

Amendment-1 released on 10.09.2020 against Tender No. RECPDCL/TECH//2020-21/995 dated-26.08.2020

S. No.	Clause No.	Clause as per NIT/RFP	Amendment
1	Chapter-II, Pre-Qualification Criteria, (6 & 7)	<p>6. Bidder should have a minimum average annual turnover of Rs. 400 Crores (Rupees Four Hundred Crores) in consultancy businesses from its Indian operation separately during the last four (4) financial years namely, FY 2019-20, 2018-19, 2017-18, and FY 2016-17. (Attach audited annual accounts for the last 4 years)</p> <p>7. Bidder should have a positive Net-Worth from its Indian operations separately during the last four (4) financial years namely, FY 2019-20, 2018-19, 2017-18, and FY 2016-17 (Attach audited annual accounts for the last 4 years)</p>	<p>These clauses are amended as below:</p> <p>6. Bidder should have a minimum average annual turnover of Rs. 400 Crores (Rupees Four Hundred Crores) in consultancy businesses from its Indian operation separately during the last four (4) financial years namely, FY 2019-20, 2018-19, 2017-18, and FY 2016-17. (Attach audited annual accounts for the last 4 years)</p> <p>7. Bidder should have a positive Net-Worth from its Indian operations separately during the last four (4) financial years namely, FY 2019-20, 2018-19, 2017-18, and FY 2016-17 (Attach audited annual accounts for the last 4 years)</p> <p>In case audited balance sheet of FY 2019-20 is not available then balance sheet of FY 2015-16 shall be submitted by the bidder.</p> <p>Bidder shall also submit a duly signed & stamped CA certificate mentioning the turnover (in consultancy businesses) and net-worth for the respective financial years.</p>
2	Chapter-IV, Tender Evaluation (4.2-I-3) "Firm Experience"	<p>Firm experience (3): Experience in AMI/ Smart Metering in India: (7 marks)</p> <p>(A). Experience of supporting in rollout of smart metering/ AMI to distribution utilities/ implementation agencies/ system integrators. -1 mark for each assignment subject to maximum of 3 marks for (A)</p> <p>(B). Experience of carrying out market studies and market assessment to facilitate market entry for any agency. -1 mark for each assignment subject to maximum of 2 marks for (B)</p> <p>(C). Experience of carrying out feasibility assessment, creation of DPR, technology selection etc. -1 mark for each assignment subject to maximum of 2 marks for (C)</p>	<p>This clause is amended as below:</p> <p>Firm experience (3): Experience in AMI/ Smart Metering in India: (7 marks)</p> <p>(A). Experience of supporting in rollout of smart metering/ AMI to distribution utilities/ implementation agencies/ system integrators including pilot projects. -1 mark for each assignment subject to maximum of 3 marks for (A)</p> <p>(B). Experience of carrying out market studies and market assessment to facilitate market entry for any agency. -1 mark for each assignment subject to maximum of 2 marks for (B)</p> <p>(C). Experience of carrying out feasibility assessment, creation of DPR, technology selection etc. -1 mark for each assignment subject to maximum of 2 marks for (C)</p>

S. No.	Clause No.	Clause as per NIT/RFP	Amendment
3	Chapter-IV, Tender Evaluation, (4.2-I-1), "Firm Experience"	<p>I. Firm Experience (1): Experience in power distribution in India in last 5 years—with power distribution utilities, SEBs, Electricity Departments, Funding agencies, governments etc.</p> <p>(A). Experience of working with multiple states in consulting projects in power distribution and retail supply in areas of operations, project management, performance improvement, investments etc. for a continuous period of 12 months or more -0.5 marks for experience in each unique state subject to maximum 4 marks for (A)</p> <p>(B). Experience of successfully supporting clients in bid advisory in power distribution including Distribution Franchisee and Distribution licensee privatization -0.5 mark for each assignment subject to maximum of 2 marks for (B)</p> <p>(C). Experience of recent policy initiatives in power distribution with Ministry of Power, Forum of Regulators etc. in areas of content and carriage segregation, tariff reforms, payment security mechanisms etc. -1 mark for each assignment subject to maximum of 2 marks for (C)</p> <p>(D). Experience of advising private utilities in India -1 mark for each assignment subject to maximum of 2 marks for (D)</p>	<p>The clause is amended as below:</p> <p>Experience in power distribution in India with power distribution utilities, SEBs, Electricity Departments, Funding agencies, governments etc.</p> <p>(A). Experience of working with multiple states/ distribution utilities in consulting projects in power distribution and retail supply in areas of operations, project management, performance improvement, investments etc. for a continuous period of 12 months or more in last 5 years. -0.5 marks for experience in each unique state/ distribution utility subject to maximum 4 marks for (A)</p> <p>(B). Experience of successfully supporting clients in bid advisory in power distribution including Distribution Franchisee and Distribution licensee privatization in last 10 years. -0.5 mark for each assignment subject to maximum of 2 marks for (B)</p> <p>(C). Experience of recent policy initiatives in power distribution with Ministry of Power, Forum of Regulators etc. in areas of content and carriage segregation, tariff reforms, payment security mechanisms, divestment, asset takeover/business acquisition etc. in last 5 years. -1 mark for each assignment subject to maximum of 2 marks for (C)</p> <p>(D). Experience of advising private utilities in India in last 5 years. -1 mark for each assignment subject to maximum of 2 marks for (D)</p> <p>For evaluation of Firm Experience criteria, the start & completion of an assignment shall fall within the range of no. of experience years stipulated ending on the last date of bid submission.</p>
4	Chapter-IV, Tender Evaluation, (4.2-II-5), "Team Experience and Qualifications"	<p>AMI Expert: Qualification: B.E./B.Tech with MBA/PGDM equivalent</p>	<p>The clause is amended as below:</p> <p>AMI Expert (Qualification): -B.E./B.Tech with 1. MBA/ PGDM equivalent OR 2. M.Tech/ MS</p>

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5	Chapter-IV, Tender Evaluation, (4.2- Note 3 & 4)	<p>Tender Evaluation: 4.2 Part-1. Technical bid evaluation</p> <p>Note: 3. Bidder is required to submit the copy of Work Order/Contract along with Completion Certificate issued by the authorized representative of client in support of the requisite experience. In case of ongoing assignment, a certificate issued by the client shall be submitted mentioning that the services are being rendered satisfactorily as per the scope of work.</p> <p>4. For each experience criteria, separate Work Orders/ Assignments shall be submitted for evaluation. A single assignment shall not qualify for marks against two different experience criteria.</p>	<p>These clauses are amended as below:</p> <p>4.2 Part-1. Technical bid evaluation</p> <p>Note: 3. Bidder is required to submit the copy of Work Order/Contract along with Completion Certificate issued by the authorized representative of client in support of the requisite experience or clear proof of payment received. In case of ongoing assignment (nearing completion i.e. works of 75% value are completed & corresponding payment received), a certificate issued by the client shall be submitted mentioning that the services are being rendered satisfactorily as per the scope of work or clear proof of payment received.</p> <p>4. For each experience criteria, separate Work Orders/ Assignments shall be submitted for evaluation. A single assignment shall not qualify for marks against two different experience criteria. However, in case of a composite Work Order, if the multiple scope & assignments along with requisite manpower are clearly defined in the LOA, then such composite Work Order can be considered for different relevant experience criteria subject to submission of proof of completion as stated in Note-3 above.</p>
6	Chapter-IV, Tender Evaluation, (4.2-1-2), "Firm Experience"	<p>Firm Experience: 2. Experience in Renewable Energy in India in last 5 years</p> <p>(A). Experience of developing central and state level Renewable Energy policies -0.5 mark for each assignment subject to maximum of 2 marks for (A)</p> <p>(B). Experience of carrying out state specific market assessment for market entry or portfolio expansion for RE business in India to utility scale project developers -1 mark for each assignment subject to maximum of 2 marks for (B)</p> <p>(C). Experience of business planning and financing support of RE business to expand portfolio for utility scale project developers in</p>	<p>This clause is amended as below:</p> <p>Firm Experience: 2. Experience in Renewable Energy in India in last 5 years</p> <p>(A). Experience of developing central and state level Renewable Energy policies/regulations -0.5 mark for each assignment subject to maximum of 2 marks for (A)</p> <p>(B). Experience of carrying out state specific market assessment for market entry or portfolio expansion for RE business in India to utility scale project developers -1 mark for each assignment subject to maximum of 2 marks for (B)</p> <p>(C). Experience of business planning and financing support of RE</p>

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		India -1 mark for each assignment subject to maximum of 2 marks for (C) (D). Evaluating strategic fit of new opportunities in Renewable Energy for power sector for CPSUs -1 mark for each assignment subject to maximum of 2 marks for (D)	business i.e. providing financial advisory to expand portfolio for utility scale project developers in India -1 mark for each assignment subject to maximum of 2 marks for (C) (D). Evaluating strategic fit of new opportunities in Renewable Energy for power sector -1 mark for each assignment subject to maximum of 2 marks for (D)
7	Chapter-IV, Tender Evaluation, (4.2-II-2), "Team Experience and Qualifications"	Project Manager: Qualification: B.E./B.Tech with MBA/PGDM equivalent (Finance)	This clause is amended as below: Project Manager: Qualification: -B.E./B.Tech with 1. MBA/PGDM equivalent
8	Annexure-J, Pg. No. 47	BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT	Revised format of Annexure-J after correction of typographical errors is enclosed with this amendment. Bank details of RECPDCL are as below: Name of Bank & Branch: IDFC First Bank Limited, Wholesale Banking Outlet, Express Building, 2nd Floor, 9-10 Bahadur Shah Zafar Marg, New Delhi-110002 Bank Account Name: REC Power Distribution Company Limited Bank Account Number: 10000697415 Bank IFSC Code No: IDFB0020101
9	Chapter-II, Pre-Qualification Criteria, (2)	Pre-Qualification Criteria: 2. The Bidder should submit the EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) in form of Demand Draft/Bank Guarantee drawn from an Indian Scheduled Commercial Bank in favor of 'REC Power Distribution Company Limited' payable at New Delhi. (Submit original EMD)	Following is added to the clause: Bidder may also deposit the EMD amount in RECPDCL's bank account through NEFT/RTGS. However, bidder shall ensure that the amount is remitted before the last date & time of the submission of bid, failing which, RECPDCL reserves right to reject such bid. Further, no interest shall be payable to the bidder on returning of EMD by RECPDCL as per provisions of the RFP. Bidder shall submit the proof of NEFT/RTGS transaction towards EMD in online bid also. Bank details of RECPDCL are as below: Name of Bank & Branch: IDFC First Bank Limited, Wholesale Banking Outlet, Express Building, 2nd Floor, 9-10 Bahadur Shah Zafar Marg, New Delhi-110002

S. No.	Clause No.	Clause as per NIT/RFP	Amendment
			Bank Account Name: REC Power Distribution Company Limited Bank Account Number: 10000697415 Bank IFSC Code No: IDFB0020101
10	Chapter-III, Detailed Scope of Work, (3.2.2-ii)	Provide technical and financial advisory on all aspects pertaining to Distribution Segment through proper documentation/ report duly supported by the consulting organization as a whole and not just as individual opinion. Preparation and updating cost data/ annual tariff filing/fulfilling regulatory requirements etc.	This clause is amended as below: Provide technical and financial advisory on all aspects pertaining to Distribution Segment through proper documentation/ report duly supported by the consulting organization as a whole and not just as individual opinion. This is applicable for reports/ documentation to be provided by the Consultant for other domains as well i.e. RE, AMI, international business etc.
11	Chapter-IV, Tender Evaluation, (4.2-II-1), "Team Experience and Qualifications"	Team Experience and Qualifications: 1. Project Director: Qualification: B.E./B.Tech with MBA/PGDM equivalent	This clause is amended as below: Project Director: Qualification: B.E./B.Tech
12	Annexure-C, Pg. No. 40	UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS Along with TERMS & CONDITIONS: I/We hereby undertake that I/We shall meet all business requirements of RECPDCL and shall provide the same solution as proposed in the bid document during contract period. In case of a default, RECPDCL can levy liquidated damages on ourselves as per tender terms and conditions. I/We hereby declare that our company/ organization has not been blacklisted, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years..... For any breach I/ We shall be deemed to be solely responsible for the same and unconditionally agree to any liquidated and/or penal provisions levied on me/ us in this regard by RECPDCL without any contest from my/ our side.	Following para of Annexure-C is revised: I/We hereby declare that our company/ organization is not blacklisted, debarred, banned or disqualified by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India. The revised format of Annexure-C is enclosed with this amendment.

UNDERTAKING
(BOTH - ONLINE and HARDCOPY)

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS
Along with TERMS & CONDITIONS

(To be submitted on Rs.100 Stamp paper issued in Delhi-NCR/States where bidder's office is located duly signed by the authorized signatory duly signed by the authorized signatory of the bidder)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance 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. I/We understand that the scope of work may undergo minor changes as per prevailing RECPDCL requirements at the time of award and/or signing of contract.

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 that I/We understand that the RECPDCL reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender 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 to provide the services and undertake to be the single point of contact for RECPDCL for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document

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 RECPDCL. In case of a failure to comply and/or a variation, RECPDCL has 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 One Hundred and Eighty 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 bid validity period formally withdraw my/our response in writing with a notice period of seven working days 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 tender document as an acceptance and compliance 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 understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any.

I/We hereby undertake that I/We shall meet all business requirements of RECPDCL and shall provide the same solution as proposed in the bid document during contract period. In case of a default, RECPDCL can levy liquidated damages on ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization is not blacklisted, debarred, banned or disqualified by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, RECPDCL has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

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

I/We hereby undertake that I/ We have no conflict of interest by bidding in this tender with the said assignment in case the same is established, I / We hereby undertake and deemed to be debarred from not only this tender but all other tenders of RECPDCL as decided by RECPDCL at its discretion. Further, without RECPDCL's prior written consent, I/We will not disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECPDCL or get access to in connection therewith, to any person other than a person employed by the me/us in/ for 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 only. For any breach I/ We shall be deemed to be solely responsible for the same and unconditionally agree to any liquidated and/or penal provisions levied on me/ us in this regard by RECPDCL without any contest from my/ our side.

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT

This deed of Guarantee made this day of 2020 by
..... **(Name of the Bank)** having one of its
branch at acting through its Manager (hereinafter called the "Bank") which
expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Distribution Company Ltd.,
registered under the Companies Act, 1956, having its registered Office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003 (hereinafter
called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited bids vide their Tender Notice No: Dated
to be opened on AND WHEREAS M/s
(Name of Tenderer) having its office at
..... (hereinafter called the "Tenderer"), has/have in response to
aforesaid tender notice offered to do the job of providing 'Portfolio and program management support' to RECPDCL as contained in the tender.

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

AND WHEREAS, we **(Name of Bank)** have at the request of the
tenderer agree to give RECPDCL this as hereinafter contained.

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

We further agree as follows:

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

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

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

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

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

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