

SOUTH BIHAR POWER DISTRIBUTION COMPANY LIMITED - PATNA

(DEPARTMENT OF RURAL ELECTRIFICATION)

**RFP No.:- 80/PR/SBPDCL/ /2015
(Tender Documents)**

TENDER SPECIFICATION

FOR

Appointment of Third Party Inspecting Agency (TPIA) for inspection of Rural Electrification work in the districts of Arwal, Aurangabad, Bhagalpur, Buxar, Jamui, Jehanabad, Kaimur, Munger, Lakhisarai and Sheikhpura in state of Bihar under RE component of Deen Dayal Gram Jyoti Yojana (erstwhile RGGVY) 12th Plan

(General Conditions and General Technical Requirements)

SOUTH BIHAR POWER DISTRIBUTION COMPANY LTD., PATNA

(DEPARTMENT OF RURAL ELECTRIFICATION)

PREAMBLE

TO

REQUEST FOR PROPOSAL NO: - 80/PR/SBPDCL /2015

Appointment of Third Party Inspecting Agency (TPIA) for inspection of Rural Electrification work in the districts of Arwal, Aurangabad, Bhagalpur, Buxar, Jamui, Jehanabad, Kaimur, Munger, Lakhisarai and Sheikhpura in state of Bihar under RE component of Deen Dayal Gram Jyoti Yojana (erstwhile RGGVY) 12th Plan

TERMS AND CONDITIONS

1.0 Definition of Terms

- 1.1 SBPDCL shall mean “SOUTH BIHAR POWER DISTRIBUTION CO. LTD” having its registered office at Vidyut Bhawan, Bailey Road, Patna.
- 1.2 Agencies/ Associates means the bidders whose bid will be accepted by SBPDCL and shall include such successful bidders its legal representatives, successors and permitted assigns.
- 1.3 EMD shall mean Earnest Money Deposit.
- 1.4 CPG shall mean Contract Performance Guarantee.
- 1.5 Bidder shall mean any applicant who is submitting the tender in reference to this document.
- 1.6 TPIA Shall means Third Party Inspecting Agency.
- 1.7 REDB Shall means Rural Electricity Distribution Backbone.
- 1.8 VEI Shall means Village Electricity Infrastructure.

2.0 GENERAL INFORMATION

2.1 DETAILS OF TENDER

a) RFP No.	80/ PR/SBPDCL /2015
b) Project cost for execution of work in 10 Districts	Rs. 1560.27 crores
c) Amount of Earnest Money	Rs. 5 lacs
d) Last date of receipt of tender	Up to 12:00 Hrs of 14.09.2015
e) Last date of submission of tender	Up to 13:00 Hrs of 14.09.2015
f) Last Date for submission hard copy of EMD and Cost of Tender along with bid	Up to 13:00 Hrs of 14.09.2015
g) Date and time of opening of Tender (Part- I)	After 15:00 Hrs of 14.09.2015
h) Date of pre bid meeting at Vidyut Bhawan, Patna	At 11:00 Hrs of 03.09.2015

- 2.2 (a) Tender documents along with technical specifications etc. are also available on website www.sbpdcl.in . Proposals (in hard copy and soft copy) should be submitted along with Bank Guarantee towards earnest money deposit, failing which the tender shall summarily be rejected. The Demand Draft should be drawn in favour of Sr. Manager (F&A), SBPDCL, Patna.
- (b) The bidders may send their queries on CE (Project-I) e-mail id: ceresbpdcl@gmail.com on or before the pre bid meeting.
- (c) After initial verification of the prerequisites (like EMD) the Technical Bid will be opened at the first instance and evaluated by SBPDCL. At the second stage, financial bids of only the technically acceptable offers (as per clause 5) would be opened in the presence of the representatives of tenderers, if they intend to be and are present at the time of opening of the bids for further evaluation before the award of contract.
- 2.3 The tender documents are not transferable and the tenders received after expiry of prescribed date and time will not be considered.
- 2.4 Issue of tender specification/documents will not be construed to mean that such tenderers are automatically considered qualified. The Owner reserves the right to accept/reject any or all tenders without assigning any reason whatsoever. The Owner, however, does not bind itself to accept the lowest tender.
- 2.5 Owner reserves the right to assess the tenderers capacity and capability to perform the contract and relax the qualifying requirements at any stage.
- 2.6 The Owner will not be responsible for or pay for expenses or losses, which may be incurred by any tenderer in the purchase and preparation of the tender.
- 2.7 The tenderers shall quote their prices in the prescribed FIN format.
- 2.8 The tenderer will be deemed to have made them acquainted with any special difficulty associated with the site and work indicated in the tender including any additional cost or expenses which need to be incurred to ensure full compliance with current statutory regulation in force.
- 2.9 Tenders should be submitted and signed by a duly authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/Authorization Letter accompanying the bid.
- 2.10 SBPDCL reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the Request for Proposal, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the company. SBPDCL also reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- 2.11 The quotation shall be valid for a period of at least **180 days** from the date of opening of the tenders.

- 2.12 The bidders should satisfy themselves before submission of the tender to SBPDCL that they met the qualifying criteria and capability as laid down in the tender documents.
- 2.13 All rates shall be written both in figures and in words.
- 2.14 The tender will be submitted as one stage two envelope bid. Technical part, part I & price part, part II will be sealed in two separate envelopes. The "price part" and Technical part" will be marked on the separate envelopes. Both the sealed envelopes will be submitted in a main envelope.
- 2.15 Evaluation of Price Bids shall be done excluding Service tax and other applicable taxes, if any.
- 2.16 Price part of those qualified bidders of this NIT will not be opened who have participated (either as single entity or Joint Venture) and become successful bidder of this office NIT no.- 73/PR/SBPDCL/2015.
- 2.17 The agencies engaged for quality inspection under 12th Plan RGGVY in SBPDCL (quality checks under Level-Zero of QAM or TIER-I or TIER- II or TIER- III) are not eligible to participate due to conflict of interest arising out of inspection work / checks assigned to them.

3. INTRODUCTION

- 3.1 SBPDCL is intending to engage experienced and qualified Agencies/ Associates as associate, who are capable of providing services for carrying out Third Party quality inspection of works executed by their turnkey contractors in the districts of **Arwal, Aurangabad, Bhagalpur, Buxar, Jamui, Jehanabad, Kaimur, Munger, Lakhisarai and Sheikhpura** under RGGVY XIIth plan.

4. Scope of work

4.1 As per Guidelines of RGGVY / RE Component of DDUGJY.

4.2. The scope of work shall be as per methodology detailed in Quality Control Manual for RGGVY Works dated 07.07.2008 with its latest amendment issued by REC Ltd and approved by MoP/ Guidelines of RGGVY / RE Component of DDUGJY as stipulated below:-

1.1 **Material Inspection** : Important materials of REDB (33/11 KV or 66/11 KV) sub-station as well as that of VEI (Village Electricity Infrastructure) shall both be inspected at manufacturer premises before dispatch.

1.1.1 **Inspection of S/S (REDB) materials** : Following materials have been identified as important materials for S/S :

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

Ten percent (10%) of aforesaid REDB materials shall be inspected by the TPIA as per MQP. The inspection /testing/ witnessing of acceptance tests shall

be as per Drawings/ Technical Specifications and applicable national & international standard.

1.1.2 **Inspection of VEI materials** : Following materials have been identified as important material for VEI :

1.	Distribution Transformer	8.	AB switch (GO switch)
2.	Overhead Conductor	9.	HG fuse
3.	Energy Meter	10.	Earthing materials
4.	Ple	11.	Hardware : Channels, PG clamp connector, suspension clamp, tension clamp, nut and bolts
5.	Insulators		
6.	Cables		
7.	Lightening Arrester		

Ten percent (10%) of aforesaid VEI materials shall be inspected by the TPIA as per MQP. The inspection/ testing / witnessing of acceptance tests shall be as per Drawing/ Technical Specifications and applicable national & international standard.

1.1.3 **Sampling from field** : Any material, including following important materials, may be picked from site for testing at test laboratory chosen by REC / MOP :

1.	Distribution Transformer	8.	AB switch (GO switch)
2.	Overhead Conductor	9.	HG fuse
3.	Energy Meter	10.	Earthing materials
4.	Ple	11.	Hardware : Channels, PG clamp connector, suspension clamp, tension clamp, nuts and bolts
5.	Insulators		
6.	Cables		
7.	Lightening Arrester		

All expenditures towards packing, transport, inspection, testing charges etc. shall be borne by the PIA.

1.2 50% villages as per MQP/ Drawings/ Technical Specifications and FQP

1.2.1 50% villages are to be inspected in 2(two) stages. Stage – I inspection shall cover 10% and Stage – II inspection shall cover 50% villages including revisit of the villages inspected during Stage – I inspection.

- 1.2.2 Stage – I inspection shall begin and end when the physical progress in the project is completed in 10% and 30% of villages respectively. Five (5) nos. of villages in a project are to be thoroughly inspected at the very beginning when the same is completed in the project. These villages after rectification of defects will become modal quality village. The findings of inspection of these five villages shall be used as training resource and necessary improvement in Quality Assurance.
- 1.2.3 Stage – II inspection shall be begin and end when the physical progress in the project is completed in 50% and 90% of villages respectively.
- 1.3 100% New and 100% Augmented 33/11 KV or 66/11 KV capacity sub-station for quality of material as per MQP/Drawings/ Technical Specifications and works in the field as per FQP.
- 1.4 In 50% villages of the projects, 100% verification of BPL connections, 100% Distribution Transformer Sub-stations, 100% LT lines, 50% of 33 KV lines and 100% of the 11 KV lines attributed to the village (emanating from cut-point/ grid sub-station) as well as the 11 KV line laid within the village, verification of energisation of village and BPL beneficiaries, installation of service connections in public places, hours of supply in the village, time taken by DISCOM to raise first energy bill in favour of beneficiaries.
- 1.5 TPIA shall also oversee the Contract Management Part of PIA like contractual provisions of identifying defects and their communication to working agencies, timely rectification of defects, time line Assurance mechanism of PIA for rectification of defects, resolution of project related issues and action on delayed project. In their visit, they would give thrust on adherence on systems and procedures of RGGVY schemes by PIA and turnkey contractors. They would also ensure availability and awareness of project specific drawings, documents, quality assurance plans among all stakeholders in PIA, contractor staff/workers.
- 1.6 TPIA shall also see the progress of up-loading of monitoring observations and its compliance details including site photographs in RGGVY web portal

4.3 Stages and scope of inspection:-

The stage-wise scope of work will be as per RGGVY 12th plan guidelines.

4.4 Contract Price:-

The charges for the above works would be percentage of the total cost of the project quoted by the bidder as per order given to turnkey contractors. This contract price will be exclusive of Service tax or other taxes as applicable, if any. However, Payment will be based on the actual work done.

5. QUALIFICATION CRITERIA

5.1 The Technical bid of those bidders will be opened who have submitted requisite amount of Earnest Money.

5.2 Agencies enlisted by REC for TPIA vide letter no: - REC/RGGVY/XII Plan/2014/TPIA/4592 dated 28.10.2014 are only eligible to participate in the bid.

5.3 The agencies engaged for quality inspection under 12th Plan RGGVY in SBPDCL (quality checks under Level-Zero of QAM or TIER-I or TIER- II or TIER- III) are not eligible to participate due to conflict of interest arising out of inspection work / checks assigned to them.

5.4 Submission of complete set of duly filled forms & observing all required formalities.

5.5 Acceptance of all terms & conditions as per this RFP document.

6. FINANCIAL BID

6.1 The rates are to be quoted on percentage basis of the Awarded cost of the 10 projects to be done by Turnkey Contractor of SBPDCL under the RGGVY XIIth Plan. The rates should be firm and will be exclusive of Service tax or other taxes as applicable, if any. However, Payment will be based on the actual work done.

The awarded cost of the project and no. of villages to be inspected are given in the 'Annexure-B'.

7.0 VALIDITY OF TENDERS/BIDS

7.1 The tenders/bids submitted shall remain open for acceptance by the Purchaser/Owner for a period of 180 days from opening of Technical bid, during which period the tenderer shall not withdraw his offer or amend, impair or derogate there from.

7.2 A bid valid for a shorter period will be rejected by the owner as non-responsive.

7.3 In exceptional circumstances, the Owner may solicit the Bidder's consent for extension of the validity period. The Bank Guarantee submitted against Earnest Money as bid security shall also be extended by the same period.

7.4 A bidder granting the request will not be required or permitted to modify its bid.

8.0 Price

8.1 The Price Offer shall be for the assignment as per the terms of reference of Bid Proposal and shall remain FIRM throughout the period of contract. Quoted price will be on percentage basis of the awarded cost of 10 districts Turnkey Contract and shall be exclusive of service Tax or any other taxes, if any.

8.2 SBPDCL reserves the right to reject any offer in full or in part or to split the total work & award the work in smaller packages to more than one bidder. Smallest unit of award shall be one district.

9.0 EARNEST MONEY

9.1 The Earnest Money of Rs. 5 lacs (Rs. Five lacs) should be deposited in the form of unconditional & irrevocable Bank Guarantee or Bank Draft in favour of the **Sr. Manager (F &A), SBPDCL, Patna** and issued by any Nationalized Bank of India / Scheduled Bank in the form specified in the tender document.

9.2 The BG must be submitted in original to CE (Project-I) up to 13:00 hrs of 14.09.2015, failing which the tender will be rejected.

9.3 Cheques/fixed deposit receipts are not acceptable towards deposit of Earnest Money. Tenders accompanied with above (cheques or fixed deposit receipt) on account of Earnest Money will be considered as without Earnest Money.

9.4 No Earnest Money will be accepted after opening of tender.

9.5 The Earnest Money deposit will be refunded to each of the unsuccessful tenderer. In the case of the successful tenderer(s) it will be retained and no interest on Earnest Money will be payable.

9.6 After finalizing the tender, LOA will directly be issued to successful tenderer with 30 days' time to submit a contract performance guarantee/security Deposit as specified in the tender documents and execute the agreement. In the events, the successful tenderer fails to sign the contract agreement with SBPDCL within 30 days and fails to submit the contract performance guarantee as specified in this tender document, 15 days' notice will be given and after which LOA may be cancelled.

Earnest Money deposited may be forfeited to compensate damage to SBPDCL. The earnest money may also be forfeited if bidder withdraws the bid during the period of bid validity specified by the bidder. The Earnest Money of the successful tenderer shall be returned after furnishing the contract guarantee and execution of the contract agreement.

9.7 Any bid/tender not accompanied by Earnest Money will be rejected as non-responsive.

9.8 The bidder shall furnish the bank guarantee against the Earnest Money as part of its bid for the amount as specified above which shall be valid 60 days beyond the bid validity i.e. 240 days from the date of opening of Technical and Commercial Part.

9.9 This Earnest Money/B.G/Bid guarantee is required to protect the Owner against the risk of bidder's conduct which would warrant the guarantee forfeiture under the conditions detailed in the specification. This guarantee shall be made payable to the Owner without any condition whatsoever.

10.0 Contract Performance Guarantee /Security Deposit:

10.1 It will be 10% (ten percent) of the award value. For the Successful bidder the EMD (in case BG is submitted) shall be released upon acceptance of the Letter of Award and submission of the CPG/Security Deposit in the form *Bank Guarantee* or Bank Draft. In case the EMD is submitted in the form of Bank Draft and equivalent to the 10% of the Award value the same shall be converted as Security Deposit. If there is any gap between 10% of award value and EMD submitted in the form of DD the same shall be deposited by the contractor. In case of excess, SBPDCL shall return the excess amount over and above 10% value. The security deposit shall be submitted by the Contractor within 30 days from placement of the LOA. No interest shall be payable to the bidder on the amount of Security Deposit.

10.2 The CPG/ Security Deposit submitted by the successful bidder shall be returned within 60 days upon completion of all items of work as defined in Scope of work, submission of the Final Report and acceptance of the same by SBPDCL.

11.0 Tax Deduction at Source

11.1 Income Tax and any other taxes e.g. service tax etc on Works Contract Act, 1999, etc. as may be applicable from time to time during the currency of contract shall be deducted at source from the running bill(s).

12.0 Deviation

12.1 The contractor must comply with the Tender specification and all terms and conditions of contract. No deviation in the Terms & Conditions of the Contract shall be entertained unless specifically mentioned by the contractor in the bid and accepted by SBPDCL.

13.0 Award of Contract

13.1 SBPDCL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bidders' tender or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of SBPDCL.

14.0 Terms of Payment

The payment to the contractor for the performance of the contract will be made by Sr. Manager (F & A), SOUTH Bihar Power Distribution Co. Ltd. as per the conditions specified hereunder. The final payment will be made on completion of all works and on fulfillment by the contractor of all his liabilities under the contract.

14.1 Advance Payment (Optional):-

(a) Interest bearing mobilization advance @ 10 % of contract price shall be released in two equal installments of 5% each, first installment of 5% shall be paid against submission of irrevocable Bank Guarantee of equal amount issued by any Nationalized Bank/ Scheduled bank after entering into contract agreement and submission of CPG/Security Deposit. The validity of Bank Guarantee will be 2 months beyond the scheduled completion period which will be extended till recovery of entire advance amount.

The second installment of 5% shall be release against submission of irrevocable Bank Guarantee of equal amount issued by any Nationalized Bank/ Scheduled bank after entering into contract agreement and submission of CPG/Security Deposit. The validity of Bank Guarantee will be 2 months beyond the scheduled completion period which will be extended till recovery of entire advance amount.

The appointed agency must utilise first advance installment of 5% before requesting for second advance installment.

The BG shall be released after adjustment of principal & interest amount on pro rata basis from the successive bills.

In case, the Agency opts for this interest bearing advance payment, the interest on monthly outstanding amount of mobilization advance will be charged considering the rate of interest as per the State Bank Advance Rate (SBAR) prevailing as on thirty (30) days prior to Bid Opening date. The monthly outstanding amount for the purpose of calculation of interest shall

be worked out at the end of each calendar month against the progressive payment for the work done.

- (b) 80 % (eighty percent) of contract price will be paid on pro-rata basis depending upon the nos. of villages (along with HT/LT infrastructure, DTs, New PSS, augmentation of existing PSS, 33 & 11 KV lines, BPL connections etc.) inspected and verified by Electrical Executive Engineer and counter signed by Electrical Superintending Engineer, on submission of reports etc.

The payment will be made based on the cost of the infrastructure inspected in the village, PSS & line etc.

- (c) The balance 10% (ten percent) price shall be paid project/district wise after approval of closure of concerned project/district.
- (d) All the claims/ invoices for progressive payment shall be submitted to the CE (Project-I), SBPDCL, Patna for this contract, after verification by concerned Electrical Executive Engineer (Project) / Engineer-in-Charge duly countersigned by concerned Electrical Superintending Engineer (Supply) for payment.
- (e) TPIA shall conduct re-inspection of the site for rectification of defect. No payment shall be made for next and subsequent visits of villages to verify the rectification of defect.
- (f) The TPIA shall have to continue their service till completion of the projects.

15. Signing of Formal Contract Agreement

- 15.1 In the event of award, the successful bidder shall be required to enter into a contract agreement with SBPDCL on non-judicial stamp paper of the value as per the relevant act within 7 days from the date of letter of award.

16. Termination of Contract due to non performance.

If the TPIA fails to execute the work in accordance with the contract or neglect to execute/comply to the reasonable instructions given by SBPDCL may give 30 days notice in writing to make good the failure, neglect or contravention complained of. In case of failure to comply to the notice within 30 days of issue of the notice, SBPDCL may take penal actions such as invoking of Bank Guarantee submitted against mobilisation advance and termination of TPIA after forfeiture of CPG. Disciplinary actions such as debarment / blacklisting against non performance may also be taken up.

17. Sub-contracting

- 17.1 Agencies/Associates to whom work is awarded are not allowed to Sub-contract the work to any other parties either in part or full.

18. Completion Period

- 18.1 Completion period of TPIA shall be till the approval of the closure of the all turn-key projects under the scope of TPIA.

19. Intentionally left blank.

20. The TPIA shall make necessary arrangement at site for checking of earth resistance, conductor size, route length any other required parameter etc.
21. Inspection call for pre dispatch inspection of materials will be given in advance via letter/e-mail/fax/telephone.
22. Inspection report shall be submitted as per format of Quality Control Manual.
23. Infrastructure like accommodation of vehicle etc. shall be arranged by TPIA, at its own cost.
24. The requisite qualified manpower to carry out the inspection shall be arranged by TPIA and the inspection carried out is to be reported in the prescribed format from time to time as per schedule to be agreed by PQCC of SBPDCL.
25. All measuring instruments, ladders tools and tackles and digital camera etc. required for inspection and its transportation to the site are to be arranged by TPIA, at their own cost.
26. All consumables i.e. stationary photocopies, soft copies etc. required for the work shall be arranged by the TPIA.
27. Joint measurement of the created infrastructure will be done by TPIA with the turn key contractors.

28. Contract documents:-

SBPDCL will provide requisite data/ information required for the inspections by TPIA. It will include all the copies of contract agreements with executing agencies along with contract specification, BOQ's, drawings, survey schedule of activities and other documents relevant to the requirement of verification, supervision and monitoring activities.

Inspecting agency will collect all relevant documents with contract specification for each work and prepare a test schedule for technical inspection and physical verification of the work carried out by turnkey contractor. The test schedule will be included necessary measurement required to be undertaken.

29. USE OF CONTRACT DOCUMENTS AND OTHER INFORMATIONS

- i) TPIA shall keep all the knowledge and information (which is not within the public domain), which may be acquired during carrying out of this assignment, strictly confidential for all time and for all purpose. All final reports and other documents or software submitted by the TPIA in the performance of the services shall become and remain the property of SBPDCL.
- ii) TPIA shall not, without SBPDCL prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern sample or information furnished by or on behalf of SBPDCL in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall make in confidence and shall extend only as far as may be necessary for the purpose of such performance.
- iii) TPIA shall not, without SBPDCL prior written consent, make use any document or information enumerated in various contracts documents except for the purpose of performing the contract.

- iv) TPIA shall not communicate or use in advertising, publicity, sales releases or in other medium, photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from SBPDCL.
- v) Any, documents other than the contract itself, enumerated in various contract documents shall remain the property of SBPDCL and shall be returned to SBPDCL on completion of the work under the contract if so required by SBPDCL.
- vi) TPIA shall keep confidential and shall not, without the consent of SBPDCL unreasonably with divulge full or part off to any third party any documents, data or other information in connection with this assignment except where such information are of public domain or required under the statute of law.

30. Report

- i) Report submitted by Third Party Inspecting Agency (TPIA) will include the following & shall be in line with the guidelines issued by REC for Project monitoring & supervision of works under RGGVY:
 - (a) Report of defects noticed during inspection.
 - (b) Quantities check report. This will bring out the variation in the quantities and scope of work actually provided vis-à-vis the contract specifications.
 - (ii) The reports shall be given to the Contractor / Agency concerned for removal/ repair of defects and deficiencies with a copy to Engineer-in Charge, Electrical Superintending Engineer of concerned Electric Supply Circle and Chief Engineer (Project-I), SBPDCL, Patna.
 - (iii) Reports shall also be given in electronic format.
 - (iv) As per guidelines of REC, all reports are to be signed by PQCC and contractor. Therefore these specifications may invariably accompany the TPIA.
31. The inspecting agency will follow the technical specification given in the contract, REC specification and construction standards, relevant ISS and Indian Electricity Rules (IER)
32. After first inspection the TPIA will verify to ensure that the short comings, defects pointed out by them have been rectified by the turn key contractor. In case the defects have not been rectified within a period of one month the inspecting agency will report the same to SBPDCL.
33. TPIA will carry out the final inspection as usual and at the time of the final inspection the short comings / discrepancies of all the previous inspection will also be checked and verified. The defects and short comings in execution of work commenced after the previous inspection is also to be pointed out by the inspecting agency. No extra cost shall be payable to TPIA for next & subsequent visits.

34. Notice

All notices required or referred to under this Agreement shall be in writing and signed by the respective Authorized signatories of the parties mentioned herein above unless otherwise notified. Each such notice deemed to have been given if delivered or served by registered mail, speed post of Department of Posts, e-mail or by Courier services with an acknowledgement due to the other party.

35. Force Majeure

- 35.1 SBPDCL and Inspecting Agency shall ensure due compliance with the terms of this agreement. However no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to Force Majeure events which include fire, riot, strike, lockout, forces of nature, accident and act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within 72 hrs of occurrence to the other party to this effect. The services covered under this agreement shall be started as soon as the condition of force majeure ceases to exist against the particular party to this agreement.

36. Arbitration

- 36.1 Dispute under the agreement shall be settled by mutual discussion, failing this if any dispute, differences or controversy shall at any time arise between SBPDCL and TPIA, the same shall be referred to arbitration. Arbitration tribunal shall consist of a sole arbitrator to be mutually agreed upon by SBPDCL and TPIA. The provision of Indian Arbitration and Constitutional Act 1996 shall apply for such arbitration and the venue shall be Patna.

37. Jurisdiction of Courts etc.

- 37.1 All disputes / claims / counter claims for and / or against SBPDCL arising out of agreement contracts / orders between SBPDCL & TPIA shall be subject to the exclusive jurisdiction of Courts at Patna.

Annexure-A”

- A. 1. First inspection will be carried out by Bidder (called as INSPECTING AGENCY) as per schedule to be advised by SBPDCL, Defects/shortcomings in the works will be pointed out along with qualitative and quantitative checks. First quality and quantity check during execution of work shall be as follows:
- i) INSPECTING AGENCY will collect the copy of the contract agreement along with contract specification for each work, approved surveys and as executed line charts.
 - ii) INSPECTING AGENCY will follow the technical specifications given in the contract, relevant IS/IEC specifications & REC Specifications.
 - iii) The checks per village explicitly shall include the following:
 - a) Quality of erection work and quantity verification in respect of poles, conductor length, stay sets, disc & pin insulators, transformers, lightning arresters, earthing and number of service connections as per provisions of specifications, construction standards & work orders placed on the contractor.
 - b) Supervising on-site tests viz. earthing resistance & Meggering of distribution transformer, level of oil including leakage etc. as per requirement.
 - c) Visual check in terms of physical alignment of line, conductor sag, provision of insulators, safety guard at road crossings, provision of additional stay at tension points, transformer rating and fittings (whether galvanized or not) etc.
 - d) Earthing check at DP structure consisting of distribution transformer, sectionalizers & lightning arresters, and every 4th pole of 11 KV line.
 - e) Arrangement for measuring instruments, ladder and tools & tackles for above checking shall be arranged by the bidder.
 - iv) Report submitted by INSPECTING AGENCY will include the following & shall be in line with the guidelines issued by REC for Project monitoring & supervision of works under RGGVY:
 - a) Report of defects noticed during inspection.
 - b) Quantities check report. This will bring out the variation in the quantities actually provided vis-à-vis the Contract specifications.
 - c) Digital photographs of defects noted.
 - v) Copy of the report will be given to the contractor for removal / repair of defects and deficiencies.
 - vi) Reports shall also be given in Electronic format.
 - vii) Reports shall be in the formats as per Guidelines issued by REC in this regard.
2. INSPECTING AGENCY will carry out second inspection after confirmation from State Power Utilities that all the deficiencies have been rectified & the works have been completed. At the time of second inspection the shortcomings / discrepancies of the first inspection will also be checked and verified. In addition to the shortcomings / discrepancies already pointed out; defects/ shortcomings in execution of works after first inspection shall be pointed out by Inspecting Agency.
- a) A report shall be made on action taken by the contractor in removing the defects and deficiencies that were pointed out and submitted to SBPDCL.
 - b) The SBPDCL shall make available the list of villages for monitoring and supervision along with the relevant contract specification, approved BOQ drawings, surveys, copy of contracts, schedule of activities etc. required for monitoring and supervision.

“Annexure-B”

1) PROJECTS UNDER RGGVY XIIth PLAN SCHEME TO BE INSPECTED IN THE DISTRICT OF ARWAL, AURANGABAD, BHAGALPUR, BUXAR, JAMUI, JEHANABAD, KAIMUR, MUNGER, LAKHISARAI AND SHEIKHPURA UNDER SOUTH BIHAR POWER DISTRIBUTION COMPANY LIMITED.

S. No.	Name of District	Awarded cost of project (Rs. in Crores)	Total no. of Villages covered for House hold electrification			Total No of Habitations covered
			No of un-electrified villages to be electrified	No of electrified villages covered for household electrification	Total No. of villages covered	
1	2	3	4	5	6 (4+5)	7
1	Arwal	54.36	0	299	299	574
2	Aurangabad	220.14	84	1658	1742	3301
3	Bhagalpur	264.29	118	826	944	3308
4	Buxar	182.11	84	751	835	2888
5	Jamui	188.56	54	1192	1246	3318
6	Jehanabad	93.70	11	530	541	1485
7	Kaimur	165.19	42	1186	1228	3183
8	Munger	118.01	28	506	534	1626
9	Lakhisarai	101.44	24	338	362	1665
10	Sheikhpura	26.19	0	261	261	314
Total		1560.27	445	7547	7992	21662

TECH-1 Technical Proposal Submission Form

[Location, Date]

To: [*Name and address of Client*]

Dear Sir:

The undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope1.

We are submitting our Proposal in association with: [*Insert full name and address of associate if required*] we hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]...

Name and Title of Signatory...

Name of Firm...

Address:

FIN- 1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sirs:

I/We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the Percentage of the cost of the actual work done by Turnkey Contractor of SBPDDCL under the RGGVY Schemes *[Insert Percentage]*. This amount is inclusive of all costs i.e. Remuneration to their manpower, all travel, stay, out of pocket expenses, cost of producing documents, etc. except Service Tax or other tax, as applicable, if any, which shall be payable extra on quoted price.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

Note- Percentage must coincide with the ones indicated under Summary of Costs of Financial proposal in Form FIN-2.

FIN-2 SUMMARY OF COSTS

[Location, Date]

To: [Name and address of Client]

- 1) Percentage of the cost of the awarded cost of Turnkey Project of SOUTH Bihar Power Distribution Com. Ltd. under the RGGVY Schemes

= _____ (In figures)

= _____ (In words)

Above Prices are exclusive of Service Tax or other tax, as applicable, if any.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

UNDERTAKING QUALITY MONITORING WORKS UNDER RGGVY

1. Quality Monitoring as: Third Party Quality Inspection

2. Name of the state:

3. Number of Districts covered:

4. Number of villages covered:

5. Number of Site offices in the State proposed:

6. Number of Staff proposed to be deployed:

Head:
Senior Engineers:
Site Engineers:

a. Profile of the Head proposed:

Education Qualification proposed:

Prior Experience (no. of years):

b. Profile of the senior engineer proposed:

Education Qualification proposed:

Prior Experience (no. of years):

c. Profile of the site engineer proposed:

Education Qualification proposed:

Prior Experience (no. of years):

7. Any special training proposed for site engineers:

8. Whether exclusive transport facilities provided to site engineers without depending on the erection contractor:

9. Checks and Balances proposed for ensuring the works as per the standards:

10. Nodal point for Co-ordination of the site engineers:

a. At District level:

b. At State level:

11. Schedule for completion of assignment (no. of villages, district-wise in each quarter may be indicated)

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE
(To be submitted by the Bidder along with his Bid)
(To be stamped in accordance with stamp Act)

The non-Judicial stamp paper should be in the name of issuing bank.
Ref.....Bank Guarantee No.....

Date

To

Sr. Manager (F & A)
SOUTH Bihar Power Distribution Co. Ltd.
Vidyut Bhavan, J.L. Nehru Marg.
Patna- 800021,

Dear Sir,

In accordance with Invitation to Bid under your Specification against RFP No..... M/s..... having its Registered/Head Office at..... (Hereinafter called the 'Bidder') wish to participate in the said Bid or.....and you, as a special favour have agreed to accept an irrevocable and unconditional bank guarantee for an amount ofvalid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent for participation in the said Bid.

We, theBank at having our Head Office At..... (Local address) guarantee and undertake to pay immediately on demand by SOUTH Bihar Power Distribution Co. Ltd the amount of..... .. (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' should be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto..... and including@..... . If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s..... onwhose behalf this guarantee is issued

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of20 ... at

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.

Date

@ This date shall be sixty (60) days after the last date for which the bid is valid.

PERFORMA OF LETTER OF UNDERTAKINGS

(To be submitted by the Bidder along with his Bid)

(To be executed on no-judicial paper of requisite value)

Ref.....

Date

To,

Chief Engineer (Project-I)
SBPDCL, Patna, Vidyut Bhawan,
Jawaharlal Nehru Marg,
Patna-800 021

Dear Sir,

1. I*/We* have read and examined the following bid documents relating to the(Full scope of work)
 - a) Notice Inviting Tender.
 - b) Conditions of Contract
 - c) All the terms and conditions stipulated in the tender documents.
 - d) Technical Specification.
2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 360 days from the date of tender i.e. uptoI*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of SBPDCL agreeing to open my Bid and consider and evaluate the same for the purpose of award of work in terms of provision of tender specifications.

Should this Bid be accepted, I/We also agree to abide by and fulfil all the terms conditions of provision of the above mentioned bid documents.

Signature along with Seal of Co.

(Duly authorised to sign the Tender on behalf of the Bidder)

Name
Designation
Name of Co.
(In BlockLetters.)

WITNESS

Signature.....

Signature.....

Date.....

Date.....

Name &Address

Name & Address

.....

.....

.....

.....

*Strike out whichever is not applicable

