

Notice Inviting Tender

(Invited through e-Tendering mode only)

**(Limited to Agencies, who are empanelled with RECPDCL for Owner's Engineer as mentioned in
"Annexure - 6")**

For

**Selection of Owner's Engineer for 125 MW_{AC} (50 MW_{AC} & 75 MW_{AC}) Grid Connected Solar PV
Power Plant at Kanpur Dehat and Jalaun District Respectively**

No. RECPDCL/Solar/e-Tender/2021-22/564 Dated: 24.06.2021

REC Power Distribution Company Limited (RECPDCL)

(A wholly owned subsidiary of REC Ltd., a 'Navaratna CPSE' Under Ministry of Power, Govt. of India)

Corporate office

REC Power Distribution Company Limited,
REC World Headquarters, Sector 29,
Gurugram, Haryana-122007
Website: www.recpdcl.in

Important Dates	
Date of Release of Tender	24.06.2021
Last date for queries/ seeking clarification	30.06.2021 at 17:00 Hours
Pre Bid Meeting	01.07.2021 at 11:00 Hours
Last date of submission of Bid	05.07.2021 at 13:00 Hours
Date of Opening of Bids	05.07.2021 at 17:00 Hours

-Sd-
(Valli Natarajan)
Addl. C.E.O.

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

IMPORTANT NOTICE

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

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password. For this purpose, the bidder has to register itself with RECPDCL through e-Procurement website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. In this connection, vendor may also obtain the same from Tender Wizard.

The steps to be followed for the registration process are given below:

- 1) Go to website <http://www.tenderwizard.com/REC>
- 2) Click the link ' Register Me'
- 3) Enter the detail about the bidder as per format.
- 4) Click 'Create Profile'
- 5) Bidder will get confirmation with Login-id and Password

- b) **Steps for application for Digital Signature from Tender Wizard are given below:**

- 1) Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
- 2) In case of assistance please contact the person under contact us

- a) **To aid bidders the detailed bidder manual on submission of E-Bid is annexed to this tender document**

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/REC well in advance. Please note that RECPDCL does not own any responsibility in case any bidder(s) fail(s) to apply due to non-possession/ non-registration/ compatibility issue of Digital Signature with the application.

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SECTION -1

TENDER INFORMATION

Tender Reference No.	RECPDCL/Solar/e-Tender/2021-22/564 Dated: 24.06.2021
Work Item Title/ Description	Selection of Owner's Engineer for 125 MW_{AC} (50 MW_{AC} & 75 MW_{AC}) Grid Connected Solar PV Power Plant at Kanpur Dehat and Jalaun District.
Mode of Tendering	Limited (e-Tendering)
Tender Release Date	24.06.2021
Date of Pre-Bid Meeting	01.07.2021 at 11:00 Hours (IST)
Last Bid Submission date	05.07.2021 at 13:00 Hours (IST)
Date of Opening of Bid	05.07.2021 at 17:00 Hours (IST)
Price bid opening	To be notified in RECPDCL web portal/ Informed to eligible & technically qualified bidders only after completion of technical evaluation. Price bid shall be submitted ONLINE only.
Location of Bid submission/ Opening	REC Power Distribution Company Limited, Plot Number 1 – 4, REC World Headquarters, D-Block, Sector 29, Gurugram, Haryana-122007
Tender Category	Services
EMD Fee	NIL
Bid Validity days	180 days from last Date of Bid submission
Duration of Assignment	Schedule completion period of work shall be 18 months or till commissioning whichever comes later from the start date of contract further 1 year O&M duration.
Address of Correspondence/ for Bid Submission	Smt. Valli Natarajan Addl. Chief Executive Officer REC Power Distribution Company Limited Plot No. 1-4, REC World Headquarters D-Block, Sector 29, Gurugram, Haryana-122007
Contact Person	Shri Alok Singh General Manager (Tech.) Email: aloksingh@recpdcl.in Sh. Swapn Piyoosh Dy. Manager (Tech.) Ph: 8527730111 Email: swapn.piyoosh@recpdcl.in Sh. Deepanshu Singh Jadon Executive Engineer Ph: 9649856574 Email: deepanshu.jadon@recpdcl.in
Support Team Contact Details	E – Tenderwizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Amrish -8799753401, twhelpdesk934@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com

SECTION-2

PREFACE, INTENT AND PROJECT DETAILS

1.1. ABOUT RECPDCL: REC Power Distribution Company Limited (RECPDCL) an ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified company, a wholly owned subsidiary of REC Ltd, was incorporated on 12thJuly, 2007. It received certificate of commencement of business on 31stJuly, 2007. The company focus is on facilitating the power utilities in the areas of their operation specifically related to the Power Distribution sector, by providing expertise to capitalize on the emerging needs and demands of Power Sector.

1.2. VISION AND MISSION

- To facilitate availability of electricity for accelerated growth and for enrichment of quality of life of rural and semi-urban population.
- To act as a competitive, client-friendly, development-oriented organization and promoting projects covering power generation, power conservation, power transmission and power distribution network in the country.

1.3. KEY ACTIVITIES: RECPDCL is providing Consultancy and Fee based services to the Power Utilities in the areas of rural & urban electrification under the following heads:

- AT & C Loss reduction.
- Smart Grid Projects implementation covering Smart Metering & SCADA.
- Real Time Data Acquisition System (RT-DAS) for feeders.
- Electrical Vehicle (EV) Charging
- GIS Implementation
- IT implementation under IPDS including setting up of Data Centre, Customer Care Centre, etc.
- Solar PV Plants
- DPR preparation & Project Management Consultancy for Power Distribution projects
- Power Distribution Strengthening works
- Energy Efficiency projects and Quality & Quantitative Surveillance/ Inspections of the works executed.

RECPDCL intends to develop Solar PV Projects with a cumulative capacity of 125 MW_{AC} in the state of Uttar Pradesh. Location of Projects is as under:

Sl.No.	Name	Capacity (MW _{AC})	Coordinates	Distance from Solar Park to 132 kV S/S
1	Vill. Gujrai, Dist: Kanpur Dehat	50	26°17'54.36"N 79°56'45.92"E	12KM
2	Gurhah, Dist: Jalaun	75	25°51'0.94"N 79°32'45.11"E	20KM

For the purpose of installation of the said work, RECPDCL hereby invites bids from its empanelled Owner's Engineers (as per **Annexure – 6**), for providing services defined under Scope of Work.

SECTION – 3

INSTRUCTIONS TO BIDDING AGENCIES

Submission of Bid

Bidder 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.

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

Note: To participate in the e-Bid submission, it is mandatory for bidder to have user ID & Password. For this purpose, the agency has to register them self with REC 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

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.

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

C. Submission of Bid:

1. Bidders are hereby requested to submit their bids in the following format:

Financial Bid is to be submitted through online mode only on website www.tenderwizard.com/REC. No other mode of submission of bid shall be accepted under any circumstances.

The Technical Bid envelope also subscribing due date, addressed to Addl. CEO, REC Power Distribution Company Limited, REC World Headquarters, Sector 29, Gurugram, Haryana-122007 shall be delivered into the tender box marked with name of work and placed at the main reception counter of RECPDCL on or before due date & time specified in the bid.

2. Opening of Technical & Financial Bids would take place simultaneously on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
3. The Financial Bids shall then be evaluated by the Evaluation Committee of RECPDCL.

4. RECPDCL does not own any liability if the bids are not submitted within due date and time as per requirement.
5. Bid document received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. RECPDCL shall not be responsible for late receipt of the bid Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid.
6. RECPDCL reserves the right to extend the deadline for submission of bids by issuing and amendment in which case all rights and obligation of the REC and the bidders previously subject to the original deadline will then be subject to the new deadline.
7. Document to be enclosed offline & online:
 - a) **Earnest Money:** NIL
 - b) **Technical Bid (Online & Offline Mode):** Technical Bid as per Section –IV
 - c) **Financial Bid (Online Mode only):** Financial Bid as per enclosed Format in Annexure – IV

Financial bid to be submitted in the specific format designed same may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded through digital signature.

D. Bid Evaluation:

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions in this RfS. The detailed evaluation procedure and selection of owner's engineer are described as under:

1. Techno-Commercial Evaluation of Bidders:

All the received bids will be subjected to Techno-commercial evaluation as per Qualification Criteria defined as per Section-4. Only Qualified bids will be considered for further evaluation. On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible for that particular Project, opening of the financial bid of the bidder will be at the discretion of RECPDCL. Thereafter, RECPDCL will take appropriate action as deemed fit.

If the first-round price quoted is same for two or more Bidders, then all the Bidders with same price shall be considered of equal rank/ standing in the order.

All Bidders with same price shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder

Bidder	Submitted Financial Bid	Ranking
B1	90,00,000	L1
B2	91,50,000	L2
B3	95,00,000	L3
B4	95,00,000	
B5	1,05,00,000	L4
B6	1,30,00,000	L5

2. Reverse Auction:

The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

n= Total number of bidders eligible to participate in e-RA

Case	Condition	Formula	Total Eligible Bidders for e-RA
Case-I	$T \leq 2$	$n = T$	From 1st to 'n' th bidder in ascending order
Case-II	$T > 2$	i) $A = (T/2)$ if 'T' is even, and ii) $A = ((T+1)/2)$ if 'T' is odd $n = A$ or 2 whichever is higher	

At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to shortlisted bidders for e-RA.

3. Selection of Successful Bidder:

The bidder with lowest bid in reverse auction will be selected as successful bidder.

The document should be addressed to:

Addl. CEO

REC Power Distribution Company Ltd.

Plot No.1-4, REC World Headquarters, D-Block

Sector 29, Gurugram, Haryana-12200

Note: (All papers that comprise the Bid document of the concerned Bid must be numbered. An index of each page should also be provided.)

SECTION- 4

QUALIFICATION REQUIREMENT

Sl. No.	Head	Supporting Documents
A	Technical Criteria	
A1	<p>The Bidder should have experience of providing Owner's Engineering services (Review Engineering) of Grid Connected Solar PV Power Plant having capacity of minimum 60 MW_{AC} at single location (single work order) Or Two Grid Connected Solar PV Power Plants having capacity of minimum 37.5 MW_{AC} at each location. These plant(s) must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.</p> <p style="text-align: center;">AND</p>	1. Relevant Work Order & Work Completion Certificate duly sealed and signed by Bidder.
A2	<p>The Bidder should have experience of providing Owner's Engineering services (Review Engineering) of Electrical Sub-station of above 66 kV voltage level, consisting of equipment such as circuit breakers and Power transformer, which should be in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.</p>	

SECTION- 5

DETAILED SCOPE OF WORK

The proposed scope of work in terms of review engineering for the solar Project includes but not limited to the following tasks:

1. Site Assessment
2. Review of contracts
3. Review of Progress and schedule
4. Technology Review
5. Review of System Design
6. Review of grid connection aspects
7. Review of permitting aspects
8. Additional project management and support
9. Technical Acceptance
10. Performance Evaluation
11. Review of O&M contract

1. Site Assessment

Owner's Engineer will visit the Project locations, within 30 days of issuance of LOA and submit report that will include but not limited to the following tasks:

- Assessment of the site for installing of Solar PV Plant.
- Review the suitability of the design and layout of the modules, module grouping, inverters and transformers considering the local topography, ground conditions, site area and climate provided by EPC contractor.
- Inspect the cable routes and locations of key infrastructure during execution by consultant.
- Review of the surrounding obstacles and ground conditions (to assess shading and soiling impacts).

2. Review of Contracts

Owner's Engineer will undertake a review of the contract's to assess whether it is complete, consistent, technically sound and to confirm whether it provides a clear definition of the responsibility of each signatory (RECPDCL and EPC Contractor). Owner's Engineer will provide a clear description of risk associated to the Project and comment on risk mitigation measures.

Owner's Engineer will review various provisions of agreements and compare them with standard industry norms. Owner's Engineer shall review the following contracts:

- EPC Tender
- Power Purchase Agreement (PPA)
- Transmission and interconnection services agreements
- O&M agreements
- Any other agreement as and when required.

3. Review of Progress and Schedule

Owner's Engineer will deploy Senior Engineer's (both electrical and civil engineer) as residential Engineer at both Sites separately for Monitoring and Quality check of works from Start of Construction work till the commissioning of Solar PV Power Plant and Coordination between RECPDCL and EPC Contractor.

Owner's Engineer will evaluate the Project's overall development and construction schedule with respect to the major Project tasks and milestones. Owner's Engineer will focus on achieving the Project milestones in accordance with the EPC contract and the other dependent key contract dates/Milestones such as the Interconnection Agreements.

4. Technology Review

Owner's Engineer will brief review the suitability of the main plant equipment, including modules, inverters, transformers and 132 kV Pooling Sub-Station equipment's, Protection Scheme etc.

4.1 General design aspects:

- Defining capacity of solar plant.
- Review of technology for solar modules mounting configuration i.e. portrait/landscape.
- Review of technology for solar modules.
- Review for tracking system i.e. daily /seasonal/no tracking to achieve guaranteed PLF, if required.
- Review of string/central inverter configuration.
- Review of engineering drawings and documents as per agreed MDL between EPC contractor and RECPDCL. .

4.2 Civil:

- To Review structural adequacy for installation of solar modules.

4.3 Mechanical:

- To review of Plot plan & general arrangement drawings for installation of solar modules.
- To review of Plant layout indicating solar modules, inverters, piping for water, water draining etc.
- To review of module cleaning system wherever specifications of water storage tank and associated pipes, fittings, valves and all other accessories for water distribution system is required.
- To review of Specification for the fire protection and fire alarm system to be installed in and around area selected for installation of solar modules as per industrial practices in solar plant.
- .

4.4 Electrical System:

- Review of Single line diagram for power distribution plan.
- Review of technical specifications for all electrical systems and sub-systems, power distribution equipments, inverters and electrical control system.
- To review of layout drawings for electrical equipments and distribution network.
- To review of control and schematic drawings of high tension (HT) and low tension (LT) distribution and schedules of solar power evacuation incorporating all relevant safety, protective, metering and interlock requirements.
- To review of schematic and control drawings of the distribution of power for auxiliaries of solar power plant.

- Specimen layout drawings for electrical room viz. transformer shed and electrical panel/ inverter rooms.
- To review of Lightning protection system.
- To review of Earthing system.
- To review of Illumination levels required (LUX levels) and specification for the lighting system.
- To review of HT & LT cable specification and cable tray specifications.
- To review of SCADA system including requirement of operating stations /engineering stations, furniture and data cable network for the solar power systems.
- Check provision of Solar irradiance, wind speed, ambient temperature monitoring system.
- To review of detailed operation & maintenance activities and other terms and conditions for long term O&M contract for solar power plant, which shall comply the statutory regulations.

5. Design Review

Owner's Engineer will assess the quality and acceptability of the proposed system design. The assessment will include a **brief review of** but not limited to the following:

- Overall layout including string and module grouping, module orientation, tilt and inclination, row spacing.
- Nominal power ratio sizing and system compatibility.
- LV electrical design including connectors, connection boxes, switches, cable run lengths and sizes.
- Inverter and substation design.
- MV electrical design including transformers, metering, grid connection.
- Control and monitoring systems, commenting on the technical suitability of the equipment, including failure detection and alarm system.
- Site security and access.
- Site condition including site drainage design and internal roads design.

6. Grid Interconnection Review

Owner's Engineer will review the status of the Project's grid connection, export capacity and schedule for completion of the connection. Review will include but not limited to following task:

- Review of specific technical details and capacities included in the connection design.
- Review of generation, load patterns, short circuit levels, protection coordination, statistics and characteristics of the grid system.
- Provide comments on connection timescales and key dates.
- Any identified areas of constraints in the system that may lead to power evacuation curtailment.
- To the extent such information review by the consultant which is provided, the plans for operation and dispatching to ensure that the plant design meets the system operational requirements.

7. Review of Permits and Licenses

Owner's Engineer will review technical aspects of permit documentation and identify whether the proposed design, construction program and methodology and the operation and maintenance strategies of the Project are capable of complying with any permit requirements and/or restrictions.

As a minimum this will include a review for the key technical elements in the following:

- Land usage permits
- Transmission system interconnection permits
- Electricity generation license

Owner's Engineer will provide direct support to the Client's legal advisors with regard to the review of relevant permits in order to avoid an overlap in the scope of work, assisting the lawyers with the technical aspects of these documents to allow an efficient, rapid and cost-effective review (As and when required).

8. Additional Support

This may include but shall not be limited to the following supports:

- Liaising with the RECPDCL's advisors.
- Providing professional advice as requested by the RECPDCL.
- Preparing certificates as may be required for financial close.
- Providing support on insurance document and insurance claim.
- Providing check list of bankable DPR for key components findings and review.

9. Technical Acceptance

Technical Acceptance will verify that the plant is compliant with the testing criteria. Verification will be achieved by review of test documentation provided by the contractor.

The documentation is expected to summarise the results of the following functional tests:

- Tests to all AC Circuits to the requirements of IEC 60364-6.
- Continuity of protective earthing and/or equipotential bonding conductors.
- Polarity check of all DC cables.
- Voc test of all DC strings.
- Is.c. test of all DC strings.
- Functional tests of switchgear (including G59 test) and inverters.
- Insulation resistance test of DC circuits.
- Owner's engineering will provide complete check list, construction methodology, pre-commissioning and post-commissioning methodology, quality check list of all material/component and performance monitoring which covers the successful operation of solar plant.
- To ensure the above specified point owners engineer will provide above details before 15 days from LOI award, further it is responsible of owners engineer to get approval from RECPDCL.

Owner's Engineer will verify that:

- Test records indicate that the plant has been delivered to the contractually agreed specification.
- Flash test documentation has been provided, and is correct and complete.
- The contractor has provided a satisfactory spare parts inventory in line with their contractual obligations.

10. Performance Evaluation

Owner's Engineer will assess the plant Performance Ratio (PR) and Availability during the agreed testing period to validate compliance with the guarantees in the EPC contract. The validation will be performed on data in Excel format that the Contractor has provided.

The performance evaluation test will follow the protocol defined in the EPC contract and would typically comprise of Performance Ratio (PR) Test

Owner's Engineer will independently conduct the performance evaluation on Excel data provide by the Contractor. The result of the Performance Evaluation will be compared to the results presented by the Contractor.

Should any discrepancies be found, Owner's Engineer will liaise with the Contractor to identify and close out errors or omissions in the methodology used, including but not limited to:

- Correct calibration and sitting of pyranometers.
- Sampling and averaging interval.
- Correct application of contractually agreed PR test methodology.

Results of the performance evaluation will be presented in the summary report, and comparison made with the testing report prepared by the EPC contractor.

11. Operations Monitoring Support

Owner's Engineer will assess the project performance on an annual basis following commissioning of the Project.

- Review of Suitability of the O&M contractor's operational plans.
- Review of training status of key plant operatives.
- Review of d long-term maintenance agreements.

Following each of the four performance evaluations, Owner's Engineer will provide a short report detailing the findings of the desktop study and site visit, if applicable covering the following:

- The actual operation of the plant and compare its performance against operational plans
- Any unique variations or special maintenance issues that had occurred during the review period.
- Compliance with the loan agreement technical covenants
- Strength and weaknesses in the operational area
- KPI (e.g. availability, trips, efficiency, etc.)
- Power grid integration and regarding the budget review
- Calculate Performance Ratio
- Calculate CUF

SECTION- 6

GENERAL CONDITIONS OF TENDER

1. Each bidder should submit **ONLY SINGLE** bid. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.
2. 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, safe, and sound managerial manner.
3. RECPDCL reserves the right to accept or reject any or all bid requests without assigning any reason. RECPDCL reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
4. RECPDCL reserves the right to cancel the tender at any stage.
5. RECPDCL reserves the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
6. The responder shall bear all costs associated with the preparation and submission of its bid, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
7. 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.
8. RECPDCL reserves the right to conduct reverse auction.
9. Validity of Bid is 180 days from the date of the opening of bid.
10. Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
11. Bids must be submitted in English language only.
12. Incomplete, telegraphic or conditional tenders are not accepted.
13. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid.
14. The last date of receipt of bids from agencies is 05.07.2021 at 13:00 Hrs.
15. If due to any reason the due date is declared as a holiday, the tender will be opened on next working day at the same time.
16. The financial bid shall be opened on 05.07.2021 at 17:00 Hrs in RECPDCL office, Gurugram in the presence of such Bidders /their representatives, who desire to be present at the time of opening.
17. The bidders quoting abnormally low/high price may be rejected from consideration during bid analysis.
18. The bid validity of less than six (6) months shall not be considered. The validity can be further extended with mutual consent.
19. Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECPDCL.
20. Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.

SECTION – 7
BID EVALUATION METHODOLOGY

OPENING OF BIDS:

Opening of Bids will be through online only.

1. Bidders have to submit documents as per **Section 3, Clause 3** (Submission of Documents).
2. Bids duly submitted, will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to present.
3. If due date of receipt / opening of bids happens to be a closed holiday, the bids would be received and opened on the next working day.
4. REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Bids or to withdraw the Tender notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.

EVALUATION OF BIDS:

1. The evaluation of financial bid will be done & price bids through e-procurement only. Eligible bid carrying lowest total offer will be awarded the work.
2. The basis of evaluation shall be the cost/rate quoted in the Price Schedule **Annexure-4**. To further clarify, cost of services all applicable taxes shall be summed up for comparison and evaluation.

SECTION- 8

COMMERCIAL TERMS, CONDITIONS & OTHER PROVISIONS

1. COMMERCIAL TERMS & CONDITIONS:

1.1 PRICE:

The price will be inclusive all taxes and duties of Central & State Governments. At the time of release of payment to the successful bidder, TDS/WCT / Labor cess will be deducted as the case may be. Payment will be made as per Payment Terms as defined in Clause No - 4 of Section 7.

1.2 SALES TAX & DUTIES ETC.: All taxes and duties as prescribed both under Central and State Government sales tax rules would be applicable.

1.3 EARNEST MONEY DEPOSIT (EMD): No EMD is required to participate in this tender.

1.4 ADVANCE BANK GUARANTEE FEES: Clause Deleted

1.5 PERFORMANCE BANK GUARANTEE (PBG) FEES: After successful completion of the awarded work, bidder must deposit Performance Bank Guarantee after Successful completion of the awarded work, bidder must deposit Performance Bank Guarantee (PBG) fees @ 3% of the Work Order value to RECPDCL as per format **Annexure- 5** with validity till submission of Final Claim Certificate. The said deposit would be forfeited, if the activities are not up to the satisfactory of RECPDCL. PBG will be refunded, subject to satisfactory performance of the systems.

1.6 VALIDITY OF OFFER:

The offer must be kept valid for a period of 180 days from the date of opening of bid. No escalation clause would be accepted. The validity can be further extended with mutual consent.

1.7 LIQUIDATED DAMAGES:

- I. In the event of failure to complete the assignment within the stipulated completion period of maximum one week will be provided to complete the assignment subject to acceptance of RECPDCL. Thereafter a penalty of 0.1% of contract value per day will be levied on the agency subject to maximum of 10%. If the work is further delayed then the performance security of the bidder will be confiscated and the contract will be terminated.
- II. In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency maybe blacklisted 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 publishing of the same information on websites.

1.8 Travel, Boarding & Lodging expenses:

Travel expenses will be reimbursed by RECPDCL including Boarding, Lodging, local and other travel, based on following guidelines:

- a. For travel by project manager or persons with total experience of more than 10 years, expense reimbursement would be as per RECPDCL's policy as eligible for E6 grade.
- b. For travel by all other persons, expense reimbursement would be as per RECPDCL's policy as eligible for E4 grade.

All such travel would be only as per prior approval of RECPDCL.

2. INSPECTION: RECPDCL may appoint Owner's Engineer for Major Material Inspection on behalf of RECPDCL. Reimbursement of travelling expenses for Material inspection will be provided as per **Annexure-4.**

3. PAYMENT TERMS:

Sl. No.	Milestone Description	Percentage of contract payment	Deliverable
1.	On acceptance of preliminary Engineering report submitted by Owner's Engineer after Site Visit.	10%	On acceptance of Preliminary Engineering Report by RECPDCL
2.	Preparation of Tender documents for EPC contractor selection and other contract agreements	10%	On Publishing of EPC Tender
3.	Selection of EPC contractor (Support in Tender Evaluation and issue of LOA)	10%	On Issuance of LOA to EPC Contractor
4.	Supervising the development of Project		Duly certified by Engineer In-charge, RECPDCL
	a) Completion of Land Development	15%	
	b) Complete erection of module mounting structure	15%	
	c) Completion of Supply	15%	
	d) Completion of all Installations	15%	
5.	Testing and commissioning of project (COD of the Project)	5%	Submission of JMR, As Built drawings
6.	Submission of half yearly project performance report (upto 5 years from COD) (On Prorata Basis)	5%	On submission of PR test and PLF Report

Note: Final Payment will be released after submission of final claim certificate submitted by bidder, attached in Annexure-7.

4. SIGNING OF CONTRACT AGREEMENT:

Finally selected firm will submit the sealed copy of the purchase / work order signed on each page on behalf of the firm as token of acceptance to execute the work as per the terms and conditions laid down in this tender document and Work Order. Selected firm will also execute/sign Contract Agreement with RECPDCL on India Non Judicial Stamp paper with validity from starting date of Work Order scope activities till 5 years after COD.

5. SPLIT OF WORKS:

In view of various buildings, limited time available for completion of the project, RECPDCL reserves the right to increase / decrease / split of the work to agencies based on buildings / capacity at the sole

discretion of the RECPDCL. Suitable amendment / communication shall be issued in the event of variations in quantities.

6. FORCE MAJEURE:

Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of Bidder or RECPDCL including, but not limited to, acts of God, storm, fire, floods, explosion, epidemics, quarantine, earthquake, strike, riot, lock out, embargo, interference by civil or military authorities, acts, regulations or orders of any governmental authority in their sovereign capacity, acts of war (declared or undeclared) including any acts of terrorism, and all other such acts of similar or analogous nature (where all such acts to be collectively referred to as "Force Majeure"). RECPDCL and Bidder shall not be liable for the failure to perform any obligation in terms of this Proposal if and to such extent such failure is caused by a Force Majeure, provided that none of such acts of Force Majeure will relieve the Customer from meeting its payment obligations.

7. DISPUTE:

For adjudication of any dispute between RECPDCL and the bidder arising in any case, reference can be made to any Law courts under the jurisdiction of New Delhi High Courts only.

The Addl. Chief Executive Officer, RECPDCL reserves the right to accept or reject any or all tenders without assigning any reason thereof.

8. TERMINATION:

RECPDCL may at any time terminate/ cancel the contract, if the Owner's Engineer is unable to provide the services as per the scope of work. In such cases, if any amount is due to the Owner's Engineer on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the tender document and after alternate arrangement to complete the work has been made at the Consultant's cost and risk. The Consultant will give at least three Months' notice prior to discontinuing the service.

9. ISMS, NATIONAL CYBER SECURITY POLICY, PREVAILING LAWS OF LAND:

The Owner's Engineer has to ensure and comply with RECPDCL ISMS (ISO 27001:2013), National Cyber Security Policy requirements for the entire scope of work including all software and hardware at RECPDCL. The Owner's Engineer has to ensure and comply with prevailing laws of land during entire period of tender/contract respectively. RECPDCL to bear all expenses for any requirement outside the scope of work specified in this tender.

10. NON-DISCLOSURE:

The Owner's Engineer shall not, without RECPDCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECPDCL or get access to in connection therewith, to any person other than a person employed by the Owner's Engineer in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The Consultant has to sign a Non-Disclosure agreement with RECPDCL.

11. ARBITRATION:

If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to arrive at amicable resolution and settlement through a committee appointed by Chairman, RECPDCL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

I/We have carefully read and understood the above terms and conditions of the tender and agree to abide by them.

(SIGNATURE OF BIDDER WITH SEAL)

Designation:
Name:
Date:

ANNEXURE- 1

Letter for Submission of Bid

(To be submitted on Company's letterhead duly signed)

To,

Addl. Chief Executive Officer
REC Power Distribution Company Limited,
REC World Headquarters
Sector 29, Gurugram, Hariyana-122007

Sub.: Engagement of Service Agency

Dear Sir,

1. We wish to apply for Bid against RECPDCL's Tender no: **RECPDCL/Solar/e-Tender/2020-21/564 Dated:24.06.2021 for "Selection of Owner's Engineer for 125 MW_{AC} (50 MW_{AC} & 75 MW_{AC}) Grid Connected Solar PV Power Plant at Kanpur Dehat and Jalaun District"** as per the requirements of RECPDCL.

Further, I hereby certify that-

2. I have read the provisions of all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the RECPDCL.
4. Our bid shall remain valid for period of 180 days from the last date of bid submission.
5. I have enclosed the following mandatory documents along with this letter:
 - (a) GST Registration copy
 - (b) Service Tax Registration Certificate copy
 - (c) Income tax (IT) Permanent Account number (PAN) card copy

Date:
Place:

Signature:
Full Name:

Designation:
Address:

Note:

In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

ANNEXURE- 2

BIDDER'S GENERAL DETAILS

(To be submitted on Company's letterhead duly signed)

Selection of Owner's Engineer for 125 MW_{AC} (50 MW_{AC} & 75 MW_{AC}) Grid Connected Solar PV Power Plant at Kanpur Dehat and Jalaun District"

GENERAL DETAILS

1. Name of Company : _____
2. Name : _____
3. Regd. Address :
 - a) Address of Office : _____
 - b) Contact Person's
 - i. Name & Design.: _____
 - ii. Address : _____
 - iii. Tel No. Landline Mobile: _____
 - iv. Email ID : _____
4. Type of Firm (Please tick): Private Ltd./Public Ltd./LLP
5. PAN No. : _____
6. Service Tax Reg. Certificate No.: _____
7. E.M.D. Details :
Rs. _____
DD No. _____
Name & Address of Bank: _____

Signature.....

Full Name.....

Designation.....

Address.....

ANNEXURE- 3

Earnest Money Deposit Declaration
(To be submitted on bidder's letterhead)

Whereas, I/we (name of agency).....have submitted bids for(name of Goods /Work/Service) for tender no.....dated

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender. I/we withdraw and/or modify my/our bid during the period of validity of tender (including extended validity of tender) as specified in tender documents .
2. If, after the award of work .I/we fail to sign the contract or to submit the performance guarantee before the deadline defined in the tender documents.

I/we shall be suspended for one year and shall not be eligible to bid for REC Power Distribution Company Limited tenders from date of issue of suspension order.

Date:

Signature with Seal of bidder(s)

Place:
Contact Details

Full Company Address with

ANNEXURE- 4

FINANCIAL BID

(To be submitted through Online Only)

“Selection of Owner’s Engineer for 125 MW_{AC} (50 MW_{AC} & 75 MW_{AC}) Grid Connected Solar PV Power Plant at Kanpur Dehat and Jalaun District”

We confirm the following are the technical specifications of Items that will be used for Installation & Commissioning.

REC POWER DISTRIBUTION COMPNAY LIMITED					
Tender Inviting Authority: Addl. C.E.O.					
Name of Work: Bid for Selection of Owner’s Engineer for 125 MW _{AC} (50 MW _{AC} & 75 MW _{AC}) Grid Connected Solar PV Power Plant at Kanpur Dehat and Jalaun District.					
NIB No.: RECPDCL/Solar/e-Tender/2020-21/564 Dated: 24.06.2021					
Bidder Name:					
Sl. No.	Item Description	Total Price excluding GST	GST (%)	GST Amt. (Rs)	Net Rate including GST
1	2	3	4	5	6
1	a) Review of basic design and engineering to finalize solar power plant configuration based on the land plots allocated to us by UPNEDA at Kanpur Dehat and Jalon District of Uttar Pradesh with the consideration of 50MW & 75 MW respectively (AC) solar power plant capacity with minimum 22% CUF at UPPCL metering point. (b) Review of EPC contract bid/enquiry docs, inviting offers, bid evaluation, technical recommendation, draft work, order preparation. (c)Review of EPC contractors with their detailed credential		18%		

	<p>comparison.</p> <p>(d) Review of Information Memorandum/ bankable DPR for seeking financial assistance for the project.</p> <p>(e) Witness of /inspection at site/construction activities/ guarantee trial run etc.</p> <p>(f) Preparation of documents for various statutory approvals.</p> <p>(g) Review of detailed activities for comprehensive contract for operation & maintenance of solar power plant to award the same to EPC vendor for minimum period of 5 years after commissioning of solar power plant .</p> <p>(h) Submission of half yearly performance report of the projects for 5 years.</p>				
2	<p>Deputation of Sr. construction/commissioning Engineer (1 No. Civil Engineer and 1 No. electrical engineer) at site during installation /commissioning /Guarantee trial run activities. (for 6 months)</p> <p>(Considering 24 days in a month for calculation purpose)</p>				
TOTAL Rate including GST					

Note:

1. RECPDCL reserve the right to conduct e-RA, if quoted price is more than expectation. The process of e-RA shall be shared separately with the technically qualified bidders.

2. Travel expenses for outstation visits within India for Material Inspection etc. (Visits other than UPPCL/ UPNEDA/ Construction Site and RECPDCL-Gurugram office) will be reimbursed by RECPDCL including travel and Accommodation is as follows:

Sl. No.	Entitled Mode & Class of Travel		
	Rail	Air	Road
1	AC II Tier	Economy Class	Actual taxi fare limited to ₹. 16 /- per km.

Accommodation Reimbursement:

Sl. No.	Accommodation charges (Including Taxes) subject to maximum of		
	Principal City		Other City
	Metro Cities	Other Principal Cities	
1	4800	4000	3200

All such travel would be only as per prior approval of RECPDCL.

3. Payment for services under Sl. No. 1 (Annexure-4, Financial Bid) will be released as per payment terms given in Section-8, Clause -3.
4. In the event services under Sl. No. 2 (Annexure-4, Financial Bid) are required more than 6 months, than the total price under Sl. No. 2 shall be adjusted based on per man day per person rate computed (considering 24 days in a month).

ANNEXURE- 5

PERFORMANCE BANK GUARANTEE (PBG) FORMAT

M/s REC Power Distribution Company Ltd.,
REC World Headquarters Sector 29, Gurugram, Haryana-122007

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 NIT/Work Order No.dated with/on 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 NIT/Work Order No. dated And RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of% (..... Percent) (or the Percentage as per the individual case) of the value of the NIT/Work Order i.e. for

We, (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.in your favour for account of..... (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the NIT/Work Order.

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 NIT/Work Order and despite any contestation on the part of above named agency.

This letter of Guarantee will expire on including 90 day 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 Signatory
Chief Manager/ Manager
Seal of Bank

Note: The date shall be 90 days after the date of completion of contract.

ANNEXURE-6

Name of Agencies for Participation

Note: To participate in this tender, below mentioned bidders have to submit relevant document as asked in this tender document.

Sl. No.	Agencies, who are empanelled as Owner's Engineer with RECPDCL
1.	Arcedo Systems
2.	Fichtner Consulting Engineers (India) Pvt. Ltd.
3.	Gensol Engineering Ltd.
4.	Mitcon Consultancy & Engineering Services Ltd.
5.	Sgurr Energy India Private Limited
6.	Sunrator Technologies LLP
7.	Sunworks Energy Pvt. Ltd.
8.	TATA Consulting Engineers Limited
9.	Tractebel Engineering Pvt. Ltd.
10.	TUV India Pvt. Ltd.
11.	TÜV SÜD South Asia Pvt. Ltd.

ANNEXURE-7

FINAL CLAIM CERTIFICATE

(To be submitted by Bidder on Rs. 100 stamp with Notarized)

I,.....(Name of Director) of M/s..... (Name of Bidder) here by state that we have completed work forin all respect. We have submitted our final bill No..... datedand except for this bill and PBG we have no further claim whatsoever of any description, on any account whatsoever from RECPDCL, against aforesaid job executed by us.

Dated:

(Seal & Signature)

