



आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड
REC POWER DISTRIBUTION COMPANY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)
CIN no. of RECPDCL- U40101DL2007GOI165779

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EOI No: RECPDCL/Tec/EOI/Empanelment/2015-16/3102

Dated: 29.01.2016

Notice Inviting Expression of Interest (EOI)

(Invited through e-Tendering mode only)

For Empanelment of Agencies for LED Lighting Based Energy Efficiency Projects

REC Power Distribution Company Limited

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

Under the Ministry of Power, Govt of India)

CIN No. of RECPDCL - U40101DL2007GOI165779

Corporate office

10th Floor, 1016-1023,
Devika Tower, Nehru Place,
New Delhi-110019
Telephone: (011) 44128755
Telefax: 011-44128768
Website: www.recpdcl.in

Description of task, e-tender submission format and procedure is provided in the EOI available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.com), e-tendering website (www.tenderwizard.com/REC)

Important Dates	
Date of Release of EOI	29.01.2016
Date of seeking queries/Pre-Bid Meeting	08.02.2016 at 11:00 Hours
Last date of submission of EOI	26.02.2016 up to 15:30 Hours
Date of Opening of EOI	26.02.2016 at 16:00 Hours

Note: Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process.

-Sd-
(S.C. Garg)
Addl. C.E.O.

[This document is meant for the exclusive purpose of Agencies against this EOI and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.]

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SECTION-I

Important Information:

Sl. No.	Event	Information to the Agencies
1	Date of Release of EOI	29.01.2016
2	Date of seeking queries/Pre-Bid Meeting	08.02.2016 at 11:00 Hours
3	Last Date for online Submission of EOI	26.02.2016 up to 15:30 Hours
4	Date of Opening of EOI response	26.02.2016 at 16:00 Hours
5	EOI document	The details can be downloaded free of cost from the websites: www.recpdcl.in (or) www.recindia.com (or) www.eprocure.gov.in .
6	Date & Time of presentation	Will be intimated later after evaluation of eligibility / qualification criteria as per EOI.
7	Processing Fee (Non-refundable)#	For Category-A: ₹ 30,000/- (Rupees Thirty Thousand Only) For Category-B: ₹ 20,000/- (Rupees Twenty thousand Only) For Category-C: ₹ 10,000/- (Rupees Ten Thousand Only)
8	Address for communication	REC Power Distribution Company Limited., 10 th Floor, 1016-1023, Devika Tower, Nehru Place, New Delhi-110019, India. Phone : +91-11-44128752/57, Telefax : +91-11-44128768, Email: co.delhi@recpdcl.in
9	Contact Person	Shri. Ajay Kumar, Chief Technical Officer REC Power Distribution Company Limited (RECPDCL) Phone:011-44128767; Fax:011-44128768 Email: co.delhi@recpdcl.in Shri. Sunil Bisht, Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone:011-44128760; Fax:011-44128768 E-mail: co.delhi@recpdcl.in
10	Period of empanelment	Initially for a period of two years which may further be renewed as per the sole discretion of RECPDCL.

Required processing fee is to be submitted by all the participating bidders, of value as per respective Category for which EOI response is submitted, only in the form of demand draft issued in favor of "REC Power Distribution Company Limited" and payable at New Delhi. If the response is not accompanied with the prescribed processing fee or if the processing fee attached with the response is not in order, then that response shall be liable to be summarily rejected. Processing fee shall be non-refundable.

SECTION-II

PREFACE

INTRODUCTION:

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

RECPDCL is engaged in providing value added consultancy services in power sector arena covering Power Generation, Transmission & Distribution (T&D), Renewable Energy Sector and Energy Efficiency programs including Govt. of India’s schemes for power utilities across the country and various regulatory assignments with CERC/SERCs. It includes the project works under Rural Electrification, urban electrification, PMC works, DPR preparations under various schemes of Govt. of India, and other power project schemes, Third Party Inspections, Feeder Renovation Programme, Feeder Separation, HVDS Programme, Lender’s Engineers Assignment, IT related assignments in Distribution sector including Energy Audit, Evaluation study for HVDS/Distribution network, AT&C Loss assessment, System study, MRI based billing and Cost Book Data Preparation as per the need of the power utilities, State/Central Electricity Regulatory Commission across the country.

SECTION-III

INTENT AND OBJECTIVES

RECPDCL is inviting Expression of Interest (EOI) along with the information as required for the detailed evaluation from the prospective agencies who can participate in this empanelment process as per the eligibility criteria and terms & conditions mentioned in this EOI.

RECPDCL encourages participation of the agencies which are technically and professionally qualified in the sector of LED Lighting Based Energy Efficiency Projects with experienced personnel and resources to provide the services required by the RECPDCL in timely and efficient manner.

The objective of this empanelment will be broadly to work in the area of LED based “Solar” or “without solar/grid connected” lighting systems, including design, supply, erection/installation/retrofitting in place of conventional lights, testing, commissioning, operation and maintenance in different application areas such as street lights, Buildings, houses etc. in different towns, cities, villages including remote villages in hilly, desert and forest areas across the country. However, the detailed scope of work will be finalized on case to case basis by RECPDCL at its sole discretion while seeking financial quote from the empanelled agencies.

Agencies will be empanelled for said area of work as per **eligibility criteria as detailed in Section-IV.**

SECTION-IV

Categories of Empanelment & Corresponding Eligibility/ Qualification Criteria

Average Annual Turnover and Project Completion Criteria

Table-1

Category	Average annual turnover in last three financial years (in Rs.)	Minimum value/project cost of any single/two/three LED Lighting Project(s) of similar nature executed successfully in past seven years (in Rs.)
Category-A (Large Business)	₹ 15 Crores & above	Single Project of Minimum ₹ 17.14 Crores Or Two Projects of Minimum ₹ 10.71 Crores or Three Projects of Minimum ₹ 8.57 Crores
Category-B (Medium Business)	₹ 5 Crores & above	Single Project of Minimum ₹ 5.17 Crores or Two Projects of Minimum ₹ 3.57 Crores or Three Projects of Minimum ₹ 2.86 Crores
Category-C (Small Business)	₹ 50 Lakhs & above	Single Project of Minimum ₹ 57 Lakhs or Two Projects of Minimum ₹ 36 Lakhs or Three Projects of Minimum ₹ 29 Lakhs

NB: Bidder has to specify clearly, the Class in which they intend to get empanelled with RECPDCL.

LED Lighting Projects of similar nature means: Design, supply, erection/installation/retrofitting in place of conventional lights, testing, commissioning and/or operation and maintenance of LED based “Solar” or “Without Solar/Grid Connected” lighting systems in different areas of applications such as Street Lights in Municipal/ Civic areas, Commercial Buildings, Offices, Institutions or any other area for any Central Government/ State Government/ Semi-Government Organization/ Public Sector Undertaking (PSU) in India.

It is to be noted that the only “supply of LED based lights, fixtures/modules and other accessories” shall not be considered for evaluation under project completion criteria.

S. No.	Minimum Qualification Criteria	Documents Required
1	<p>Bidder should be a company incorporated under Companies Act, 1956.</p> <p>In case, bidder is a Consortium/ Joint Venture Firm of two companies, both members of the Consortium/JV should be registered individually in India under Companies Act, 1956.</p>	<p>Certificate of Incorporation issued under Indian Companies Act 1956 from Registrar of Companies to be submitted.</p>
2	<p>Bidder's average annual turnover for last three financial years (FY 2014-15, 2013-14, 2012-13) should be as detailed in Table-1 above in respect of Categories i.e. A, B & C for which EOI response is submitted.</p> <p>For Consortium/ Joint Venture Firm, both the partners shall collectively meet the turnover criteria in the ratio of 50:50.</p>	<p>Audited balance sheet of last three FY 2014-15, 2013-14, 2012-13 is to be submitted with summary as cover page on company's letterhead.</p>
3	<p>Bidder should be profitable for at least two of the last three financial years (FY 2014-15, 2013-14, 2012-13).</p> <p>For Consortium/ Joint Venture Firm, both the partners shall be profitable for at least two of the last three financial years (FY 2014-15, 2013-14, 2012-13).</p>	
4	<p>Bidder should have successfully executed similar LED lighting based energy efficiency project(s) in India for any Central/ State Government/ Semi Government/ Public Sector Undertaking in last seven years, having project cost as detailed in Table-1 above in respect of Categories i.e. A, B and C for which EOI response is submitted and bidder (at least one member in case of Consortium/Joint Venture Firm) itself is a domestic manufacturer of LED based lights for past three years.</p>	<p>Bidder should submit copy of (i) Work order (ii) Payment receipts (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/release of final payment against the contract (v) Certificate for successful completion of work/Performance report by the client. Any three documents are required to be submitted to substantiate the successful execution of work.</p> <p>Excise Registration Documents to support in regard of domestic manufacturer of LED based lights. Firm/factory registration Certificate under Indian Factories Act 1948. Bidder should submit details of in-house facilities for manufacturing LED Luminaries which shall include in-house SMT, wave soldering set up, test facility for measurement of luminous flux & luminous intensity etc.</p>

5	Bidder (Lead Member in case of Consortium/Joint Venture Firm) should have at least 03 BEE (Bureau of Energy Efficiency) certified Energy Auditors/ Energy Managers as on date of submitting the EOI response.	Details of BEE certified Energy Auditors/ Energy Managers with relevant documents/ certificates to be furnished.
6	Bidder (Lead Member in case of Consortium/Joint Venture Firm) should have at least 02 Financial Management Experts for preparation of financial modelling in Detailed Project Reports (DPRs) as on date of submitting the EOI response.	A detailed CV of Financial Management Experts to be submitted.

General Conditions for Consortium/Joint Venture Firms:

1. Member of any Consortium/Joint Venture Firm shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture Firm in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder. Number of members in a Consortium/ Joint Venture Firm shall not be more than **TWO**.
2. In case of Consortium/Joint Venture Firm, ‘Lead Member’ should be the agency which has successfully executed similar LED lighting project(s) in India for any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking (PSU) in last 07 years having project cost as detailed in Table-1 above in respect of Categories i.e. A, B & C for which EOI response is submitted whereas other partner in Consortium/JV should be a domestic manufacturer of LED based lights for past three years. However, if manufacturer itself intends to execute the LED lighting projects, it can also act as a ‘Lead Member’ subject to qualifying the above criteria.
3. All formalities in respect of submission of tender shall be done only in the name of ‘Lead Member’ and not in the name of Consortium/Joint Venture Firm. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.
4. A copy of Memorandum of Understanding (MOU) executed between the members of Consortium/JV shall be submitted along with the tender. The complete details of the members of the Consortium/ Joint Venture Firm, their share and responsibility in the Consortium/JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
5. Once the EOI response is submitted, the MOU shall not be modified / altered/ terminated during the period of empanelment with RECPDCL including any extension thereafter by RECPDCL or validity of any work order awarded to the said Consortium/Joint Venture Firm. In case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG) shall be liable to be forfeited.
6. A duly notarized agreement of Consortium/Joint Venture Firm shall be executed between the ‘Lead Member’ and Consortium/JV Partner as per prescribed format given in **Annexure-VIII**. This Agreement should be submitted in original with EOI response.

7. **Authorized Member of Consortium/Joint Venture Firm:** 'Lead Member' shall be authorized on behalf of Consortium/Joint Venture Firm to deal with the tender/RECPDCL, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Consortium/Joint Venture Firm.
8. Required processing fee shall be submitted either by the 'Lead Member' or by the 'Joint Venture/Consortium Firm' itself. In case of submission of processing fee by the 'Lead Member', a duly signed confirmation shall be furnished as per **Annexure-VI** to the effect that processing fee submitted by 'Lead Member' should be deemed as processing fee submitted by the Consortium/Joint Venture Firm.
9. Duration of MOU and Consortium/JV Agreement shall be valid during the entire Empanelment period and any extension thereafter /currency of the contract including the period of extension, if any
10. Any change in constitution of Consortium/Joint Venture Firm shall not be allowed.
11. On award of any contract to the Consortium/ Joint Venture Firm, a single Performance Bank Guarantee shall be submitted by the Consortium/ Joint venture Firm as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, Bank Guarantee for Mobilization Advance etc. shall be accepted either only in the name of 'Lead Member' or in the name of 'Joint Venture/Consortium Firm' and no splitting of guarantees among the members of Consortium/JV shall be permitted.
12. Members of the Consortium/Joint Venture Firm shall be jointly and severally liable to the RECPDCL for execution of the project/ Work/ Assignment etc. The Consortium/JV members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof.
13. **Governing Laws for Consortium/ Joint Venture Firm:** The Consortium/JV Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

SECTION-VI

SCOPE OF WORK

Scope of work for empanelled agencies may be as below:

1. Empanelled agencies **broadly** would be required **but not limited** to following:

To work in the area of LED based “Solar” or “without solar/grid connected” lighting systems, including design, supply, erection/installation/retrofitting in place of conventional lights, testing, commissioning, operation and maintenance in different application areas such as street lights, Buildings, houses etc. in different towns, cities, villages including remote villages in hilly, desert and forest areas across the country. However, the detailed scope of work will be finalized on case to case basis by RECPDCL at its sole discretion while seeking financial quote from the empanelled agencies.

Note: LED based lights, fixtures/modules and other accessories supplied by the agency shall conform to latest Indian/International Standards as applicable.

Further, scope of work may also include following:

2. Retrofitting of LED based lights may also include the dismantling, handling and/or buyback the existing conventional lights & fixtures.
3. Supplier may also be required to provide comprehensive on-site warranty (for a definite time period i.e. 2-8 years etc.) for all retrofitted LED luminaries. Period of warranty will be fixed as per the requirement of the project and will be mentioned in the Notice Inviting Financial Bid.
4. Empanelled agencies may also be required to conduct the energy audit to assess the potential of energy savings in a specific project by deploying their BEE (Bureau of Energy Efficiency) certified Energy Auditor(s). A detailed report on energy savings will be required to be submitted by the agency based on the energy audit conducted.
5. Any empanelled agency, to which work is awarded later on, may have to conduct a detailed field survey before implementation of the project. Deliverables of detailed field survey shall be as below but not limited to:
 - A. Assessment of existing conventional lighting installations – to compile type, wattage and number of luminaires of each type and wattage connected to each switching point along with identification of Switching Points and individual Poles. Type and height of the Poles should also be known to assess the requirement of appropriate ladder mounted vehicles.
 - B. Assessment of infrastructure components like bracket, arm, clamps, requirement of wire/cable for connection of LED luminaries up to power supply point or any other component required to integrate new LED luminaries into existing fixtures etc.

- C. To obtain the Area Street Maps and to mark the roads on which LED Street Lights are to be installed on the Area Street Maps.
7. Transportation of goods up to destination and storage of the same till installation at the desired location in such works shall be sole responsibility of the agency to which the work has been awarded. Goods shall be fully insured in Indian Rupees by the agency itself.
8. RECPDCL intends to execute LED lighting projects through any of the following mechanisms:
- A. **ESCO Model:** RECPDCL would take up LED Lighting Based Energy Efficiency Projects which will be executed through ESCO (Energy Service Company) Model thereby facilitating 'No' or 'Minimum Upfront Cost' to the clients. Financial structure of this model may be as below:
- I. Financing required for implementation of the project will be arranged completely by RECPDCL.
- OR
- II. Supplier would be required to arrange complete financing for the project.
- OR
- III. Supplier would be required to share a part of the upfront cost and resulting profit from the project with RECPDCL. Ratio of share will be decided based on pre-evaluation of project through mutual agreement between supplier and RECPDCL. It may vary case to case.
- B. **EPC/Turnkey Model:** RECPDCL would also take up LED Lighting Projects based on EPC/Turnkey Model. In such cases, supplier would be required to design, supply & install/retrofit LED based lights. Payment terms for such projects will be defined clearly in the notice inviting financial bid. Selection of suitable agency for such projects will be based on limited tender among all empanelled agencies.
- Note:** RECPDCL reserves right to add/delete/modify the scope of work as per requirement of the project.

SECTION-VII

Instructions to Agencies

The submission and opening of Bids will be through e-tendering process. Agency shall submit their responses online through e-tendering website www.tenderwizard.com/REC

A. Agency can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal www.recpdcl.in or www.recindia.com or eprocure.gov.in and e-tendering registered link given in RECPDCL website i.e. www.tenderwizard.com/REC

(Note: To participate in the e-Bid submission, it is mandatory for agency to have user ID & Password. For this purpose, the agency has to register itself with RECPDCL through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token for applying in the Bid. In this connection vendor may also obtain the same from tender Wizard).

Steps for Registration

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

Note: Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may takes 24 hours subject to the submission of all requisite documents required in the process. It is sole responsibility of the bidder to register in advance.

B. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC> free of cost. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address is given at the Bid.

Bid to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

C. The Agency qualifying the minimum eligibility criteria mentioned in **Section -IV** should upload duly signed and scanned soft copy of Bid documents given below (as applicable) for the pre-qualifying response:

1. Eligibility / Qualification Criteria Documents.
2. Responder's particulars (on Letter Head) as per **Annexure-I**
3. Brief on Assignments as per **Annexure-II**
4. Organization chart as per **Annexure-III**
5. Details of Methodology and work plan proposed as per **Annexure-IV**

6. Required processing fee of value as per respective Category for which EOI response is submitted, in the form of demand draft issued in favor of “REC Power Distribution Company Limited” and payable at New Delhi. (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
7. Duly signed confirmation as per **Annexure-VI** against processing fee submitted by the ‘Lead Member’ on behalf of Consortium/Joint Venture Firm.
8. Undertaking towards not being black-listed as per **Annexure-VII**
9. Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm
10. Duly notarized Agreement for Consortium/ Joint Venture Firm as per **Annexure- VIII** respectively (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
11. Duly notarized Power of Attorney as per **Annexure-IX** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
12. Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-X**
13. Integrity Pact as per **Annexure-XI** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

Note: All the above documents should also be submitted in hard copy arranged in order, duly numbered, legible, signed and stamped by the authorized signatory and addressed

To,

**Addl. Chief Executive Officer,
REC Power Distribution Company Ltd.
10th Floor, 1016-1023,
Devika Tower, Nehru Place,
New Delhi – 110019**

Section-VIII

GENERAL TERMS & CONDITIONS

1. The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids of bidders fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. Each bidder should submit **ONLY SINGLE** bid/response as per fulfilling the eligibility criteria given in Section-IV.
3. RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summary rejection of the bid.
4. The bidder shall ensure that deputed personnel are trained and experienced for jobs as defined in scope of work for ensuring the high quality and correctness of jobs so that job is carried out in a highly professional and sound managerial manner.
5. Empanelment shall be initially for a period of two years, which may further be renewed at the sole discretion of RECPDCL.
6. Empanelment with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tenders etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
7. RECPDCL may consider making either one or separate panel of agencies covering above said work/project.
8. RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.
9. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this EOI.
10. RECPDCL reserves the right to cancel or annul the Expression of Interest (EOI) at any stage and call for fresh EOI and/or tender for any and /or all of the categories for any of the projects of RECPDCL.
11. RECPDCL reserves the right to call for fresh tenders at any stage and/or time for any and /or all of the categories as per the present and/or envisaged RECPDCL project requirements, even if the EOI is in evaluation stage or the responders have been empanelled.
12. RECPDCL reserves the right to modify, expand, restrict, scrap, re-float the expression of interest and float a tender without assigning any reason for the same.
13. RECPDCL at its discretion may use the complete proposed solution and/or a part of, technical specifications as submitted by any responder(s) with the response(s) for further stages. The said usage

does not confer any right and/or claim of any sort and/or manner on the responder(s) for this EOI and/or tender irrespective of the outcome of this EOI.

14. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the EOI process.
15. Organization chart of key personnel with name, designation, contact no./Mobile no., E-mail id along with available infrastructure/equipment for execution of proposed work should be submitted as **Annexure-III**.
16. RECPDCL reserves right at its discretion to delist empanelled agencies, who does not participate four times in the financial bid invitation.
17. RECPDCL reserves the right to withdraw the work & get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded. Further, the said agency may be black-listed for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black-listing to various state/central utilities/ Ministry of Power/ State Governments/ Other agencies not to consider the said agency for any assignment including of the same on websites.
18. **Processing Fee:** The EOI shall be accompanied with non-refundable processing fee of value as per respective Category for which EOI response is submitted, in the form of demand draft issued in favor of "REC Power Distribution Company Limited" and payable at New Delhi. If the response is not accompanied with the prescribed processing fee or if the processing fee attached with the response is not in order, then that response shall be liable to be summarily rejected. Processing fee shall be non-refundable.

Category of Empanelment	Amount of Processing Fee
Category-A	₹ 30,000 (Rupees Thirty Thousand Only)
Category-B	₹ 20,000 (Rupees Twenty Thousand Only)
Category-C	₹ 10,000 (Rupees Ten Thousand Only)

19. **Security Deposit against empanelment period:** A Security Deposit of value as given below is to be submitted on acceptance of Empanelment with RECPDCL in form of Demand Draft / Bank Guarantee as per **Annexure-V** issued in favor of "REC Power Distribution Company Ltd" and payable at New Delhi valid for empanelment period i.e. 02 years plus 03 months claim period. In case of extension of the empanelment period, the validity of Bank Guarantee shall be extended accordingly as required by RECPDCL.

Category of Empanelment	Amount of Security Deposit against Empanelment Period
Category-A	₹ 3,00,000 (Rupees Three Lakhs Only)
Category-B	₹ 2,00,000 (Rupees Two Lakhs Only)
Category-C	₹ 1,00,000 (Rupees One Lakh Only)

20. **Earnest Money Deposit (EMD):** At present no EMD is to be submitted. However, EMD will be payable to RECPDCL at the time of inviting financial bids from Empanelled agencies (EMD being refundable) issued in favor of "REC Power Distribution Company Ltd" and payable at New Delhi.
21. **Performance Bank Guarantee (PBG):** Later, in case of award of any contract, agency shall furnish

Performance Bank Guarantee of 10% value of the contract price in the form of an unconditional irrecoverable Bank Guarantee in the prescribed format and as per terms of the said contract. In case of Consortium/Joint Venture Firm, full Performance Bank Guarantee i.e. 10% of the value of awarded contract shall be furnished by either by the 'Lead Member' or the 'Consortium/Joint Venture Firm'.

22. The companies/firms banned or blacklisted by Govt. / Pvt. Institutions in India will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted as per **Annexure-VII**.
23. A power of attorney as per **Annexure-IX**, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of empanelment with RECPDCL including any extension thereafter or validity of any work awarded to the said empanelled agency.
24. At later stage, during invitation of financial bids etc. from successful agencies, RECPDCL reserves the right to conduct reverse auction. An undertaking as per **Annexure-X** is to be submitted along with EOI response.
25. **Integrity Pact:** The bidder has to submit integrity pact as per prescribed format **Annexure-XI** on a non-judicial stamp paper of Rs. 100/- in 2 copies duly signed by the person signing the bid. The bidder shall not change the contents of "Integrity Pact". The bidder will upload the scanned copy of the integrity pact on the portal and should submit the original on or before of the last date of the EOI submission.

SECTION-IX

SUBMISSION OF EOI RESPONSE

1. The bidder who meets the qualifying requirement should submit following documents (as applicable) as its EOI response:

- a) Eligibility / Qualification Criteria Documents.
- b) Responder's particulars (on Letter Head) as per **Annexure-I**
- c) Brief on Assignments as per **Annexure-II**
- d) Organization chart as per **Annexure-III**
- e) Details of Methodology and work plan proposed as per **Annexure-IV**
- f) Required processing fee of value as per respective Category for which EOI response is submitted, in the form of demand draft issued in favor of "REC Power Distribution Company Limited" and payable at New Delhi (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
- g) Duly signed confirmation as per **Annexure-VI** against processing fee submitted by the 'Lead Member' on behalf of Consortium/Joint Venture Firm.
- h) Undertaking towards not being black-listed as per **Annexure-VII**
- i) Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm
- j) Duly notarized Agreement for Consortium/ Joint Venture Firm as per **Annexure- VIII** respectively (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
- k) Duly notarized Power of Attorney as per **Annexure-IX** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
- l) Duly signed acceptance form for participating in Reverse Auction Event as per **Annexure-X**
- m) Integrity Pact as per **Annexure-XI** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)

2. Only complete EOI response received on or before the due date and time shall be considered. The EOI received by telegraphic/fax/email mode or incomplete or after due date or time shall not be considered.

3. The responses complete in all respects are required to be submitted latest by on or before 26.02.2016 up to 15:30 hrs & shall be opened on the same day at 16:00 hrs. The agencies or their authorized representative may, if they so desire, be present at the time of opening.

Note: All the above documents should also be submitted in hard copy arranged in order, duly numbered, legible, signed and stamped by the authorized signatory as mentioned in **Section-VII**.

Evaluation of EOI

Stage-1:

RECPDCL will identify the eligible responders based on the evaluation of the pre- qualification response.

Stage-2:

Such shortlisted responders shall be required to make a detailed presentation including the below mentioned areas:

1. Strategy for the assignment, work plan with timelines, details of methodologies proposed to be followed for assignments, ability to raise finance for the implementation of the projects etc.
2. Experience on the project, list of assignments completed along with experience.
3. Financial strength of the organization.
4. Qualification and experience of the key staff.
5. Sample of LEDs should be demonstrated.

Empanelment shall be done at the sole discretion of RECPDCL.

Responder's Particulars (To be submitted on Company Letter head)

To
Addl. Chief Executive Officer,
RECPDCL,
10th Floor, 1016-1023,
Devika Tower, Nehru Place,
New Delhi – 110019

Sir,

We wish to apply for empanelment with RECPDCL for **Execution of LED Lighting Based Energy Efficiency Projects** in Category A/ B/ C against EOI No. RECPDCL/Tech/EOI/Empanelment/..... dated: 29th January, 2016 as per details enclosed.

1. Name of Organization

(Clearly mention the names of 'Lead Member' and Consortium/JV Partner in case of Consortium/Joint Venture Firm)

2. Name, Address, Phone/Fax No., Email of Contact Person with designation

3. Year of Establishment

(Furnish details for both members in case of Consortium/Joint Venture Firm)

4. Range of Services Offered *(To be enclosed separately in not more than two pages).*

5. Brief on Major Assignments *(To be enclosed as per Annexure-II)*

6. Key personnel's details along with available infrastructure/equipments for execution of proposed work *(Organisation chart to be enclosed as per Annexure-III)*

7. Total Nos. of Qualified & Experienced Personnel _____
(Professionals only)

8. Annual Turnover and profit (Last three financial years): Enclose audited annual accounts & IT returns of the Company. *(To be furnished for both members in case of Consortium/Joint Venture Firm)*

	FY (2014-15)	FY(2013-14)	FY(2012-13)
Turnover in Lakhs / Crores Rupees			
Profit in Lakhs / Crores Rupees			

9. Service Tax Registration Copy: To be enclosed *(To be furnished for both members in case of Consortium/ Joint Venture Firm)*
10. PAN Number: To be enclosed *(To be furnished for both members in case of Consortium/Joint Venture Firm)*
11. Name of the Authorized Signatory, who is authorized to respond to this EOI and in case of short listing quote in the tender and enter into contract (Power of attorney to be submitted as per **Annexure-X**)
12. Additional information if any:

(Authorized Signatory on behalf of the organization)

BRIEF ON ASSIGNMENTS

(Detail of assignments to be submitted as per minimum eligibility criteria using separate sheet for each assignment)

Name of assignment	
Name of client	
Location of assignment	
Originally agreed time to complete the assignment (in months)	
Actual time taken to complete the assignment (in months)	
Scope of work of assignment in detail	<i>(Separate sheet may be attached, if required)</i>
Deliverables of the assignments	

(Authorized Signatory on behalf of the organization)

Note: Agency should submit copy of any three of following to substantiate the successful execution of work:
(i) Work order (ii) Payment receipts (iii) proof of release of performance security after completion of the contract (iv) proof of settlement/release of final payment against the contract (v) certificate for successful completion of work/Performance Report by the client

**Organisation Chart of Key personnel with details of available
Infrastructure/Equipments for execution of proposed work**

(The bidder shall provide Name/Contact Nos./Email IDs/Fax No. of all Key management officials including Chairman/ Directors/ CEO etc.)

(Authorized Signatory on
behalf of the organization)

Note: Bidder shall also provide the details of Nodal officer and team deployed with their phone no and email-id before start of any assignment and any change shall be with prior consent of RECPDCL.

Details of Methodology & Work Plan proposed

(Signature of Authorized Signatory)
Name of the Signatory
Company Name
Date and Place
Company Seal

SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE
(Against Empanelment Period)

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

OUR LETTER OF GUARANTEE NO.: _____

In consideration of REC Power Distribution Company Ltd., having its office at _____
_____ (hereinafter referred
to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its
successors, administrators and executors) and having issued list of successful agencies dated _____
against EOI No. _____ dated
_____ which includes M/s _____ (hereinafter
referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall
include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions
given in the BID/EOI No _____ dated _____
and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Bank Guarantee as a Security
Deposit for the faithful performance of the entire period of empanelment, of the value of
₹ _____.

We, _____ ("The Bank") which shall include
OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.
_____ in your favor for account of _____
_____ (The Agency) in cover of bank guarantee as a Security Deposit in
accordance with the terms and conditions of EOI.

Hereby, we undertake to pay up to but not exceeding _____ (say _____
_____ only) upon receipt by us of your first written demand
accompanied by your declaration stating that the amount claimed is due by reason of the Agency having
failed to perform the services as per the terms & conditions given in the BID/EOI and despite any
contestation on the part of above named-agency.

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

Authorized signature
Chief Manager/ Manager
Seal of Bank

Note: The date shall be 90 days after completion of empanelment period i.e. 2 years plus 3 months

**CONFIRMATION AGAINST PROCESSING FEE SUBMITTED BY THE LEAD MEMBER
ON BEHALF OF CONSORTIUM/ JOINT VENTURE FIRM**

To

Addl. Chief Executive Officer,
RECPDCL,
10th Floor, 1016-1023,
Devika Tower, Nehru Place,
New Delhi – 110019

Sir,

It is to mention that we, a Consortium/Joint Venture Firm of M/s _____ (Lead Member) and M/s _____ (Consortium/JV Partner) wish to apply for empanelment with RECPDCL for **Execution of LED Lighting Based Energy Efficiency Projects** in Category A/ B/ C against EOI No. RECPDCL/Tech/EOI/Empanelment/.....dated: 29th January, 2016. In this regard, a processing fee of ₹ _____ (Rupees _____ Only) in the form of demand draft issued in favor of "REC Power Distribution Company Limited" and payable at New Delhi is being submitted by the Lead Member of our Consortium/ Joint Venture Firm and has been enclosed with our EOI response, as required in the tender.

Details of Demand Draft are as below:

DD No. _____ Name of Issuing Bank _____ Date _____

We, M/s _____ (Lead Member) and M/s _____ (Consortium/JV Partner) hereby jointly declare that processing fee submitted by the Lead Member of the Consortium/JV shall be treated as processing fee submitted by the Consortium/Joint Venture Firm in respect of this EOI.

(Authorized Signatory of Lead Member)

(Authorized Signatory of Consortium/JV Partner)

Name*:

Name*:

Designation*:

Designation*:

Seal & Sign:

Seal & Sign:

* Please provide the name and designation of each signatory.

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Individual Company)

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

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

(Signature of Authorized Signatory)

Name*:

Designation*:

Seal:

* Please provide the name and designation of each signatory.

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Consortium/Joint Venture Firm)

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

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

(Authorized Signatory of Lead Member)

(Authorized Signatory of Consortium/JV Partner)

Name*:

Name*:

Designation*:

Designation*:

Seal & Sign:

Seal & Sign:

* Please provide the name and designation of each signatory.

AGREEMENT FOR CONSORTIUM/JOINT VENTURE FIRM

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

This consortium/Joint Venture agreement entered into this ____ day of _____
2016__ at _____

Between _____ (hereinafter referred as “ _____”) and having office at _____, India
Party of the First Part

And _____ (hereinafter referred as” _____”) and having office at
_____, India Party of the Second Part

Whereas RECPDCL has invited Expression of Interest (EOI) for empanelment of Agencies for LED Lighting Based Energy Efficiency Projects

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

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

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

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

2. The Lead Member is hereby authorized to:

- (i) Sign and submit the EOI on behalf of Consortium/Joint Venture members pursuant to the EOI initiated
- (ii) In the event, the Consortium/Joint Venture Firm being empanelled with RECPDCL, to enter into any awarded Contract with RECPDCL, including negotiation of the terms thereof.
- (iii) To receive all payments on behalf of the Consortium/Joint Venture Firm from RECPDCL.

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

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

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

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

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

(Party of the first part)

(Party of the second part)

Name*:

Name*:

Designation*:

Designation*:

Seal & Sign:

Seal & Sign:

Witness:

1.

2.

* Please provide the name and designation of each signatory.

POWER OF ATTORNEY

(Letter of Authorization)

(In case of Consortium/Joint Venture Firm, to be submitted by the 'Lead Member' duly notarized)

Know all men by these presents, we M/s _____ (Lead Member) with Head Office at _____, do hereby constitute, appoint and authorize **(Name) son/daughter/wife of (Name)**, resident of _____ presently employed with us and holding the position of _____ as our attorney, to do in our name and on behalf, all such acts, deeds and things necessary in connection with or incidental to REC Power Distribution Company Limited's (RECPDCL) EOI No. RECPDCL/Tech/EOI/Empanelment/.....dated: 29th January, 2016 for **'Empanelment of Agencies for LED Lighting Based Energy Efficiency Projects'**, including signing and submission of all documents and providing information/ responses to RECPDCL, New Delhi representing us in all matters before, and generally dealing with RECPDCL in all matters in connection with our Bid.

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

(Authorized Signatory of participating agency/Lead Member)

Name:
Designation:
Seal & Sign:

I Accept

(Signature of Attorney)

Name:
Designation:
Seal & Sign:

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions in case to case at sole discretion of RECPDCL when financial bids are invited later on. Techno-Commercially acceptable bidders upto the level of L6 or lower as the case may be shall be allowed to participate in the Reverse Auctioning at sole discretion of RECPDCL.

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

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware itself of auto bid process and ensure its participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder
(Authorized Signatory)**

INTEGRITY PACT

Between

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

herein after referred to as

"RECPDCL",

and

_____ *[Insert the name of the Bidder]*

having its Registered Office at _____
(Insert full Address)

Hereinafter referred to as

"The Bidder"

Preamble

RECPDCL intends to empanel, under laid-down organizational procedures, agencies for **LED Lighting Based Energy Efficiency Projects.**

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

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

Execution of LED Lighting Based Energy Efficiency Projects relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

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

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

Section I - Commitments of RECPDCL

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

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

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

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

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

Section II - Commitments of the Bidder

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

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

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

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

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

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

c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of

restrictive competition or personal gain, or pass on to others, any information provided by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or the execution of the contract to the detriment of RECPDCL.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, RECPDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, RECPDCL may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECPDCL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If RECPDCL has disqualified the Bidder from the tender process prior to the award under Section III, RECPDCL may forfeit the Bid Guarantee under the Bid.
- (2) If RECPDCL has terminated the contract under Section III, RECPDCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

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

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

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

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

Section VI - Equal treatment to all Bidders

- (1) RECPDCL will enter into agreements with identical conditions as this one with all Bidders.
- (2) RECPDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

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

Section VIII - Pact Duration

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

Section IX - Other Provisions

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

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

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

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

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

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

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

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____

Witness 2 : _____

(Name & Address) _____

(Name & Address) _____
