Self-Certificate from Authorized Signatory
> 50 Staff	10										
> 30 but <= 50 Staff	8										
> 20 but <= 30 Staff	6										
>= 7 but <=20 Staff	4										
2.0	Relevant Past Experience	Max Marks - 35									
2.1	Executed similar assignments during last 4(four) financial years.	<table border="1"> <tr> <td>3 or more assignments</td> <td>20</td> </tr> <tr> <td>2 assignments</td> <td>15</td> </tr> <tr> <td>1 assignment</td> <td>8</td> </tr> </table>	3 or more assignments	20	2 assignments	15	1 assignment	8	Copy of Work Order along with Proof of settlement/release of final payment against the contract or Certificate for successful completion of work issued by the Organisation for which services were rendered and certified by the authorized person signing the bid.		
3 or more assignments	20										
2 assignments	15										
1 assignment	8										
2.2	Executed similar assignments during the during last 4 financial years	<table border="1"> <tr> <td>> 1 Public Sector Organisation/Govt. Organisation/Autonomous Bodies/ State or Central Undertaking.</td> <td>15</td> </tr> <tr> <td>1 Public Sector Organisation/Govt. Organisation/Autonomous Bodies/ State or Central Undertaking</td> <td>10</td> </tr> </table>	> 1 Public Sector Organisation/Govt. Organisation/Autonomous Bodies/ State or Central Undertaking.	15	1 Public Sector Organisation/Govt. Organisation/Autonomous Bodies/ State or Central Undertaking	10					
> 1 Public Sector Organisation/Govt. Organisation/Autonomous Bodies/ State or Central Undertaking.	15										
1 Public Sector Organisation/Govt. Organisation/Autonomous Bodies/ State or Central Undertaking	10										
3.0	Resource Profile	Max Marks - 20									
	Resume of all key professionals proposed for the assignment with their experiences on similar projects. Bidder may provide additional CVs or resources it deems relevant to the assignment and the	<p>Team Leader :</p> <ul style="list-style-type: none"> • experience > 15 years • experience more than 12 years and less than 15 years • experience more than 10 years and less than 12 years 	Self-Certified CVs								
		<table border="1"> <tr> <td></td> <td>10</td> </tr> <tr> <td></td> <td>7</td> </tr> <tr> <td></td> <td>5</td> </tr> </table>		10		7		5			
	10										
	7										
	5										

	decision of the Evaluation Committee in the treatment of such CVs for evaluation shall be final and binding	Other Team members: with 4 having >5 years' experience in similar scope of work with 3 having >5 years' experience in similar scope of work with 2 having >5 years' experience in similar scope of work	10 7 5	
4.0	Presentation	Max Marks - 25		
	Proposed methodology for execution of proposal and bidder's capability (Facts may be independently verified)	Concept	5	Self-Certified Presentation Copy to be submitted.
		Understanding of ToR	10	
		Work plan and methodology	10	
Sub Total (1 to 4) Tn		Max Marks - 100		

Note:

- a) Bidder has to provide copies of supporting documents against each criterion mentioned above, without which the bid may be rejected. Bidders may be called for giving presentation to REC at CO/CIRE, Hyderabad.
- b) **Technical Qualification:** Min Qualification marks for the Technical Bid (Tn) would be 60 (cut off marks) out of total 100 marks (including presentation marks). The bidder receiving 60 or more than 60 marks shall be treated as technically qualified and be eligible for opening of financial bids.

5.2. Financial Bid:

“Financial Bid” would be opened only of the technically qualified bidders.

The bidder with lowest financial bid (L1) will be awarded the works.

The comparison shall be of all-inclusive fee of services (such fee shall include all costs paid or payable)

In the event the lowest financial bid (L1) are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the works.

Section-VI

TERMS AND CONDITIONS

Clause	Heading	Description/ Details
1.	Verification of bid documents	RECL reserves the right to verify/confirm all original documentary evidence, references submitted by the bidder in support of above mentioned clauses of pre-qualification/ eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECL shall result in summarily rejection of the bids and/or termination of the contract.
2.	Award Criteria	The lowest quote evaluation shall be done considering the total quoted price excluding GST. The same however will be determined as per MSME, SC/ST, Start-Ups, Make in India rules, guidelines, process, procedures etc and shall be binding on lowest quote bidder. The bidder is deemed to have accepted the same while bidding and quoting the price and hereto indemnify RECL against any Arbitration/ Legal cases on this account.
3.	Notification of award	a. Shall be intimated to bidder by Email/Post. b. The notification of Award along with Tender Document (with Corrigendum issued by RECL, if any) will constitute the formation of the Contract till signing of the formal contract agreement. c. RECL reserves the right to order any repeat/ sub-set/ super-set of the tendered items.
4.	Signing of Agreement	a. RECL will place LOI/ Purchase Order / work Order to the successful Bidder. b. The draft Contract Agreement as per Annexure-D incorporating all agreement terms & conditions between the parties, will be send only after acceptance of (a) above. c. The successful bidder shall sign the contract agreement within the stipulated period mentioned in this document and submit the same to RECL.
5.	Performance Security/Bank Guarantee	The selected Bidder shall furnish Performance Bank Guarantee to RECL as per the following in Annexure-E : a. 10% of the Total Contract Value with validity of Contract period +3 months claim period b. EMD of the selected bidder will be retained till PBG is submitted. No payment will be released without submission of PBG. Till the time of submission of the PBG, the EMD will work as the PBG and will be refunded only after submission of the PBG. Non submission of PBG may lead to termination of contract and getting the work done at bidder's risk and cost including forfeiture of EMD. c. RECL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract. d. The PBG shall be in the form of a Bank Guarantee from a

Clause	Heading	Description/ Details
		Scheduled Commercial Bank having its branch at NCR Delhi or in the form of a Bank Draft in favor of RECL Ltd. drawn on a scheduled commercial bank, payable at NCR Delhi.
6.	Functional Guarantees	The bidder guarantees that, the Study represents a complete solution to the RECL's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract. If the execution/ process/ system fails in Acceptance, due to reasons entirely attributable to the bidder, the RECL may consider termination of the Contract, and forfeiture of EMD/invoking of PBG in Compensation for the extra costs and delays likely to result from this failure
7.	Labours & Industry Laws	<p>a. The Bidder shall have their own Provident Fund Account Numbers. If asked for, the Bidder will submit the proof of depositing the employees as well as employer's PF contribution periodically with the Regional Provident Fund Commissioner (RPFC). If the contractor fails to recover PF the RECL shall be entitled to deduct the same from the bills of the contractor in terms of the Employees Provident Fund (and Miscellaneous Provisions) Act 1952.</p> <p>b. It shall be the sole liability of the Bidder (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour license(s) obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.</p> <p>c. The Bidder shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act,1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Services) Act,1979, the Minimum wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time.</p> <p>d. The Bidder shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to RECL and shall deposit these amounts on or before the prescribed dates. The Bidder shall also be responsible to pay and administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the works of RECL.</p> <p>e. The Bidder shall be solely responsible for timely payment of wages and other dues to the personnel deployed by him. The Bidder shall be directly responsible and indemnify RECL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.</p>

Clause	Heading	Description/ Details
		f. In case ESI is not applicable, bidder before commencement of work, shall submit Insurance Policy under Workmen's Compensation Act,1923 covering all his employees to be deployed for execution of the contract.
8.	Employees State Insurance Act	<p>a. The Bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Bidder further agrees to defend, indemnify and hold RECL harmless for any liability or LD which may be imposed by the Central, State or Local authority by reason of any asserted violation by Bidder or Sub-Bidder of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the RECL arising under, growing out of or by reasons of the work provided for by this Bidder, by third parties or by Central or State Government authority or any political sub-division thereof.</p> <p>b. The Bidder agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Bidder's or Sub-Bidder 's employees, who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Bidder shall deduct and secure the agreement of the SUB- Bidder to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Bidder shall remit and secure the agreement of SUB- Bidder to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act. The Bidder agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Bidder shall secure the agreement of the SUB-Bidder to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Bidder's or Sub- Bidder's account.</p> <p>c. RECL may retain such sum as may be necessary from the total value of contract until the Bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Bidder when the ESI Act is extended to the place of work.</p>
9.	Workmen Compensation and Employer's Liability	Insurance shall be affected for all the Bidder's employees engaged in the performance of this Contract. If any of the work is sublet, the Bidder shall require the Sub- Bidder to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Bidder's Insurance
10.	Accident or Injury to workmen	The RECL shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Bidder or any Sub-Bidder save and except an accident or injury resulting from any act or default of the RECL, his

Clause	Heading	Description/ Details
		agents or servants and the Bidder shall indemnify and keep indemnified the RECL against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto
11.	Comprehensive General Liability Insurance	This insurance shall protect the Bidder against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Bidder, his agents, his employees, his representatives and SubBidder's or from riots, strikes and civil commotion
12.	Insurance & Any Other Insurance Required Under Law Or Regulations Or By Employer	<p>Bidder shall at his own expense arrange secure and maintain insurance for the entire asset supplied herein with reputable insurance companies up to the satisfaction of the RECL and shall provide the copy of the Insurance Policy to RECL from time to time. Insurance to be done till commissioning and acceptance of the equipment by RECL.</p> <p>Bidder shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to RECL. He shall also carry and maintain any other insurance which may be required by the RECL</p>
13.	Safety Regulations	In respect of all labour, directly employed in the WORK for the performance of Bidder's part of this agreement, the Bidder shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable. The Bidder shall observe and abide by all fire and safety regulations of the RECL. Before starting work Bidder shall consult with RECL's safety Engineers or site-in-charge/project coordinator and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the RECL's existing property.
14.	Arbitration	If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to arrive at amicable resolution and settlement through a committee appointed by CMD, RECL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, RECL. 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 determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.
15.	Annulment of bidding	RECL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after

Clause	Heading	Description/ Details
	process and re-tendering	<p>the same have been received, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of RECL's action.</p> <p>In case circumstances warrant annulment of bidding process, before the deadline for bid submission, a "general notification" to this effect shall be issued and posted on RECL website and bidder's, who have been issued the bidding documents, shall be deemed to be informed and bids, if any, received by that time shall be returned.</p> <p>In case circumstances warrant annulment of bidding process, after deadline for submission of bids but before opening of the bids, Only the bidder's who have been issued the bidding documents shall be intimated accordingly, the recourse under the provision to reject all the bids and to go for re-tendering will be justified only as the last resort, recording adequate justification for such action.</p> <p>In case L-1 party is not willing to accept the order and willingly does not want to perform as per the tender scope of work & terms and conditions (i.e. backing out), the further action from RECL apart from forfeiture of EMD/ PBG & Blacklisting of such bidder the further penal action will be as per prevalent CVC, CAG, Legal dispensations from Hon'ble courts of India irrespective of jurisdictions and Government of India guidelines/ notifications and / or orders and RECL guidelines.</p>
16.	Corrupt or Fraudulent Practices	<p>The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. RECL will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>RECL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.</p>
17.	Intellectual Property Rights	<p>"Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.</p> <p>A. Copyright</p> <p>A.1 The Intellectual Property Rights in the base products and Standard Materials shall remain vested in the owner of such rights.</p>

Clause	Heading	Description/ Details
		<p>The purchaser will be granted non-exclusive and paid up license to use the base products and standard materials including modifications thereto for the purposes agreed herein. For any modification or bespoke development made to the software, the IPR shall belong to RECL.</p> <p>A.2 The RECL’s Contractual rights to use the base product may not be assigned, licensed, or otherwise transferred except in accordance with the relevant license.</p> <p>A.3 All rights including the Intellectual Property Rights subsisting in any material including any tools, utilities or methodologies belonging to the bidder and used to perform the obligations under this Agreement shall remain vested in the bidder (the bidder Properties) and any additional or new inventions made in the course of performance of services shall belong to the RECL.</p> <p>B. Confidential Information</p> <p>B.1 The RECL and the bidder shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”), that has been marked “Confidential” – (“Confidential Information”) and</p> <p>(a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or</p> <p>(b) where the bidder is the Receiving Party, information generated by the bidder in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the RECL or the RECL’s use of the System, whether such information has been furnished or generated prior to, during, or following termination of the Contract (“Confidential Information”).</p> <p>B.2 Notwithstanding the above the RECL may furnish Confidential Information of the bidder:</p> <p>(i) to its support service suppliers to the extent reasonably required for them to perform their work under their support service Contracts; and</p> <p>(ii) to its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this Clause as if that person were party to the Contract in place of the Receiving Party;</p> <p>B.3 The RECL shall not, without the bidder’s prior written consent, use any Confidential Information received from the bidder for any</p>

Clause	Heading	Description/ Details
		<p>purpose other than the operation, maintenance and further development of the System. Similarly, the bidder shall not, without the RECL's prior written consent, use any Confidential Information received from the RECL for any purpose other than those that are required for the performance of the Contract and in case of breach of any condition, the receiving party shall be liable for any breach of confidentiality obligations by the receiving party as stated in subclauses (i) and (ii) above of B.2</p> <p>B.4 The obligation of a party under Clauses B.1, B.2, and B.3 above, however, shall not apply to that information which:</p> <p>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</p> <p>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</p> <p>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;</p> <p>(d) independently developed by the Receiving Party without the use of that Information and without the participation of individuals who have had access to that Information;</p> <p>(e) Required to be provided under any law, or process of law duly executed.</p> <p>B.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> <p>B.6 These confidentially restrictions shall be for the tenure of the contract plus for a period of 2 years thereafter</p>
18.	Defect Liability	<p>The bidder warrants that the delivered Services provided as per scope of work, shall be free from defects in the design, engineering, and workmanship that prevent the Procedure/System and/or any of its components from fulfilling the Technical Requirements or that limit in a tangible/ intangible manner/ fashion the performance, reliability, or extensibility of the System and/or Subsystems. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.</p>
19.	Intellectual Property Rights Indemnity	<p>a. The bidder shall indemnify and hold harmless the RECL 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 RECL or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p>

Clause	Heading	Description/ Details
		<p>i. Installation of the system by the bidder or the use of the System, including the Materials.</p> <p>ii. copying of the Software and Materials provided by the bidder in accordance with the Agreement; and</p> <p>b. Such indemnity shall not cover</p> <p>i. any use of the system including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract,</p> <p>ii. any infringement resulting from the use of the RECLSystem(s), or any products of the system 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.</p> <p>iii. use of a superseded or altered release of the RECLSystem(s) or any modification thereof furnished under this Agreement including, but not limited to, the RECL's failure to use corrections, fixes, or enhancements made available by the bidder;</p> <p>iv. modification of the system, which is based on the RECL's Material;</p> <p>v. any change, not made by the bidder, to some or all of the System or any modification thereof.</p> <p>c. If any proceedings are brought or any claim is made against the RECL arising out of the matters referred to in Clause (a), the RECL 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 RECL shall provide the bidder with the assistance, information, and authority reasonably necessary to perform the above.</p> <p>d. If the system, including the Materials is held or is believed by the bidder to infringe, the bidder shall have the option, at its expense, to</p> <p>(i) modify the system, including the Materials or the bidder Property to be non-infringing,</p> <p>(ii) obtain for the RECL a license to continue using the System, or</p> <p>(iii) terminate the license for the infringing part of the System and refund a pro rata portion of the fees paid for that portion of the System. This provides for the bidder's entire liability and the RECL's exclusive remedy for claims of infringement of intellectual property rights related to the System and the bidder Properties.</p>

Clause	Heading	Description/ Details
20.	Non-Disclosure	The selected bidder shall not, without RECL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECL or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
21.	Jurisdiction	The court of Delhi will have exclusive jurisdiction to entertain the disputes between parties.
22.	Force Majeure	<p>In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely RECL and the Contractor.</p> <p>Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the beginning of the cause or of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than (two) months, RECL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.</p> <p>Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.</p> <p>However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement and accepted by RECL</p>
23.	Termination	<p>RECL may by written notice sent to the selected Bidder, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify the reasons of termination and the extent to which Contract is terminated, and the date upon which such termination becomes effective. RECL reserves the right to elect :</p> <p>a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or.</p> <p>b. to cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services.</p> <p>Termination for RECL's Convenience-The RECL may at any time terminate the Contract for any reason by giving the written notice of termination to the bidder.</p>

Clause	Heading	Description/ Details
		<p>a. Upon receipt of the notice of termination, the bidder shall either immediately or upon the date specified in the notice of termination</p> <p>i. Cease all further work, except for such work as the RECL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.</p> <p>ii. Terminate all subcontracts, except those to be assigned to the RECL pursuant to paragraph (iv) (b) below</p> <p>iii. Remove all bidder's Equipment from the Site, repatriate the bidder's and its Sub bidders' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition</p> <p>iv. In addition, the bidder, subject to the payment specified hereof, shall</p> <p>a) Deliver to the RECL the parts of the Facilities executed by the bidder up to the date of termination.</p> <p>b) To the extent legally possible, assign to the RECL all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the RECL, in any subcontracts concluded between the bidder and its Subcontractors.</p> <p>c) Deliver to the RECL all drawings, specifications and other documents prepared by the bidder or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>b. In the event of the termination of the Contract, RECL shall pay to the bidder the Price, the Facilities executed by the bidder as of the date of termination. However, no consequential damages shall be payable by the RECL to the bidder in the event of termination.</p> <p>c. Termination for bidder's Default-The RECL, without prejudice to any other rights or remedies, may terminate immediately, the Contract forthwith in the following circumstances by giving a written notice of termination and its reasons thereof to the bidder:</p> <p>i) If the bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the bidder takes or suffers any other analogous action in consequence of debt.</p>

Clause	Heading	Description/ Details
		<p>ii) If the bidder assigns or transfers the Contract or any right or interest therein in violation of the provision.</p> <p>iii) If the bidder has</p> <p>a) abandoned or repudiated the Contract.</p> <p>b) without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than 4 (four) weeks after receiving a written instruction from the RECL to proceed.</p> <p>c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.</p> <p>d) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the contract hereof, at rates of progress that give reasonable assurance to the RECL that the Bidder can attain Completion of the Facilities by the Time for Completion.</p>
24.	No Suspension of Work & Risk Purchase	<p>Risk Purchase Clause</p> <p>Notwithstanding what is stated above, it is agreed upon that the bidder will be responsible to RECL 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 RECL, RECL 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 maintenance period with effect from the date of signing of the contract. 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.</p> <p>No suspension of Work</p> <p>The obligations of the RECL 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 RECL and the bidder, it shall be agreed that the RECL shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the RECL 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</p>

Clause	Heading	Description/ Details
		<p>such amount or amounts immediately on receipt of such demand from the RECL 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 RECL, immediately on receipt of such award, if not challenged in a court of law.</p> <p>If the selected bidder is not able to fulfil its obligations under the contract, which includes non-completion of the work, the RECL 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.</p>
25.	Micro, Small & Medium Enterprises (MSME) including Start-Ups	<p>The following facilities are extended to Micro & Small Scale Units registered with National Small Industries Corporation & to be mentioned in tender documents as & where required:-</p> <ul style="list-style-type: none"> i. Issue of Tender Sets free of cost ii. Exemption from payment of Earnest Money iii. Waiver of Security Deposit up to the monetary limit for which the unit is registered; <p>Further facilities shall be as per the Government of India (GOI) guidelines</p>
26.	Employee No solicitation	<p>Successful Bidder and RECL each agree that during the term a bidder personnel or RECL employee is associated with the Services under an Agreement/purchase order/statement of work and for a period of six months after such person ceases to be so associated, neither bidder nor RECL shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.</p>
27.	ISMS, National Cyber Security Policy, Prevailing laws of Land	<p>Successful bidder has to ensure and comply with RECL-ISMS (ISO 27001:2013), National Cyber Security Policy requirements for the entire scope of work including all software and hardware at RECL Ltd. Bidder/Successful bidder has to ensure and comply with Prevailing laws of Land during entire period of tender/contract respectively. Bidder to bear all expenses required to meet all requirements as per scope of work specified in this Tender. RECL to bear all expenses for any requirement outside the scope of work specified in this Tender.</p>
28.	Miscellaneous	<ul style="list-style-type: none"> a. RECL is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential bidders should be aware of the status and environment of RECL, and must take particular note that intellectual property rights relating to any services, software, equipment, products and materials acquired for this project are properly observed. b. Alterations, if any in the bid document should be attested properly by the bidder, failing which the bid is liable to be rejected.

Clause	Heading	Description/ Details
		<p>c. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RECL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.</p> <p>d. The Bidder shall be entirely responsible for all duties, octroi, road permits, license fees, etc., incurred for performance of the services.</p> <p>e. RECL reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. RECL reserves the right to cancel the purchase order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is cancelled then the bidder shall be entitled to receive payments for service rendered by it under the agreement and accepted by RECL. Under no circumstances the bidder shall be eligible for any payment or damages from RECL.</p> <p>f. In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with RECL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p> <p>g. The selected bidder automatically agrees with RECL for honouring all aspects of fair trade practices in executing the purchase orders placed by RECL.</p> <p>h. If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to RECL and the obligations with RECL taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.</p>
29.	Timelines & Payment terms	<p>All payments would be claimed by the Consultant from CIRE of REC as per the Payment Terms on being due, and would be accepted for payment by competent authority in CIRE, RECL based on the satisfactory progress and quality of the work in his sole discretion.</p> <p>The payment to the consultant under the contract will be made by CIRE, RECL in line with the relevant provisions of the contract agreement and as per the guidelines and conditions specified here under.</p>

Clause	Heading	Description/ Details																								
		<p>The payments would be released as per the following terms after achieving the milestones indicated therein:</p> <table border="1" data-bbox="609 321 1458 1381"> <thead> <tr> <th data-bbox="609 321 706 415">S. No</th> <th data-bbox="706 321 941 415">Project Timelines</th> <th data-bbox="941 321 1169 415">Milestone/Deliverable</th> <th data-bbox="1169 321 1458 415">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="609 415 706 699">1.</td> <td data-bbox="706 415 941 699">Within 7 days of placement of LoA by REC</td> <td data-bbox="941 415 1169 699">Acceptance of LoA and submission of Contract performance guarantee by the bidder</td> <td data-bbox="1169 415 1458 699">-</td> </tr> <tr> <td data-bbox="609 699 706 831">2</td> <td data-bbox="706 699 941 831">Within 15 days of placement of LOA by REC</td> <td data-bbox="941 699 1169 831">Submission of Inception report to CIRE</td> <td data-bbox="1169 699 1458 831">20% of contract value after its acceptance</td> </tr> <tr> <td data-bbox="609 831 706 1037">3.</td> <td data-bbox="706 831 941 1037">Within 50 days of placement of LoA by REC</td> <td data-bbox="941 831 1169 1037">Submission of draft report to CIRE</td> <td data-bbox="1169 831 1458 1037">40% of contract value after satisfactory acceptance of draft report</td> </tr> <tr> <td data-bbox="609 1037 706 1171">4.</td> <td data-bbox="706 1037 941 1171">Within 65 days of placement of LoA by REC</td> <td data-bbox="941 1037 1169 1171">Submission of Final Draft report to CIRE</td> <td data-bbox="1169 1037 1458 1171"></td> </tr> <tr> <td data-bbox="609 1171 706 1381">5.</td> <td data-bbox="706 1171 941 1381">Within 5 days of acceptance of Draft Final report</td> <td data-bbox="941 1171 1169 1381">Submission of 15 hard copies of final report along with soft copy</td> <td data-bbox="1169 1171 1458 1381">40% of contract value</td> </tr> </tbody> </table> <p>Bidder shall complete the work as per scope of work within the timelines as specified above from the date of the LOI/Work/Purchase order in a time bound manner as required/stipulated by RECL. In case of delay in services or meeting timelines/deadlines stipulated by RECL, penalty will be charged as mentioned in Liquidated Damages clause.</p> <p>Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against the contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 including addendums from time to time and any other statutory taxes like GST etc..</p>	S. No	Project Timelines	Milestone/Deliverable	Payment	1.	Within 7 days of placement of LoA by REC	Acceptance of LoA and submission of Contract performance guarantee by the bidder	-	2	Within 15 days of placement of LOA by REC	Submission of Inception report to CIRE	20% of contract value after its acceptance	3.	Within 50 days of placement of LoA by REC	Submission of draft report to CIRE	40% of contract value after satisfactory acceptance of draft report	4.	Within 65 days of placement of LoA by REC	Submission of Final Draft report to CIRE		5.	Within 5 days of acceptance of Draft Final report	Submission of 15 hard copies of final report along with soft copy	40% of contract value
S. No	Project Timelines	Milestone/Deliverable	Payment																							
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5.	Within 5 days of acceptance of Draft Final report	Submission of 15 hard copies of final report along with soft copy	40% of contract value																							

Clause	Heading	Description/ Details
		<p>All Payments shall be made in Indian Rupees only.</p> <p>No Advance Payment will be made by RECL on any account</p> <p>The bidders should account for not only the cost of efforts required but also the estimated number of visits and their costs including fares from the consultants office that may be required for carrying out the mentioned Scope of Work at Utility Headquarters / other places as indicated in the terms of reference. This would include visits to all the places (as indicated in the terms of reference) as well as efforts on collection of data/inputs from relevant agencies/departments/attending meeting in CIRE Hyderabad/making presentations at RECL Corporate Office in New Delhi or any other place in India as may be required for the work for satisfactory completion of the assignment.</p> <p>RECL shall not be required to pay and/or reimburse anything over and above the price quoted.</p> <p>Office accommodation, transport and daily movement of consultants, telephone, computer and other facilities shall be arranged by the consultant at his/their own cost.</p> <p>The above payment shall be inclusive of Goods and Service Tax only which will be reimbursed at actuals. However any upward/downward revision on Tax rates of any kind & nature will be taken into account as per prevelanet Govt. of India/ State Govt. / Tax Authorities Rules/ Guidleines/ Norms and/or Statutes.</p> <p>RECL reserves the right to ask the bidder to justify and establish price/rate reasonableness.</p>
30.	Liquidated Damages (LD)	<p>a) If the services are not completed within the specified period, liquidated damages equal to 0.5 % of value of the contract value per week or part thereof subject to maximum of 5% of the contract value may be levied from the bill of the contractor. It can be recovered from any dues of the party</p> <p>b) If in case of non-compliance/ non-delivery of any services as placed by RECL & if RECL is of the view that the agency is delaying the delivery of the services with lackadaisical attitude and in such cases RECL may issue a warning of 10 days in that respect after the lapse of stipulated timeline mentioned in such warning letter, may at its liberty to penalize the firm and no payment will be payable of the contract value as awarded.</p> <p>c) Notwithstanding anything above, RECL holds the option to cancel the purchase order and forfeit the entire EMD and/or the Security Deposit and/or Performance Guarantee of the defaulting bidder which may include the deposit made against other deliveries and/or purchase orders, if any and thereafter RECL has the right to complete the work through alternate source at the risk and cost of</p>

Clause	Heading	Description/ Details
		<p>the defaulting bidder. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by RECL. Also, RECL 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.</p>
31.	<p>REPORTING REQUIREMENTS AND PROGRESS MEETINGS</p>	<ul style="list-style-type: none"> • The Successful Bidder shall work in close co-ordination with RECL CO & CIRE for satisfactory completion of the assignment. • Fifteen (15) sets of each of the deliverables in hard copy as well as soft copy will be submitted to RECL CO / CIRE. • All meetings and presentations will be held at places to be notified by RECL CO and/or CIRE. • All the data/inputs forming part of the final report must indicate the sources. • CIRE, RECL shall be the owner of all these deliverables/inputs. • The REC Management and Director/ Additional Director, CIRE, RECL reserves the right to terminate the evaluation agencies contract at any point of time without assigning any reasons.

(To be submitted on the firm’s letter head and signed by an authorized signatory)

**BID FORM – Part of Technical Bid (Pre Eligibility Criteria)
(BOTH – ONLINE and HARDCOPY)**

To

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

Ref: Bid Document No. REC/PCM/CIRE/Evaluation Study/2017-18/05

Sir,

1. Having examined the bidding documents, we, the undersigned, offer to submit our proposal for “Evaluation study on Suitability and Effectiveness of C&D employees Training” as per the scope of work mentioned in the tender and in conformity with the bidding documents.
2. We hereby submit a bid security / earnest money deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only) as per the tender terms and conditions vide Demand Draft No. _____ dated _____ drawn on _____ favoring Rural Electrification Corporation Limited on a scheduled commercial bank payable at New Delhi.
3. We undertake, if our bid is accepted, to render the services in accordance with the terms and conditions of the tender specified in the bidding document.
4. We agree to abide by this bid for a period of 120 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.
5. We hereby offer to render the services for the aforesaid work at the prices and fee mentioned in the online Financial Bid - **Annexure C**.
6. We enclose herewith the complete Technical Bid comprising of :
 - 1) Bidder’s details with documentary proof of the firm/company being a registered legal entity firm etc (in the prescribed format at **Annexure-B**).
 - 2) Details of average annual turnover of last four years as per the qualifying criteria duly certified by the statutory auditor of the firm (in the prescribed format at **ANNEXURE-F**) along with copies of annual accounts of last four years.

- 3) Details of experience of the bidder, details of consultants, team members and their curriculum vitae required in the pre-eligibility criteria including documentary proof for the same in the prescribed format as **ANNEXURE-G, H. I and J).**
 - 4) We enclose herewith **Appendix I** to this Bid Form on Stamp Paper of Rs 100, undertaking to abide by all terms and conditions of the Bid Document.
 - 5) We do hereby undertake, that, until a formal appointment letter is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work, shall constitute a binding contract between us.
7. Our Proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the 'Technical Bids' by REC.
8. If our proposal is accepted by you, we agree to complete the work covered under the scope within Time Schedule.

Dated this day of 2017

Details of enclosures.

Signature of Bidder.....

Name

Designation

Full Address:.....

Stamp

Telephone

Fax No.

**UNDERTAKING ON COMPLIANCE OF SCOPE OF WORK AND TENDER TERMS &
CONDITIONS OF BIDDING DOCUMENT**

(BOTH – ONLINE and HARDCOPY)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. REC/PCM/CIRE/Evaluation Study/2017-18/05, dated 16/11/2017 and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner and that the final scope of work and specification will be decided by the REC at their discretion.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the required services as and when required and/or asked by REC.

I/We hereby undertake that I/We understand that the REC reserves the right to float a separate tender for the scope of work and requirements irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the REC. In case of a failure to comply and/or a variation the REC has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of 120 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period of 120 days formally withdraw my/our response in writing with a minimum notice period and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped bid document as an acceptance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake that printed terms and conditions and/or submissions and/or clarifications as submitted by me/us in my/our bid shall not be considered as forming part of

my/ our Bid and shall not be binding on REC in case of acceptance of my/ our bid and/or award of contract by REC to me/us.

I/We hereby declare that our firm has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Name of the Signatory:

Signature of Authorized Signatory:

Date:

Place:

Company Name & Seal

Encl: _____

ANNEXURE-B**BIDDER'S DETAILS
(BOTH – ONLINE and HARDCOPY)**

Sno	Required Details	To be filled by the Bidder
1	Name of the Firm/ Company	
2	Address	
3	Name of Contact Person	
4	Designation of Contact Person	
5	Address of Contract Person	
6	Mobile No.	
7	Landline No.	
8	Email-id	
9	PAN Number (Please enclose Documentary Proof)	
10	Goods and Service Tax Number (Please enclose Documentary Proof)	
11	Details of Registration (Firm/ Company)	
a	Registration Authority	
b	Registration Certificate No.	
c	Date of Issue	
d	Valid Upto	
12	Whether registered / emplaned with any of the Government, Semi Government, MES, Govt. Undertaking, Public Sector, etc as approved Consultants, etc	
13	Whether involved in any litigation earlier with any organisation?, If so , please submit details	
14	Any civil suits pending in any of the works executed?. If so, furnish details,	
15	Any other information which bidder feels relevant	

FINANCIAL BID

From

To,

Shri. Pankaj Gupta
 Additional General Manager (PCM)
 Rural Electrification Corporation Limited
 Core-4, SCOPE Complex
 7, Lodhi Road, New Delhi-110003

Sub: Financial Bid for “Evaluation study on Suitability and Effectiveness of C & D employees Training”

I/We _____ consultant/consultancy firm herewith submit our Financial Bid inclusive of all head-wise expenditure details and Taxes Except Goods and Service Tax for selection of my/our firm as consultant for assisting CIRE, REC.

S.No	Activity	Lump sum Amount (Rs.)	Rate of GST (%)	Amount of GST (Rs.)	Total Bid Amount incl. GST (Amt in Rs.)
1	Execution of Entire scope of work as per tender document				
	Total Amount in words) – Rupees.....				

1. The prices remain firm till entire contract period /completion of the Assignment
2. In case discrepancy between the value indicated by the bidder “ IN Figures” & “In Words” the value indicated at “ In Words” shall prevail.
3. The prices to be quoted would be inclusive of all taxes & duties except for the Goods and Service Tax(GST). GST shall be paid extra.

The offer is valid for a period of 120 days from the date of opening of Technical Bid.

Yours truly,

(Signature)

Full Name: _____

Address: _____

CONTRACT FOR CONSULTANT'S SERVICES

This CONTRACT (hereinafter, together with all Annexure attached hereto and forming an integral part hereof, called the "Contract") is made the _____ day of the month of _____ 2017, between, on the one hand _____ (hereinafter called the "Owner") and, on the other hand, _____ (hereinafter called the "Consultant").

WHEREAS

(A) The Owner intends to hire consultant to undertake for "Evaluation study on Suitability and effectiveness of C & D employees Training "

(B) The Owner has requested the Consultant to provide certain consultancy services as defined hereinafter (hereinafter called the "Services").

(C) The Consultant, having represented to the Owner that they have required professional skills, personnel and technical resources as indicated in the bid proposal (Annexure A) agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Owner's country, as they may be issued and in force from time to time;

(b) "Contract" means this Contract together with all Annexures / Attachments and including all modifications made in accordance with the provisions of Clause- 2.5 hereof between the Owner and the Consultant;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;

(d) "Personnel/Task team members" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.

(e) "Party" means the Owner or the Consultant, as the case may be;

(g) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the assignment, as described in technical specification of the RFP and Letter of Award.

- (h) "Starting Date" means the date referred to in Clause 2.2 hereof;
- (i) "Third Party" means any person or entity other than the Owner, the Consultant or a Consultant.

1.2 Scope of work:

The scope of work shall be as per Section-III of the Tender Document No. REC/PCM/CIRE/ Evaluation Study/ 2017-18/05, dated 16/11/2017 and any amendment issued thereto.

1.3 Contract:

The contract shall be performed strictly as per the terms and conditions stipulated herein in the contract document and contract document shall mean:

- (i) The tender document no. REC/PCM/CIRE/ Evaluation Study/ 2017-18/05, dated 16/11/2017 for evaluation study of suitability and effectiveness of C&D employees training program under DDUGJY XII Plan.
- (ii) Any clarifications and amendments, if any, issued after pre-bid discussions.
- (iii) LOI issued to the Consultant by REC vide letter no. -----Dated -----.
- (iv) LOA/Work order issued to the Consultant by the REC vide letter no. ----- Dated ----- and its subsequent amendment(s), if any.

1.4 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Owner and the Consultant. The Consultant, subject to this Contract, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.5 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.

1.6 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.7 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.8 Notices

1.8.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been

given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such Party at the following address:

For the Owner:

Email : _____

Attention: _____

Facsimile: _____

For the Consultant:

Email : _____

Attention: _____

Facsimile _____

1.8.2 Notice will be deemed to be effective as follows

(a) In the case of personal delivery or registered mail, e-mail, on delivery;

(b) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.8.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this clause.

1.9 Location

The Services shall be performed at all such locations required / approved by Owner for the evaluation study purposes.

1.10. Authority of Consultant

The Consultant hereby authorizes Additional Director, CIRE, RECL to act on their behalf in exercising the entire Consultant's rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

1.11 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

(a) on behalf of the Owner by Additional Director, CIRE or his designated representative;

(b) On behalf of the Consultant by _____ or his designated representative.

1.12 Taxes and Duties

- I. Bid price exclusive of goods and service tax, which are payable extra. All other taxes/duties of if any shall be borne by the Consultants.
- II. CIRE, RECL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Consultant under the contract.
- III. As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, CIRE, RECL shall not bear any tax liability, whatsoever, irrespective of the mode of

contracting. The Consultant shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Consultant is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This contract will become effective from the date award of contract.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately duly submitting the Performance Guarantee.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

2.4 Entire Agreement.

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

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the parties and shall not be effective until the consent of the parties has been obtained. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to any tenders for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely CIRE, RECLand the CONTRACTOR. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the beginning of the cause or ending of the cause respectively. If the

deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, CIRE, RECL shall have the option of cancelling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

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

2.6.5 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The Owner may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

2.8.1 By the Owner

The Owner may by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause 2.8.1, terminate this Contract:

- (a) If the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Consultant become insolvent or bankrupt or enter into an agreements with their creditors for relief of debt or take advance of any law for the benefit or debtors or go into liquidation receivership whether compulsory or voluntary;
- (c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-9 hereof;
- (d) If the Consultant submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultant know to be false;
- (e) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.8.1 hereof or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration,
- (b) The obligation of confidentiality set forth in Clause 3.2.4 hereof,
- (c) Any right which a Party may have under the Applicable Law.

2.8.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clause 2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4 Payment upon Termination

Upon termination of this Contract pursuant to Clause 2.8.1 hereof the Owner shall make the following payments to the Consultant:

(a) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination;

(c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant' personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Third parties.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Consultant comply with the Applicable Law.

3.1.3 Conflict of Interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the

Consultant shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and their affiliates shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The consultant and their affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The consultant and their affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same project subsequently. In case of rating of the proposed project, for which this consultancy services are being provided, then the Consultant and their affiliates will not rate this project nor in any way be associated in rating of this project.

3.2.4 Confidentiality

The Consultant and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.

3.3 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment

3.4 Liability of the Consultant

The Consultant shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract [Note: If the Consultant consist of more than one entity, this should be changed to read, "The Consultant and each of their Members shall be jointly and severally liable to the Owner-for the performance of the Services] and for any loss suffered by the Owner as a result of a default of the Consultant in such performance, subject to the following limitations:

(a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant or the Personnel of either of them; and

(b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.5 Indemnification of the Owner by the Consultant

The Consultant shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant, or the Personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Consultant's Actions Requiring Owner's Prior Approval

The consultant shall not enter into a sub contract for the performance of any part of the Services. However, the consultant can hire the services of Personnel to carry out any part of the services, for which, Consultant shall obtain the Owner's prior approval in writing before appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this contract.

3.7 Reporting Obligations

The Consultant shall submit to the Owner the reports and documents specified in technical specification of the RFP hereto, in the form, in the numbers and within the time periods set forth in the RFP, including any supporting data required by the Owner.

3.8 Documents prepared by the Consultant to be the Property of the Owner

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Owner, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Owner.

4.0 CONSULTANT'S PERSONNEL/TASK TEAM MEMBERS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of each of the Consultant's Personnel are described in the Annexure H,I and J.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in the RFP may be made by the Consultant by written notice to the Owner, provided:

(1) That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

(2) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause-6.0 of this Contract. Any other such adjustments shall only be made with the Owner's written approval.

(c) If additional work is required beyond the scope of the Services specified in the RFP the estimated periods of engagement of Personnel set forth in the RFP may be increased by agreement in writing between the Owner and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause 6 of this Contract.

4.3 Agreed Personnel

The Consultant hereby agrees to engage the personnel listed by title as well as by name as per the requirement of the RFP in order to fulfill his contractual obligations under this contract.

4.4 Removal and/or Replacement of Personnel

(a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications, which shall be approved by the Owner.

(b) If the Owner:

(1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree, the

Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

PAYMENTS TO THE CONSULTANT

5.1 An all inclusive cost of services/contract value and ceiling contract value payable in Indian Rupees is set forth in Para 19 of the RFP Terms of Payment: Payment will be made by the owner to the consultant as follows:

5.2 No advance payment shall be made for the assignment.

5.3 All payments would be claimed by the Consultant as per the Payment Terms on being due, and would be accepted for payment by competent authority in CIRE, REC, based on the satisfactory progress and quality of the work in his sole discretion.

5.4 The payment to the consultant under the contract will be made by CIRE, RECL in line with the relevant provisions of the contract agreement and as per the guidelines and conditions specified here under. All payments made during the contract will be on account payment only.

The payments would be released as per the RFP terms after achieving the milestones indicated therein:

The payment to the consultant under the contract will be made by CIRE, RECL in line with the relevant provisions of the contract agreement and as per the guidelines and conditions specified here under. All payments made during the contract will be on account payment only.

The payments would be released as per the following terms after achieving the milestones indicated therein:

After receipt of the Acceptance letter, Submission of inception report and acceptance by CIRE, REC, and Contract Performance Guarantee (CPG) by CIRE, RECL	20% of contract value
After submission of Draft Report by the consultant to review committee, CIRE, RECL and its satisfactory acceptance	40% of contract value
After submission of Final Report by the consultant to the satisfaction of CIRE, RECL	40% of contract value

5.5 The Consultant shall submit the bills to the Owner of firms printed bill forms indicating the work done by him during the period for which payment is sought.

5.6 The Owner shall cause the payment of the Consultant as per above given schedule of payment within thirty (30) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

5.7 The final payment under this clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.

6.0 FAIRNESS AND GOOD FAITH

6.1 Good Faith:

The parties undertake to act in good faith respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

6.2 Operation of the Contract:

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with Clause-9 hereof.

7.0 JURISDICTION AND APPLICABLE LAW

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts/Tribunals at New Delhi.

8.0 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, and interpretation of the contract or breach thereof shall be settled by the parties mutually. In case parties are

unable to settle mutually, the same shall be referred to the sole arbitrator as provided hereunder:-

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other party.
2. The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
3. Sole Arbitrator shall be appointed by Chairman & Managing Director of REC.
4. There will be no objection that the Arbitrator appointed holds equity shares of RECL or is a retired employee of REC.
5. If the sole Arbitrator so appointed dies, resigns, becomes incapable or withdraws for any reason from the proceedings, it shall be lawful for RECL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Neither party shall be entitled for any pre-reference or pendent-lite interest on its claims.
7. The sole arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
8. The parties to the arbitration will bear the fees and expenses of the Arbitration in equal proportion.
9. The venue of arbitration will be New Delhi.
10. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.
11. Notwithstanding any reference to Arbitration, the parties shall continue to perform their respective work/obligations under the contract.

8.2 The courts at New Delhi alone shall have exclusive jurisdiction on any dispute arising out of this contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [OWNER]

By _____

Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By _____

Authorized Representative

Place:

Date:

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)

(Reference Clause of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No.....

Bank Guarantee No.....

Date.....

To,
Additional Director (CIRE),
Central Institute for Rural Electrification,
Shivarampally, NPA Post, Near Aramghar,
Hyderabad- 500052

Dear Sirs,

In consideration of the Central Institute for Rural Electrification (CIRE)/Rural Electrification Corporation Limited, (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered/Head Office at..... (here in after referred to as the Consultant which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No Dated for Consultancy Assignment for "-----" And the same having been unequivocally accepted by the Consultant resulting into a contract valued atfor (Scope of Contract) and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to% (Per cent) of the said value of the contract to the Owner.

We(name and address), having its Head Office at(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Consultant to the extent of.....as aforesaid at any time up to..... (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired bywhose behalf this guarantee has been given.

Dated this day of 2017, at

WITNESS:

1.
.....
(Signature)
.....
(Name)
.....
(Official address)

(Authorized Signatories of the Bank)
.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)

Attorney as per Power of
Attorney No..... dated.....

2.
(Signature)
.....
(Name)
.....
(Official address)

Note:

1. The Contract Performance Guarantee value shall be ten percent (10%) of the total lump-sum Contract Price.
2. The validity date should be up to 90 days after completion of the Assignment.
3. The stamp paper of appropriate value shall be in the name of the Bank issuing the guarantee.

ANNEXURE-F

Certificate on the letterhead of the Statutory Auditor of the bidder

To,
Shri. Pankaj Gupta
Additional General Manager (PCM)
Rural Electrification Corporation Limited
Core-4, SCOPE Complex
7, Lodhi Road, New Delhi-110003

This is to certify that the annual turnover of M/s_____ is as under:

Financial Year	Annual Turnover (in Rs.) In figures	Annual Turnover (in Rs.) In words
16-17		
15-16		
14-15		
13-14		

Average turnover of the last four years as stated above is Rs..... (in figures)
(in words.....)

The above financial figures are as per the audited financial statements/annual reports copies of which are enclosed)

Signature: _____

Date: _____

Name: _____

Designation: _____

Place: _____

ANNEXURE-G

1. ASSIGNMENTS CARRIED OUT BY THE FIRM WITH THE SIMILAR SCOPE OF WORK

1. Brief Description of the Organization:
2. Outline of experience on assignments with the similar scope of work:

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Scope in brief	Value of work /assignment (in Rs.)
1						
2						
3						
4						

2. ASSIGNMENTS CARRIED OUT BY THE FIRM WITH THE SIMILAR SCOPE OF WORK IN PUBLIC SECTOR ORGANIZATION/GOVT. ORGANISATION / AUTONOMOUS BODIES / STATE OR CENTRAL UNDERTAKING

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Scope in brief	Value of work /assignment (in Rs.)
1						
2						
3						
4						

(Signature)

Full Name: _____

Address: _____

Note:

1. Please attach documentary proof including copy of the order from client, work completion certificate etc. at the first instance failing which the bidder runs the risk of rejection.
2. Assignments allotted to and executed by the bidding firm on independent basis only will be considered. The assignments performed in collaboration, joint venture, sub consultant or as an affiliate of the other company will not be considered.

ANNEXURE-H

TOTAL NO. OF FULL TIME CONSULTANTS WORKING/EMPLOYED IN THE FIRM

S.No.	Name	Qualification	Position held	Area of Expertise	No. of years with the firm
1					
2					
3					
4					
5					
7					
8					
9					

Note: (Consultants for this purpose mean adequately qualified in the relevant fields)

Authorised Signature _____

Full Name _____

Date _____

ANNEXURE-I

DETAIL/INFORMATION OF THE TEAM AND THE TASK WHICH WOULD BE ASSIGNED TO EACH MEMBER AND THE TEAM LEADER.

TASK TEAM

The following members (minimum two members) and Team Leader have been identified and assigned for the Assignment:

S.No.	Name	Qualification	Position held in the bidder entity	Area of expertise identified	No. of years of experience
1.					
2					
3					
4.					
5.					

Authorised Signature _____

Full Name _____

Date _____

ANNEXURE-J

FORMAT OF CURRICULUM VITAE FOR EACH MEMBER OF TASK TEAM

Name: _____

Present Designation: _____

Area of Expertise: _____

Total years of experience: -----years

Years with organisation: _____

Proposed Expertise/Position in the Team: _____

Educational Qualification: _____

(Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, etc. degrees obtained. Use up to quarter page.)

Experience:

(Under this heading, names of employing organization with dates, positions held by staff member since graduation, assignments handled and their brief scope, detailed experience in similar assignments and client references, where appropriate may be given.

The above information may also be summarized for each of the member in the following Table A, Tabular format:

(A) BRIEF OUTLINE OF TOTAL EXPERIENCE (MINIMUM SEVEN YEARS) IN AREA OF HR CONSULTANCY:

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Position held	Scope in brief
In Existing Firm from _____ till date _____						
1						
2						
3						
4						
For previous firms from _____ to _____						
1						
2						
3						

B. BRIEF OUTLINE OF THE EXPERIENCE OF THE TEAM MEMBERS IN ASSIGNMENTS INVOLVING SIMILAR SCOPE OF WORK.

S.No.	Name of Assignment	Client	Date of Commencement	Date of Completion	Position held	Scope in brief
In Existing Firm from _____ till date _____						
1						
2						
3						
4						
For previous firms from _____ to _____						
1						
2						
3						

Note:

An appropriate Table may be used for each member.

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

Signature of Member _____

Certification:

I, the undersigned, certify that the above is correct to the best of my knowledge and belief.

Authorized Signature _____

Full Name _____

Date _____

**Central Institute for Rural Electrification
of
Rural Electrification Corporation Ltd.
(A Government of India Enterprise)**

**Cumulative Utility-wise, Year-wise C&D Employee Trained
participants during 2012-17**

SNo	UTILITY	2012-13	2013-14	2014-15	2015-16	2016-17	Total
Southern Zone							
1	APEPDCL	392	770	859	1,021	709	3,751
2	APSPDCL	515	1,386	1,403	1,591	714	5,609
3	BESCOM	250	577	331	504	0	1,662
4	CESC	265	502	653	626	375	2,421
5	GESCOM	258	0	422	544	248	1,472
6	HESCOM	0	489	508	496	337	1,830
7	KSEB	638	2,669	2,891	3,145	2,497	11,840
8	MESCOM	385	233	231	115	272	1,236
9	TANGEDCO	625	3,700	4,375	4,249	3,699	16,648
10	TSNPDCL	292	464	1,189	272	700	2,917
11	TSSPDCL	500	1,623	2,000	667	0	4,790
South Zone Total		4,120	12,413	14,862	13,230	9,551	54,176
Northern Zone							
12	AVVNL	771	1,150	1,000	1,075	1,400	5,396
13	DHBVNL	158	55	0	0	882	1,095
14	HPSEB	278	480	447	404	849	2,458
15	J&K PDD	0	25	161	400	229	815
16	JdVVNL	150	83	75	228	450	986
17	JVVNL	225	650	700	300	1,725	3,600
18	PSPCL	864	1,964	2,607	3,250	2,708	11,393
19	UHBVNL	0		0	527	517	1,044

North Zone Total		2,446	4,407	4,990	6,184	8,760	26,787
East Central Zone							
20	DVVNL	0	0	0	100	0	100
21	NBPDCL	233	0	0	50	75	358
22	UPPCL	37	0	0	0	0	37
East Central Total		270	0	0	150	75	495
Eastern Zone							
23	APDCL	424	413	647	780	328	2,592
24	CESU	266	550	325	475	400	2,016
25	MeECL	118	76	131	319	0	644
26	NESCO	75	366	248	200	0	889
27	SIKKIM	0	50	0	225	0	275
28	SOUTHCO	0	0	0	0	103	103
29	TSECL	0	26	0	100	0	126
30	WESCO	0	200	25	168	223	616
31	WBSEDCL	0	331	739	250	75	1,395
East Zone Total		883	2,012	2,115	2,517	1,129	8,656
Western Zone							
32	CSPDCL	272	667	962	1,229	776	3,906
33	GETRI	0	1,582	1,232	1,045	1,372	5,231
34	MPMKVVCL	725	626	1,301	2,207	2,703	7,562
35	MPPaKVVCL	500	725	725	950	697	3,597
36	MPPoKVVCL	390	1,218	1,336	1,239	818	5,001
37	MSEDCL	476	2,607	2,909	3,327	3,272	12,591
West Total		2,363	7,425	8,465	9,997	9,638	37,888
Grand Total		10,082	26,257	30,432	32,078	29,153	1,28,002

Annexure-ii

Sampling for the Study on "Suitability and Effectiveness of C&D Employees Training Program"								
SI.No.	Utility	No. of Programs Conducted Till MAR-17	No. of Participants Trained Till MAR-16	Sample Size				Grand Total
				Participant Sample Size	Supervisors to Contact /Reporting Officer of Participant	Nodal Officer/ Inst Head	Head of HR Dept /Utility	
1	APEPDCL	208	3042	91	3	1	1	96
2	APSPDCL	211	4896	147	5	2	1	155
3	BESCOM	81	1572	47	2	1	1	51
4	CESCL	112	2045	61	2	1	1	65
5	GESCOM	55	1197	36	1	4	1	42
6	HESCOM	78	1493	45	1	2	1	49
7	KSEB	394	9343	280	8	4	1	293
8	MESCOM	38	964	29	1	1	1	32
9	TANGEDCO	518	12949	388	12	4	1	405
10	TSNPDCL	122	2217	67	2	1	1	71
11	TSSPDCL	194	4790	144	4	1	1	150
12	AVVNL	151	4046	121	4	4	1	130
13	DHBVNL	18	213	15	1	1	1	18
14	HPSEB	80	1609	48	1	1	1	51
15	J&K	25	661	20	1	2	1	24
16	JDVVNL	19	536	16	1	1	1	19
17	JVVNL	73	1850	56	2	4	1	63
18	PSPCL	364	8685	261	8	5	1	275

19	UHBVNL	28	527	16	1	1	1	19
20	DVVNL	4	100	3	1	1	1	6
21	BSEB	12	233	7	1	1	1	10
22	UPPCL	2	37	1	1	1	1	4
23	NBPDCL	1	25	1	1	2	1	5
24	APDCL	111	2264	68	2	1	1	72
25	CESU	64	1616	48	1	1	1	51
26	MeECL	24	644	19	1	1	1	22
27	NESCO	36	889	27	1	1	1	30
28	SIKKIM	11	275	8	1	1	1	11
29	TSECL	3	76	2	1	1	1	5
30	WBSEDCL	78	1238	37	1	2	1	41
31	WESCO	19	475	14	1	1	1	17
32	CSPDCL	152	3226	97	3	3	1	104
33	GETRI	164	3859	116	4	4	1	125
34	MPMKVVCL	204	4859	146	5	1	1	153
35	MPPaKVVCL	116	2900	87	3	2	1	93
36	MPPoKVVCL	176	4183	125	5	1	1	132
37	MSEDCL	386	9319	280	5	4	1	290
TOTAL		4245	98853	2974	98	70	37	3179

Study on "Suitability and Effectiveness of C & D employees Training Programs"

Questionnaire

General Information

Name of the Utility :

Name of the Participant :

Present Designation :

Place of Posting/Job :

Name of Program Attended (Please tick)

Linemen

Energy Metering, Billing and Collection – 2 days

Energy Metering, Billing and Collection – 3 days

Financial Management, Stores accounting & office Administration

Safety, accident prevention and Disaster Management

Upgradation of IT skills

Operation & Maintenance of Distribution Transformers, Prevention of failures and repairs

Date & Venue of program :

Name of Data Collector :

Date of data collection :

Name of Data Invigilator/Verifier :

Participant Feedback

(Please tick mark choices below)

1. To what extent your understanding of a subject improved or increased as a result of the training Program?

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

2. To what extent have your skills in the subject of the program improved or increased as a Result of the training Program?

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

3. The course content and its presentations were

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

4. Course materials i.e. handouts were

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

5. Audiovisual materials were

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

6. Toolkits were

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

7. The number demonstrations / hand-on field works was

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

8. The duration of the training programs was

Too Long	Long	Good	Short	Too Short
1	2	3	4	5

9. What is your overall rating of these Programs?

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

10. Have you been able to apply knowledge and skills learnt during the course

Yes Very much	To some extent	No
---------------	----------------	----

11. If your answer to the above question is No, please indicate as to what in your opinion are the reasons for the same. **(If your answer to the aforesaid question is YES, please fill up the remaining portion of the questionnaire.)**

12. Please assign ratings under the two assessment columns on a scale of 1 to 5, the numbers indicate the following
(1=Outstanding, 2=Very Good, 3=Good, 4=Fair, 5=Average)

Parameters	Rate yourself before the program	Rate yourself after the program
Level of knowledge/skills related to the job		
Confidence in solving problems and making decisions		
Management of time & priorities		
Overall productivity & effectiveness in your department		

13. How is the program rated by you now, based on its utility in the work environment?

Outstanding	Very Good	Good	Fair	Average
-------------	-----------	------	------	---------

1	2	3	4	5
---	---	---	---	---

14. How conducive is the work environment to apply knowledge & skills learnt by you in the course? (Please tick mark the appropriate column below)

Outstanding	Very Good	Good	Fair	Average
1	2	3	4	5

15. Are there any topics/subjects included in the program that required to be changed?

16. Do you feel that if any other new topic/subject, if included in the program would help you in your work environment.

17. How to impart better training

18. How to lower down the training expenditure

19. Please mention specific instances if any, in day to day work experience where the training has helped you.

20. Any other matter relevant in your opinion.

Signature of Participant

Immediate Reporting Officer / Supervisor Feedback

(Please tick mark the appropriate column below)

1. Whether the concerned officer has been able to apply knowledge and skills learnt during the Course at work place: (Please tick mark the appropriate column below)

- a) To a large extent b) To some extent c) No Improvement

2. If your answer to the above question is No, please indicate as to what in your opinion are the reasons for the same. (**If your answer to the aforesaid question is YES, please fill up the remaining portion of the questionnaire.**)

3. Please assign ratings under the two assessment columns on a scale 1 to 5, the numbers indicate the following.

(1=Outstanding, 2=Very Good, 3=Good, 4=Fair, 5=Average)

Parameters	Rate before the program	Rate after the program
Level of knowledge/skills related to the job		
Confidence in solving the problems and making decisions		
Management of time & priorities		
Overall productivity & effectiveness in his department		

4. Whether the trainee is able to put learning into practice, in his/her work place. (Please tick mark the appropriate column below)

- a) To a large extent improvement b) To some extent c) No

5. Please mention specific instances if any noticed in day to day work experience where the training has helped him/her in discharging the job.

6. What are the other post training improvements observed in the above trainee?
7. How to impart better training
8. How to lower down the budget/expenditure on training
9. You views on the Curriculum
10. Any other matter relevant in your opinion.

Signature of Supervisor

Annexure – iii (C)

Nodal Officer/Head of training Institute Feedback

(1=Outstanding, 2=Very Good, 3=Good, 4=Fair, 5=Average)

SNo	Feedback	Rating
1	How was the training Program conducted?	
2	Were the trainees participative?	
3	Could the faculty clarify their Queries?	
4	Did you think that the participants on the course were ?	
5	Overall, feedback of the program?	

Suggestions

SNo	Particulars	Suggestions
1.	How to impart better training	
2.	How to lower down the budget/expenditure on training	
3.	How can the curriculum be improved in the modules	

Signature of Training Co-ordinator

Head of Department Feedback

1. Employees returning from training are given adequate free time to reflect and plan improvements in the organization
2. Line managers provide the right kind of climate to implement new ideas and methods acquired by their juniors during training.
3. Line managers utilize and benefit from the training programs.
4. The training programs and participants are carefully chosen after collecting enough information about their quality and suitability, and requirements respectively.
5. Did you feel that the objectives of the program met ?
6. Any change in the performance of the employees after training?
7. How was the feedback of the participants
8. How was the feedback of the reporting officers
9. Do you suggest for continuance of the programs
10. How to impart better training

11. How to lower the budget/expenditure on training

12. Suggestions for improvement of curriculum

13. What kind of courses/ trainings you recommend to be conducted

14. What impact of the training program has on the Utility

Signature of Head of Department