



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

Corporate Office: 4th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida, Gautam Budh Nagar-201301 (UP)
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Regd. Office: Core -4, SCOPE Complex, 7, Lodhi Road, New Delhi - 110003, Phone: 011 - 43091506, Fax: 011 - 24365815



EOI No: RECPDCL/Tech/EOI/Empanelment/2018-19/140

Date:09.04.2019

Notice Inviting Expression Of interest (EOI)

(Invited through e-Tendering mode only)

For Empanelment of Agencies on turnkey basis to carry out carry out design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India.

Corporate office

4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301
Telephone: (0120) 4383783
Telefax: 0120-4383768
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.nic.in), e-tendering website (www.tenderwizard.com/REC), www.eprocure.gov.in

Important Dates	
Date of Release of EOI	09.04.2019
Last date of submission of EOI	24.04.2019 at 15:00 Hours (15 days from the date of release of EOI)
Date of Opening of EOI	24.04.2019 at 17:00 Hours

Note: Online registration has to be done at e-tendering website i.e. www.tenderwizard.com/REC in order to submit all requisite documents mentioned in this EOI document. Activation of On-Line registration may take about maximum 24 hours.

All Agencies Empaneled with RECPDCL previously irrespective of the task/ category etc. are required to apply afresh for this EOI.

-Sd-
(Bhupender Gupta)

Addl. Chief Executive Officer

[This document is meant for the purpose of Empanelment of Agencies against this EOI and shall not be transferred, reproduced or otherwise used for purposes other than specified/issued]

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Important Information:

Sl.No.	Event	Information to the Agencies	
1	Date of Release of EOI	09.04.2019	
2	Last Date for online Submission of EOI	24.04.2019 at 15:00 Hours	
3	Date of Opening of EOI response	24.04.2019 at 17:00 Hours	
4	EOI document	EOI details can be downloaded free of cost from websites: www.recpdcl.in , portal.recpdcl.in , www.recindia.nic.in , www.eprocure.gov.in and www.tenderwizard.com/REC	
5	Date & Time of presentation	Bidders will be intimated later after evaluation of Eligibility/Qualification criteria as per EOI.	
6	Address for communication	REC Power Distribution Company Limited, 4 th Floor, Kribhco Bhawan, A-10, Sector-1, Noida, Uttar Pradesh-201301 Phone: +91-120-4383783; Fax: +91-120-4383768 Email: co.delhi@recpdcl.in	
7	Contact Person	Shri. Bhupender Gupta, Addl. Chief Executive Officer REC Power Distribution Company Limited (RECPDCL) Phone: +91-120-4383783; Fax: +91-120-4383768 Email: bd.delhi@recpdcl.in	Shri. Sunil Bisht, Deputy Manager (Technical) REC Power Distribution Company Limited (RECPDCL) Phone: +91-120-4383783; Fax: +91-120-4383768 Email: bd.delhi@recpdcl.in
8	Period of Empanelment	Initially for a period of two (2) years which may be renewed further for a period of one year or as per the sole discretion of RECPDCL.	
9	BID Validity Period	The bid validity period shall be 180 (One Hundred and Eighty Days) from the date of opening of EOI	

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

Section-III
INTENT AND OBJECTIVES

RECPDCL is currently engaged in providing Project Management Consultancy/ Project Implementing Agency services to various Discoms across India under different Govt. of India schemes viz., DDUGJY, IPDS, BRGF, Infra projects, R-APDRP, Renewable Energy, Energy Efficiency programs, and other miscellaneous Consultancy assignments.

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 notice EOI for design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India.

RECPDCL encourage participation of the agencies which are Technically/ Professionally qualified with experienced personnel with professional skills and resources to provide the services required by RECPDCL in timely and efficient manner.

Scope of Work: Execution of Electrical vehicle charging stations - design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India on turnkey basis as per RECPDCL requirement.

Methodology to be adopted with empaneled agencies for acquisition of business:

For a business opportunity, where tender/ bid is required to be submitted as per the interest of RECPDCL, if required, RECPDCL may select agency(ies) among all empaneled agencies through limited tender, based on credentials, technical & financial proficiency, past experience, specific project requirements & presentation etc. Agency scrutinized based on above criteria may be engaged in preparation of technical & financial bids, needful documentation and negotiation with client in order to get the assignment. If RECPDCL gets the assignment, the selected agency will further be required to execute the assignment jointly with RECPDCL as per scope of work of the project.

In other scenario, when an empaneled agency has identified a new business opportunity using its own initiatives and approaches RECPDCL for participation in the assignment/ project, RECPDCL at its sole discretion may partner with agency for submission of technical and financial proposal and to execute the assignment jointly as per the discretion of RECPDCL. In such cases, work methodology and scope of work to be shared by RECPDCL and agency shall be decided & discussed in detail before submission of proposal. Also, RECPDCL reserves the right to review the division of scope of works/ tasks covered in the assignment/project. Subsequently, proposals submitted by agency will be thoroughly scrutinized and evaluated by RECPDCL followed by a presentation by agency before RECPDCL for analysis of capability of the agency related to the proposal. After evaluation and analyzing, if business opportunity is found to be

fruitful and viable, then only RECPDCL shall consider for joint participation with agency in the assignment/ project.

RECPDCL may also extend opportunity to empanelment agency/ies after getting a project or likely to get a project by its own efforts/ initiatives if expertise of particular agency is seems to be useful for RECPDCL. The detailed work requirements along with technical details would be intimated to the empaneled agencies at the time of invitation of their financial bid. The empaneled agency would also submit their acceptance of the proposal along with terms and conditions at the time of submission of financial bid to RECPDCL It is also relevant to mention that decision of RECPDCL in regard of the above cases will be final and binding to the agency & RECPDCL at its sole discretion reserves the right to add/ delete items in scope/ nature of work. Various methodologies to select the agency among empaneled agencies will be adopted on case to case basis as per requirement.

SECTION-IV
Instructions to Agencies

Agencies shall submit their responses online through e-tendering website www.tenderwizard.com/REC

A. The submission and opening of Bids will be through e-tendering process.

Agencies can download EOI tender document from the RECPDCL web site i.e., <http://www.recpdcl.in> (or) portal.recpdcl.in (or) www.recindia.nic.in (or) www.eprocure.gov.in and e-tendering registered link is given in RECPDCL website i.e. www.tenderwizard.com/REC

Note: In order to participate in e-Bid submission, it is mandatory for agencies to have log-in User ID and Password. For this purpose, the agency has to register with RECPDCL through tender Wizard website given below. Please note that the agencies have to obtain Class 3 digital signature token with signing & encryption certificate, for applying the Bid. Applying agencies 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 has to be done at e-tendering website i.e. www.tenderwizard.com/REC in order to submit all requisite documents mentioned in this EOI document. Activation of On-Line registration may take about maximum 24 hours. It is the responsibility of the bidder to register in advance.

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

Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided therein. For any kind of support related to e-submission of bids at tender wizard portal you may contact at their helpdesk numbers (Shri Sandeep Gautam - 08800496478; Shri Harsh Jain - 09999297644; Shri Sameer Jha - 09650793709) and for tender related queries you may contact RECPDCL officials whose address is given in this tender document.

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

C. The Agencies qualifying the Eligibility/ Qualifying criteria mentioned in Section-V should upload Bid document with duly signed scanned soft copy of the documents given below as a pre-qualification response:

1. Eligibility Criteria & QCBS (Quality & Cost Based Selection) supporting Documents as asked in Section-V.

2. Responder's particulars (on Letter Head) as per **Annexure-A**
3. Undertaking towards not being black-listed as per **Annexure-B**.
4. Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm as per their own customized format.
5. Duly notarized Agreement for Consortium/ Joint Venture Firm as per **Annexure-C** respectively (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**)
6. Duly notarized Power of Attorney as per **Annexure-D** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**).
7. Integrity Pact as per **Annexure-E** (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

Addl. Chief Executive Officer,
REC Power Distribution Company Ltd.
4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301
Telephone: (0120) 4383783
Telefax: 0120-4383768

SECTION-V

Eligibility Criteria & Quality and Cost Based Selection (QCBS)

Eligibility Criteria:

Sl. No.	Minimum Qualification Criteria	Document Required
1	The should be registered and incorporated in India as per Companies act, 1956/ 2013. For Joint venture or consortium, all consortium parties have to be registered as per Companies act, 1956/ 2013. In case of a foreign company participating, it has to form an Indian Company registered under the Companies Act, 2013.	Company Registration Certificate from competent Govt. Authority.
2	The applicant should have a minimum average annual turnover of ₹ 05 Crores for last three Financial years 2017-18, 2016-17 & 2015-16. For JV or consortium, each of partners or combination of partners shall meet the turnover criteria. Note: If Balance sheet of 2017-18 is not available, bidder may provide balance sheet of 2014-15 in lieu of 2017-18.	Audited balance sheet including Profit & Loss Account statement of Last three (3) Financial Years 2017-18, 2016-17 & 2015-16.
3	The bidder should have designed, engineered, manufactured, type tested or got type tested, supplied and commissioned or supervised commissioning electrical vehicle charging stations a cumulative capacity of 50 kW, out of which at least one electric vehicle charger should be of 3.3 kW or above in the last three years preceding the bid deadline. For JV or consortium, all partners shall collectively meet this capacity criteria.	Mandatory - Work Order copy. Any two out of the following 4 documents: (i) Project Completion certificate(s) (ii) Payment receipts/ Satisfactory completion/ performance report (iii) Proof of release of performance security after completion of the contract (iv) Proof of settlement/ release of final payment against the contract.

Quality and Cost Based Selection (QCBS)

Bidders who achieve minimum 70 marks based on below Technical Evaluation shall be eligible for empanelment.

Sl. No.	Particular	Marking Criteria	Maximum Marks	Supporting Documents
1	EV charging station Manufacturing Facility	EV charging station Manufacturing Facility operating for at least one year	20	Trade License for commencement of business
2	Aggregate installation of no. of Electrical vehicle charging stations (AC or DC) in India	Category:	Marks	Purchase order in support of aggregate capacity along with Certificate for successful completion
		50 kW	10	
		75 kW	15	
		100 kW	20	
		>100 kW	25	
3	Tie up with online Network Service Providers (NSPs)	Tie up with at least one online Network Service Providers (NSPs) to enable remote/ online booking of charging slots by EV owners.	5	Copy of agreement signed
4	Minimum average annual turnover of for last three Financial years 2017-18, 2016-17 & 2015-16. Note: If Balance sheet of 2018-19 is not available, bidder may provide balance sheet of 2015-16 in lieu of 2018-19.	Category:	Marks	Audited balance sheet including Profit & Loss Account statement for FY 2017-18, 2016-17 & 2015-16.
		≥5 & <10 Cr	15	
		≥10 & <15 Cr	16	
		≥15 Cr & <20 Cr	17	
		≥20 Cr & <25 Cr	28	
		≥25 Cr & <30 Cr	19	
		≥30 Cr	20	
6	Net Worth for each of the last three Financial years 2017-18, 2016-17 & 2015-16. Note: If Balance sheet of 2018-19 is not available, bidder may provide balance sheet of 2015-16 in lieu of 2018-19.	Should be positive Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets	10	Audited balance sheet including Profit & Loss Account statement for FY 2017-18, 2016-17 & 2015-16
7	Minimum Employee (Permanent + Temporary) strength as per EPF Challan	5 Marks for Employee Strength ranging from (50~75). For above 75 employees, 1 marks additional for each 25 employees.	10	EPF Challan filled by the company for FY2018-19.
8	Certification for Quality Management System	Valid ISO: 9001 certification	5	Copy of the Certificate

Sl. No.	Particular	Marking Criteria	Maximum Marks	Supporting Documents
9	Test certificates, interoperability certificate from ARAI	Valid Test certificates, interoperability certificate from ARAI	5	Copy of the Certificate

Section-VI
General Terms & Conditions

1. The bidder must fulfill above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Evaluation committee will evaluate bids which are strictly as per the above mentioned eligibility criteria and QCBS else those may be summarily rejected. Undertaking for subsequent submission of any of the above documents after due date will not be entertained under any circumstances.
2. Applicant's meeting Eligibility Criteria shall be further required to deliver a detailed presentation regarding their suitability and capability to associate with RECPDCL to meet the objective of this EOI.
3. Experience of Parent or Affiliate Company/ Companies shall not be considered for meeting the Eligibility Criteria.
4. Based on the Management discretion, RECPDCL reserve right to Empanel none/ any number of Agencies without assigning any reason to the Applicant for the same.
5. The Applicant should be a legal entity.
6. **Additional Requirements/ Conditions for Consortium or Joint Venture (JV) bidders (6.1 to 6.11):**
 - 6.1) For JV or consortium, there shall be a lead bidder exclusively specified and has to propose their associate. Associate's role has to be clearly defined.
 - 6.2) All the JV/ Consortium members shall cumulatively meet the technical/ financial eligibility criteria.
 - 6.3) A lead bidder shall submit only one bid for the EOI. It or any member of JV shall not be a member either in individual capacity or as a member of another JV/ consortium for the same EOI.
 - 6.4) All bid documents have to be signed by consortium parties jointly and shall submit as per eligibility and EOI requirements.
 - 6.5) Number of members in a Joint Venture/ Consortium Firm shall not be more than **TWO**.
 - 6.6) Joint venture/ consortium agreement - as per format Annexure-C has to be executed between the JV/ Consortium members and shall be submitted by the JV/ Consortium Firm along with the tender. Memorandum of Understanding (MOU) - The complete details of the members of the JV/ Consortium Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU as per their own customized format.
 - 6.7) **Authorized Member of Joint Venture/ Consortium Firm:** 'Lead Bidder' shall be authorized on behalf of the Joint Venture/ Consortium Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of this

tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Bidder' of the Joint Venture/ Consortium Firm.

- 6.8)** A power of attorney (**Annexure-D**), duly notarized, indicating that the person(s) signing the bid has/ have 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 Joint Venture/ Consortium Firm.
- 6.9)** Once the EOI response is submitted, the MOU shall not be modified/ altered/ terminated during the period of empanelment with RECPDCL including any extension later by RECPDCL or validity of any work order awarded to the said JV/ Consortium.
- 6.10)** Duration of the Joint Venture Agreement shall be valid during the entire Empanelment period/currency of the contract including the period of extension, if any.
- 6.11)** Lead bidder and its associates are both responsible and liable for all acts/ deeds etc jointly and severally for execution of the project/ Work/ Assignment etc. The Joint Venture/ Consortium members shall also be liable jointly and severally for the loss, damages caused to the RECPDCL during the course of execution of the contract or due to non-execution of the contract or part thereof. Failing in any of the above clauses at any time of empanelment period, or extension if any will result into disqualification of proposals submitted by the bidder.
- 7.** Companies who are single entity (not JV/ Consortium) are also need to submit Power of attorney as per format **Annexure-D**, duly notarized, indicating that the person signing the bid has/ have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of engagement with RECPDCL including any extension thereafter.
- 8.** Bidder should submit valid documentary proof of details of Goods & Services Tax – GST (Copy of GSTIN Certificate). For JV or consortium, all parties have to submit their respective GST certificates
- 9.** Bidder should submit valid documentary proof of Income Tax Registration number (copy of PAN card). For JV or consortium, all parties have to submit their individual PAN card copies.
- 10.** 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 rejection of the bid.
- 11.** The bidder shall ensure that deployed 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 good manner within timelines.
- 12.** Empanelment shall be initially for a period of two (2) years which may be renewed further for a period of one year or as per the sole discretion of RECPDCL.
- 13.** 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 depending upon the profile provided by the agencies and requirement of assignment.
- 14.** RECPDCL may consider making either one or separate panel of agencies covering above said work/ project.
- 15.** RECPDCL reserves the right to accept or reject any or all requests for empanelment without assigning any reason.

16. RECPDCL reserves the right to waive off any shortfalls, accept the whole, accept part of or reject any or all responses to this EOI.
17. RECPDCL reserves the right to modify, expand, restrict, scrap, cancel the Expression of Interest (EOI) at any stage and call for fresh EOI and/ or tender 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 empaneled.
18. 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 from the responder(s) side for this EOI and/or tender irrespective of the outcome of this EOI.
19. 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.
20. RECPDCL reserves the right to delist the Empaneled agencies, who does not participate in the financial bid though invited after empanelment for respective Categories for two times.
21. **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 Empaneled agencies (EMD being refundable) issued in favour of "REC Power Distribution Company Ltd" and payable at New Delhi.
22. The Applicant should not be declared ineligible by Asian Development Bank, World Bank and Exim Bank. Also, Applicant should not have excluded by an act of compliance with a UN Security Council resolution. The applicant has to provide an **undertaking** regarding fulfillment of this requirement.
23. The companies/ firms banned or blacklisted by Govt./ Pvt. Institutions in India and abroad will not be eligible to participate. An undertaking to this effect signed by authorized signatory has to be submitted as per **Annexure-B**.
24. The Applicant shall not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services. The Applicant has to provide undertaking regarding the same.
25. A power of attorney as per **Annexure-D**, duly notarized, indicating that the person(s) signing the bid has/ have 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 empaneled agency.
26. The bidder shall submit a certificate from ARAI regarding the successful completion of "Interpretability test" along with the bid.
27. O&M period may be reduced below 5 years (or) extended beyond 5 years based on the provisions of the tender on works awarded post empanelment.

28. Integrity Pact:

The bidder has to submit integrity pact as per prescribed format **Annexure-E** 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.

29. Clarification on EOI document:

An Applicant, requiring any clarification on the EOI documents shall notify the RECPDCL in writing or by FAX at the RECPDCL's given mailing address indicated in this document. RECPDCL shall respond in writing to any request for the clarification of the EOI Documents. Copies of the query (without identifying the source) and clarifications by RECPDCL shall be put on the RECPDCL website and e-bidding portal mentioned in this document. However, RECPDCL reserves the right, in their sole discretion not to answer any question raised or provide clarification sought, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring RECPDCL to respond to any question or to provide information.

30. DISPUTE:

Disputes under the agreement shall be settled by mutual discussion.

- a. However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL.
- b. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- c. The venue of the arbitration shall be New Delhi, India.
- d. The fee & other charges of Arbitrator shall be shared equally between the parties.
- e. The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any Pendent late interest during arbitration proceedings.

31. Submission of EOI Response

1. The bidder should submit following documents as against Eligibility criteria and QCBS as mentioned above:
 - a) Eligibility Criteria and QCBS supporting documents as asked in section V.
 - b) Responder's Particulars (on Letter Head) - **Annexure-A**.
 - c) Undertaking towards not being black-listed as per **Annexure-B**.
 - d) Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm as per their own customized format.
 - e) Duly notarized Agreement for Consortium/ Joint Venture Firm as per **Annexure-C** respectively (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**).
 - f) Duly notarized Power of Attorney as per **Annexure-D** (Scanned copy to be uploaded and **original to be submitted before the last date & time of Submission of Tender**).
 - g) Integrity Pact as per **Annexure-E** (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 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 24.04.2019 15:00 hrs & shall be opened on the same date at 17:00 hrs. The agencies or their authorized representative may present at the time of opening of bids if they desire.
- 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-IV**.

32. Evaluation of EOI: Based on QCBS defined in Section-V.

33. RECPDCL may, at its discretion, extend the date for the submission of application by suitable Amendment published in the RECPDCL website www.RECPDCL.in, in which case all rights and obligations of RECPDCL and applicants whose applications have already been submitted before the extension of this date shall remain unaltered.

34. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in the specified formats, the party submitting the Eoi shall refrain from referring to brochures/ pamphlets.

35. Application submitted by the Applicant shall become the property of RECPDCL and RECPDCL shall have complete right to either accept or reject without mentioning any reasons for its decision.

36. SEEKING CLARIFICATIONS:

36.1) To assist in the examination, evaluation and comparison of applications, RECPDCL may, at its discretion ask the Applicant(s) for clarification on its application. The request for the clarification and the response shall be in writing.

36.2) The right to suspend the short-listing process or part of the process, to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by RECPDCL without any obligation or liability whatsoever.

36.3) Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation on any applicant to participate in the proposed Project.

Annexure-A
Responder's Particulars

(to be submitted on Company's Letter Head duly signed)

To
Addl. Chief Executive Officer,
REC Power Distribution Company Ltd (RECPDCL),
4th Floor, Kribhco Bhawan,
A-10, Sector-1,
Noida (UP)-201301

Sir,

We wish to apply for empanelment with RECPDCL to **design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India.**

1. Name of Organization:
2. Name, Address, Phone/ Fax No., Email of Contact Person with designation:
.....
3. Year of Establishment:
4. Range of Services Offered (To be enclosed separately in not more than two pages):
5. Total Number of Personnel: (Professionals only)
6. Annual Turnover (of Last three financial years): Enclose audited balance sheets of the Company:

₹In Crores			
FY(2017-18)	FY(2016-17)	FY(2015-16)	Average Annual Turnover during last three financial years

Note:

7. GST Registration Copy:(To be enclosed)

8.PAN Number: (To be enclosed)

9.An undertaking signed by authorized signatory has to be submitted that the Company/ Organization is (i) not banned or blacklisted by any Govt./ Pvt. Institutions in India or abroad (ii) not declared ineligible by Asian Development Bank, World Bank and Exim Bank and (iii) not excluded by an act of compliance with a UN Security Council resolution.

10.Name of the Authorized Signatory, who will act as Company's Authorized Representative/ Signatory to respond to this EOI and also will be in part of Contract upon shortlisting of bid: Power of attorney to be submitted.

11.Additional information, if any:

(Authorized Signatory on behalf of
the Company/ Organization)

Note: Agency has to tick relevant CATEGORY for which they are applying in this letter as mentioned above.

Annexure-B

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Individual Company)

I, _____ Authorized Signatory of M/s. _____ hereby give undertaking that we, as a company are (i) not black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India or abroad (ii) not declared ineligible by Asian Development Bank, World Bank and Exim Bank and (iii) not excluded by an act of compliance with a UN Security Council resolution.

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 (i) black-listed by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India (ii) declared ineligible by Asian Development Bank, World Bank and Exim Bank and (iii) excluded by an act of compliance with a UN Security Council resolution..

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.

Annexure-C

AGREEMENT FOR CONSORTIUM/ JOINT VENTURE FIRM

(for Consortium/Joint Venture firm)

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

This consortium/ Joint Venture agreement entered into this _____ day of _____
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 to **design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India.**

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 empaneled 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.

Annexure-D

POWER OF ATTORNEY

(Letter of Authorization)

(Single entity & JV/Consortium bidders have to submit duly notarized. In case of Consortium/Joint Venture Firm, to be submitted by the 'Lead Member')

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/2018-19/..... dated: 09.04.2019 for carrying out **design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India**, 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 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:

Annexure-E
INTEGRITY PACT

(To be submitted 2 copies on Rs.100/- non judicial stamp papers)

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 carrying out **design, engineering, manufacturing, type testing or get it type tested, supplying, commissioning or supervising commissioning and O&M for 5 years of electrical vehicle charging stations across PAN India.**

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

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

Execution of electrical vehicle charging stations including Comprehensive Maintenance relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders.

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

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

Section I - Commitments of RECPDCL

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

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

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

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

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

Section II - Commitments of the Bidder

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

(Signature) _____

(Signature) _____

(For & On behalf of RECPDCL)

(For & On behalf of Bidder)

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

- a) The Bidder will not, directly or through any other person or firm, offer, promise or give to RECPDCL, or to any of RECPDCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by RECPDCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder will not misrepresent facts or furnish false/ forged documents/ information in order to influence the bidding process or the execution of the contract to the detriment of RECPDCL.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(Signature) _____
(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) _____
