



## **REC POWER DEVELOPMENT AND CONSULTANCY LIMITED**

### **Tender For “Empanelment of Technical Consultants for Undertaking Project Management Consultancy(PMC) Services for setting up of the Solar PV Plants including Floating Solar, Ground Mounted Solar etc. at various locations across PAN India for Two Years”**

**Notice Inviting Expression of Interest (EOI) (Invited through e-Tendering mode only)**

**Tender No. RECPDCL/TECH/RE/TECHNCALCONSULTANTS/288  
(ONLY THROUGH ONLINE E-TENDERING MODE)**

**LAST DATE FOR ON-LINE BID SUBMISSION:  
UP TO 15:00 HOURS ON 23/05/2023**

**Corporate Office: REC World Headquarters, Plot No. I-4,  
Sector 29, Gurugram, Haryana-122001**

**Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New  
Delhi- 110003 Tele. 011-43091500, Fax. 011-24360644  
Website: [www.recpdcl.in](http://www.recpdcl.in)**

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

**Sd-  
(S.C.Garg)  
Chief General Manager & HoD**

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## **SECTION-I**

### **1.0 Invitation For Bids (IFB)**

REC Power Development and Consultancy Limited (RECPDCL) invites sealed bids from eligible Bidders for Consultancy Service for “Empanelment of Technical Consultants for Undertaking Project Management Consultancy services for setting up Solar PV Plants including Floating Solar , Ground Mounted Solar, Rooftop Solar etc. at various locations across India for Two Years” along with the information as required for the detailed evaluation from reputed Agencies having experience, background, resources, sound technical capabilities, fulfilling the “Qualification Criteria” as stated at SECTION-IV.

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.

**The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) or from e-tender link given in RECPDCL Website, viz. [www.recpdcl.in](http://www.recpdcl.in). or from Govt. e-procurement portal (CPP) viz. [www.eprocure.gov.in](http://www.eprocure.gov.in)**

All the relevant documents shall be submitted in hard copy, by Registered Post or Speed Post and addressed to:

S C Garg, Chief General Manager and HoD,  
REC Power Development and Consultancy Limited.

#### **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
- c) 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](http://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.

Brief details of NIT are as follows:

<b>Tender No.</b>	<b>RECPDCL/TECH/RE/TECHNICALCONSULTANTS/288</b>
Tender Fee [Non-Refundable]	NIL
Date of Pre-Bid Meeting	15.05.2023 at 11:30 Hours (IST)
Last Date for Submission of EOI	23.05.2023 Up to 15:00 Hours (IST)
Date of Opening of EOI	23.05.2023 Up to 16:00 Hours (IST)

Note: Any query pertaining to this tender should be addressed to Officer (Tech), REC Power Development and Consultancy Limited, Plot No: I- 4, Sector 29, Gurugram, Haryana-122001.

**Contact details:**

Name: Mr Chinku

Mail ID: [rediv@recpdcl.in](mailto:rediv@recpdcl.in)

Ph.No : 8084346783

**Support Team for E- Tender wizard :**

Help desk No - 011-49424365, [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com)

Sh. Amrish -8799753401, [twhelpdesk934@gmail.com](mailto:twhelpdesk934@gmail.com)

## **SECTION – II**

### **1.0 Terms / Definitions / Abbreviations:**

- 1.1** Owner means REC Power Development and Consultancy Limited having its registered office at Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi- 110003
- 1.2** RECPDCL means REC Power Development and Consultancy Limited.
- 1.3** Technical Agencies/ Consultants means successful agency to whom Owner empanels for awarding the work or any part thereof.
- 1.4** EOI means Expression of Interest submitted against this tender by the expert agencies.
- 1.5** Bidder/Tenderer means any person, or persons, firm or company expressing interest for the work covered by this document and should be a single entity. JV/ Consortiums are not eligible for participation.
- 1.6** Assignment/Services means the work to be performed by the Consultant pursuant to the Contract.
- 1.7** Site(s) / Job Site(s) mean site(s) upon which the proposed Solar PV power plant to be installed.
- 1.8** Plant shall consist of and include all facilities as detailed in the following chapters for which the agency is required to provide the services.
- 1.9** Contract means the agreement, all annexure and subsequent amendments thereto, mutually agreed between the Owner and the Bidder.
- 1.10** Proposal/Offer means quotation/offer/bid to be furnished by the Bidder against the particular job specified by the owner.
- 1.11** RFP means Request for Proposal.
- 1.12** Tender/EOI means Expression of Interest.

### **SECTION – III**

#### **1. Introduction & Background:**

REC Power Development and Consultancy Limited (RECPDCL) an ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified company, a wholly owned subsidiary of REC Ltd, was incorporated on 12<sup>th</sup> July 2007. It received certificate of commencement of business on 31<sup>st</sup> July 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.

#### **2. Intent of the Work:**

RECPDCL intend for Consultancy services for undertaking Project Management Consultancy services for setting up Solar PV Plants including Floating Solar, Ground Mounted Solar etc. at various locations for Two Years across PAN India.

#### **3. Location:**

Anywhere in the country.

#### **4. Project Scope & Expert Selection:**

The tender is for empanelment purpose only and RECPDCL is not liable to ward any such work to the empaneled bidders. Under a specific project, financial bids will be asked by all the empaneled bidders and L1 bidder will be awarded the specific work.

RECPDCL proposes to empanel **reputed technical consultants under each category** having relevant experience in solar industry.

Sl No	Category	Min Floating Solar PV Capacity	Min Solar PV Capacity (cumulative)
1	Category A (for projects up to 10 MW)	1 MW	10 MW
2	Category B (for project more than 10 MW and upto 50 MW)	5 MW	50 MW

Interested bidder has to separately apply for each category in order to participate in the empanelment process under each category.

## **SECTION – IV**

### **Qualification Requirements**

The tenderer should have satisfactory experience providing PMC services for Solar projects. The tenderers should be well aware of the problems that are likely to be encountered while executing such activities. Offer of only those experienced and resourceful bidder will be considered who will meet the following qualifying requirements:

Sl No.	Minimum Eligibility Criteria	Documents Required
1.	The firm must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 & subsequent amendments thereto and should have been operating for the last 3 years	1. Company Registration Certificate from competent Govt. Authority. 2. GST Registration Certificate
2.	The Net Worth of the Bidder for last 4 (Four) years as on 31.03.2022 should be positive	Copy of the statutory audited Balance Sheet and P&L account and Networth certificate from the Registered Chartered Accountant of Last 4 (Four) years. <b>Statutory Auditor Certificate must be enclosed for the annual turnover of PMC Charges on solar PV project for the last 4 (four) financial years.</b>
3.	Bidder must have average annual turnover of: <b>Category A:</b> INR 1.05 Cr in the past 4 (Four) financial years in respect of PMC Charges on Solar PV Project. <b>Category B:</b> INR 2.63 Cr in the past 4 (Four) financial years in respect of PMC Charges on Solar PV Project.  In case MSEs/Startup seeking exemption under prior turnover, MSE and Start-up bidders shall be given relaxation to the extent of lowest minimum turnover as per latest GOI guidelines.	
4.	The organization/ Individual should have a qualified team of professionals on-roll having bachelor's degree in Engineering from a recognized University and having experience in solar industry.	At least 3 no. of CV's to be submitted comprising of at least: <ul style="list-style-type: none"> <li>• <b>1 Team Leader</b> of Minimum 10 years in Solar industry</li> <li>• <b>2 Key Members</b> having minimum experience of 5 years in Solar Industry</li> </ul>

5.	<p>The bidder should have experience in project management consultancy of Ground mounted Solar Plant and Floating Solar power plant.</p> <ul style="list-style-type: none"> <li>• <b>Category A (for projects up to 10 MW)</b> <ul style="list-style-type: none"> <li>-</li> <li>a. At least a <b>single work of minimum capacity of 8 MW</b> (including ground mounted or Floating Solar) and at least a <b>minimum capacity of a single floating Solar PV plant of 1 MW</b> in the last four years till the date of bid submission.</li> <li style="text-align: center;">OR</li> <li>b. At least a <b>two minimum works of capacity 5 MW</b> (including ground mounted or Floating Solar) and at least a minimum capacity of a <b>single floating Solar PV plant of 1 MW</b> in the last four years till the date of bid submission.</li> </ul> </li> <li>• <b>Category B (for projects more than 10 MW and up to 50 MW) -</b> <ul style="list-style-type: none"> <li>a. <b>At least a single work of minimum capacity of 40 MW</b> (including ground mounted or Floating Solar) and <b>at least a minimum capacity of a single floating solar PV plant of 5 MW</b> and in the last four years till the date of bid submission.</li> <li style="text-align: center;">OR</li> <li>b. At least a <b>two works of minimum capacity of 25 MW</b> (including ground mounted or Floating Solar) and at least a <b>minimum capacity of a single floating solar PV plant of 5 MW</b> and in the last four years till the date of bid submission.</li> </ul> </li> </ul>	Copies of Purchase Order/Work Order and Completion Certificate.
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Detailed and precise information on these matters should be furnished in technical bid. Failure to do so is likely to result in the offer being rejected. The bidder must fulfil the above PQ/eligibility criteria conditions in addition to the bid terms. Bid of bidders not fulfilling the pre- qualification /eligibility conditions as in the bid are liable to be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

## **SECTION –V**

### **5.0 Scope of Work**

The Scope of work is indicative in nature but not limited to the following and bidder must include their areas that shall be required for successfully delivering the scope:

#### **[A] Submission of Technical Feasibility Report and Detailed Project Report**

##### **(1) Feasibility Study:**

- a. **Site identification** – Identify potential project site and boundary area, assessment about the availability and type of land/water surface area with details of access/right of way, proximity to nearby electrical substations.
- b. **Site conditions** - Desktop study of site details (such as Solar radiation, Wind speed, temperature, climatic conditions, flood level, soil condition etc.)
- c. **Preliminary study of reservoirs site condition** - Review of historical daily water levels - MWL, FRL, MDDL, inflow and outflow data, water velocity for preceding 20 years (or since the commissioning of the reservoir, whichever is higher) from clients, if available. An assessment of water body surface area at various water levels (such as FRL, MDDL etc.) and average water body surface area during the above- mentioned period.
- d. **Technology selection** – Considering site conditions selection of PV technology such as Polycrystalline technology, Mono crystalline technology, PERC and mono PERC etc.
- e. **Capacity estimation and basic layout** - Preparation of conceptual design of the project giving different options of technology including estimation of installed capacity.
- f. **Estimated energy yield of the project** - High-level solar resource data and estimates of plant losses, or an assumed performance ratio (based on nominal values seen in existing projects).
- g. **Project cost estimate** – High level approximate costs for equipment, development, construction and operation of the project.
- h. **Risk assessment matrix** – Identify preliminary project risk such as technical risk, project development risk etc.

##### **(2) Detailed Project Report:**

#### **I. Part A: Technical assessment for Floating Solar PV Power plant**

- a. **Site details:** Assessment of site conditions such as location, weather conditions, water level, its variation, HFL, water/land profile, shadow-free area, site accessibility such as approach road availability of construction water/power, feasible location for setting up of FSPV project's control room, storage area, suitable plant assembly area, etc.
- b. **Study of Hydrography (including Bathymetry) & Geotechnical characteristics** of the Reservoir (including depth of water (Season wise) and water level variations (HFL, FRL, MDDL etc.), water flow velocity, soil composition of the banks and bottom of the water body, etc.), Water quality etc.,
  - The study will also include the identification/recommendation of feasible project site coordinates for plant installation etc.

- c. **Resource assessment** such as analysis of solar radiation data using various software/tools and comparing the same with the data gathered by different sources, assessment of yearly/monthly climatic data such as wind load, precipitation, humidity, temperature etc., and their impact on plant design, the data should be gathered from reliable national/international sources such as IMD Data, NASA Satellite Data, Meteonorm (6.0) Time Series Data, Meteonorm (7.0)- Time Series Data, Solar GIS Data etc.
- d. **Technical assessment:** Proposing various technical options including type of floats, anchoring/mooring mechanisms, type of solar PV modules, type of inverter with type of floating system used for these inverters, cable types, cable laying arrangements like on/under water bodies and BOP along with the technical specifications for all the major components proposed to be deployed in the project. Codes and Standards applicable for various components (including their technical specifications) proposed in the project. Comparative analysis of various floating technology options (including float, anchoring mooring etc.,) and recommend the best suitable option for the proposed site.
- e. **FSPV Plant design:** Providing proposed plant layout drawing, Anchoring / Mooring system design, Plant DC/AC SLD, requirement of electrical, civil, and mechanical infrastructure for the plant.
  - Preparation of power evacuation plan for floating solar PV project including available substation, auxiliary power distribution network, metering arrangement, pooling arrangement, cabling, lightning arrestors, transformers and associated infrastructure, power evacuation system etc.
  - Preparation of power evacuation system with preliminary SLD for electrical system starting from plant evacuation to the grid connectivity point
- f. **Power evacuation infrastructure:** Assessment of existing and proposed Transmission line, power evacuation infrastructure at the substation side etc. of the project. Assessment of transmission line will include the route survey map along with the details of land type, any hindrances/crossings, right of the way etc.
- g. **Solar plant capacity and Energy yield estimation** for installation of floating solar PV Projects on the identified site considering various options such as DC overloading, PV module deration, auxiliary consumption, transmission losses (up to delivery point) etc., calculation of CUF, PR estimation.
- h. **Project planning and execution time schedule** (covering pre/post tender activities), procurement and construction planning, commissioning procedure.
- i. **Operations and Maintenance:** O&M practices to be followed, preventative and general maintenance schedule, etc.
- j. Plant Safety and Security requirement.
- k. Risk assessment and its mitigation plan.

## **II. Part B: Technical assessment of Ground mounted project:**

- a. **Site details:** Assessment of site conditions such as location, weather conditions, water level, its variation, land profile, shadow-free area, site

accessibility such as approach road availability of construction water/power, feasible location for setting up of FSPV project's control room, storage area, suitable plant assembly area, etc.

- Study the existing natural drainage and suggest suitable drainage arrangement to avoid flooding of the area after development of Solar Projects in the proposed land.
- b. **Resource assessment:** A detailed study of solar radiation resource assessment shall be carried out with other climatic factors such as temperature, wind velocity, precipitation. Availability of water (for cleaning of PV Modules, & domestic purpose of personnel stationed at site) with a suggestion on requirement of water treatment facility based on quality of water available.
- Solar radiation data using various software/tools and comparing the same with the data gathered by different sources, assessment of yearly/monthly climatic data such as wind load, precipitation, humidity, temperature etc., and their impact on plant design, the data should be gathered from reliable national/international sources such as IMD Data, NASA Satellite Data, Meteonorm (6.0) Time Series Data, Meteonorm (7.0)- Time Series Data, Solar GIS Data etc.
- c. **Solar Plant Capacity:**
- Based on the land area available & suitable technology assessment, consultant shall suggest installation capacity of Photovoltaic Solar Power Plant in the identified area.
  - Preparation of detailed technical specification, rating & capacity of the various project components like Solar PV Module, PCU, Mounting Structure, BoS etc. required for execution of the project.
  - Bill of material along with cost estimate for development of solar power plant.
- d. **Power evacuation infrastructure:** Assessment of existing and proposed Transmission line, power evacuation infrastructure at the substation side etc. of the project. Assessment of transmission line will include the route survey map along with the details of land type, any hindrances/crossings, right of the way etc.
- e. **Basic Engineering design:** Specifications of the various technical components of the said project shall be prepared with relevant IS/ BIS Codes wherever applicable. Preparation of BOM to estimate cost of procurement / construction of civil, mechanical, electrical, electronics & IT infrastructure required for development of the project. Infrastructure details should contain specifications and layouts with respect to following facilities:
- Basic Project Technical Design including plant layout, DC Field Layout (solar module/string, inverter, String Monitoring Boxes /Combiner Box, DCDB etc.), AC Field Layout (Inverter Station, Switchyard, transformer etc.)
- f. **Project planning and execution time schedule** (covering pre/post tender activities), procurement and construction planning, commissioning procedure.

- g. **Operations and Maintenance:** O&M practices to be followed, preventative and general maintenance schedule, etc.
  - h. Plant Safety and Security requirement.
  - i. Risk assessment and its mitigation plan.
- III. Draft DPR is to be discussed with RECPDCL time to time and the changes as suggested are to be incorporated in final DPR.

**[B] Project Management Services:**

**i. Preparation of RFP and Bid Evaluation :**

- i. The Consultant shall prepare the RfP for engaging of EPC Contractor including project related details like feasible capacity, scope of work, qualification requirements, payment terms, technical specifications to ensure maximum life of the project, Operation & Maintenance Contract. The consultant shall prepare the all-necessary drawings and design required for tendering purpose.
- ii. The Consultant shall evaluate the technical and financial bids submitted by EPC.

**j. Activity during Construction Phase.**

- i. The Consultant shall review all the Drawings/Design submitted by EPC Contractor in line with technical specifications specified in EPC Contract to ensure appropriate compliance in terms of performance and safety
- ii. The consultant shall provide technical support during construction phase including submission of daily progress report & weekly progress report. Such support may be provided from consultant own office through VC/ e-mail etc. Consultant shall be engaged in day-to-day activities and provide timely clarifications as and when required till successful commissioning of project by deputing a dedicated well conversant engineer for site activity and quality check.
- iii. *Performance Test:* The Consultant shall witness performance test post commissioning of the project.
- iv. *Quality Check Report:* The Consultant shall submit quality check report for rectification by the EPC Contractor and shall check the as built drawings / documents, O&M documents submitted by the EPC Contractor post commissioning of project.

**5.1 Design and Engineering**

The scope defined hereunder is indicative only. All the related drawings/documents for Mechanical, Electrical, Civil etc. by the Consultant shall be reviewed, examined but not limited to the following:

- Scrutinizing Contractor's design documents for conformity to the ordered specification. Vendors manufacturing drawings shall be scrutinized commented in appropriate format along with mark-up if any within four working days from date of receipt.
- Coordination for design & engineering with Contractor, equipment Vendors, Civil Contractors, Erection Agencies and Company's Officers.
- Providing technical assistance to RECPDCL in clarifications of technical matters.
- Coordination with EPC contractor as well as sub Supplier to obtain the requisite data / information for scrutinizing and forwarding comments to RECPDCL.

- Coordinating with EPC contractor as well as sub Supplier for coordination of Erection with equipment / erection contractor (s).
- Design and engineering of complete Plant to be examined and to be reviewed.
- Review, examination and approval of the drawings incorporating all systems / equipment's / specialties / instrumentation keeping whole Plant in view for future maintenance work required in the plant irrespective of scope.
- Scrutinizing technical documents.
- Preparing and submission of basic study reports along with supporting calculation / documents for the different systems wherever necessary.
- Scrutiny, submission of comments and recommendation for approval of the test certificates. Consulting Engineers shall scrutinize and forward comments on test certificates of various civil works, concrete test blocks and different mechanical, electrical equipment's/systems supplied. Comments on drawings shall be submitted within 4 days.
- Preparing of Floating Solar PV Plant lay out and all other drawings.
- Coordination and verification of suppliers from EPC Contractor/ and other sub-contractors, Submission of manuals / drawings in time.
- Review of operation and maintenance manual submitted by respective supplier.
- Consulting Engineer, shall involve RECPDCL Engineers while designing / engineering critical items pertaining to all disciplines such as Mechanical, Civil, Electrical, etc. RECPDCL Engineers can visit design office for participation. Consultant upon receipt of LOI / Order shall plan out area in which RECPDCL Engineers are to be involved in design work.
- In engineering and design work, after commissioning any fault due to system design observed than consultant shall review the revised drawings/documents submitted by RECPDCL/EPC without any additional compensation within one year after successful commissioning of the unit.
- Consultant shall scrutinize the performance test Procedure and as per guaranteed parameters submitted by Contractor with bid in conformity to relevant standards, the Consultant shall witness and evaluate performance test of Floating Solar PV Plant & Equipment including retests, if any. Performance test evaluation shall be completed within one week. Recommend the levy of penalty.
- To study existing facilities that can be utilized for proposed project & to understand the problems faced by RECPDCL site Engineers and to collect site data, consultant Engineers shall visit site whenever needed, and incorporate the same in proposed project's design & engineering.
- Review of detailed plant operation and maintenance manuals which should also include desirable ranges of operating parameters of important/major equipment's and processes, maintenance check lists, troubleshooting charts etc.
- The consultant shall review system operational manual for all systems incorporating interlock / protection / tolerance for individual equipment.
- Review of bathymetric study, water body characteristics, geo-technical investigation (on

shore/off shore results and recommendations accordingly.

- Detailed scrutiny, checking, review and comments on general arrangement and fabrication drawings, for sections used, type of connection employed and connection details for main steel structures submitted by the principal steel contractor. The Consultant should submit his comments in 4 days time after receipt of documents / drawings from the Contractor.
- Detailed scrutiny, checking, review and comments on Vendor's equipment general arrangement drawings, foundation outlines, masonry and steel design drawings to ensure compliance with specific requirements of contract specification and completeness / clarity of requisite data with respect to relevant prevailing provisions of IS Coded/IRS Codes etc. Suggesting better alternatives of any part of drawing/design/details, calculations, etc for more clarity and fast processing.
- Detailed scrutiny, checking, review and comments on Architectural drawings showing floor plans wall sections, floor details, bill of materials and specifications for doors, windows, etc. and plumbing arrangement drawings for all the buildings with respect to relevant prevailing provisions of IS Coded/IRS Codes etc. all Suggesting better alternatives of any part of drawing/design/details, calculations, etc for more clarity and fast processing.

#### **Control Schematics.**

- a. Bill of Materials for piping.
- b. Preparing lists of Control Station indicating starting at local / remote, annunciation and indication requirement.
- k. Plant safety interlocks schemes.
  - The Consultant shall Review, examine, submit comments and recommend for approval of the Engineering & Design calculations submitted by vendors, in duplicate to RECPDCL for civil, mechanical, electrical, instrumentation & Controls.
  - Review of comprehensive operation manual for operation of Plant.

## **5.2 Project Monitoring**

- In order to monitor the project at RECPDCL's Corporate Office level, Consultant shall prepare & forward Progress Report covering design, engineering, procurement and site construction activities every day & detailed report every week. Whenever necessary, representative of Consultant shall visit RECPDCL Corporate Office to attend Project Review Meeting. Consultant should lead the technical review meetings with respect to finalised agenda points, preparation of Minutes of Meeting, circulating above to all concern officers and tracking the implementations of finalised points, periodically.
- Preparation and periodic updating of project network schedule, on the basis of committed and revised delivery schedule, by various suppliers and erectors, keeping in view of time schedule. Delay in approval of drawings etc. shall be the responsibility of the consultant and proportionate penalty shall be levied if plant activities are delayed by consultant.

### **5.3 Site Supervision and Reporting**

- Providing supervision at site during construction, fabrication, erection, testing, commissioning and conducting all performance guarantee tests to the satisfaction of Purchaser i.e. RECPDCL.
- The Consulting Engineers shall provide the services of one full time Resident Consulting Engineer and other experienced Engineers to carry out supervision of construction/ fabrication / erection and start-up / commissioning of the Plant and assist the Company in coordinating various start-up, initial operation and commissioning activities and in conducting performance and acceptance tests of the units / equipment / system, as per requirement of RECPDCL.
- Carrying out site management activities and highlight the various critical areas or Risk Assessment for RECPDCL to take necessary remedial actions.
- Preparation of check lists for commissioning activities.
- Review of detailed plant operation and maintenance manuals which should also include desirable ranges of operating parameters of important equipment's and processes, maintenance check lists, trouble-shooting charts etc.
- Deployment of adequate technical supervisory personnel under consulting Resident Engineer at site to associate with RECPDCL during the erection testing and commissioning of the entire plant along with all system etc.

### **5.4 Shop Inspection**

The inspection report submitted by RECPDCL shall be reviewed by the consultant along with the observations in an approved format

### **5.5 Coordination**

The Empaneled agencies shall work closely with the Company and promptly carry out their part of the work to enable the completion of the project within the stipulated time. The services will be rendered quickly for all the work stipulated in the scope of this specification so as to enable satisfactory and early completion of the project.

### **5.6 Additional Services**

At the specific request of the Company, the agencies shall provide such additional services not listed in the specifications in relation to the project activities.

### **5.7 Technical Qualification Criteria**

- I. The tenderer/bidder should have experience of completing Consultancy Services satisfactorily for providing project management consultancy services of Solar PV plant (Floating and Ground mounted Solar PV Plants).

The tenderer should furnish the experience data in the Technical Bid in Schedule-V and will also give list of key personnel with their qualifications and experience who will be handling this project in different disciplines in the organisation as per

Schedule-VII enclosed herewith. Time taken for the execution of the study planned by the tenderer should also be indicated in Schedule-V. Detailed and precise information on these matters should be furnished in the Technical Bid. Failure to do so is likely to result in the offer being rejected.

- II. The Team leader for providing services shall have the qualification not limited to the following:
- a. Team Leader should have 10 (Ten) years of experience in design and engineering department, out of which last 5 (five) years should have been at managerial level for Solar PV Power Project.
  - b. He should be Graduate in Mechanical/Electrical/Civil Engineering.
  - c. The Consultant shall upon receipt of LOI / Order, need to submit complete bio- data of appointed Team leader within one week period for approval.
  - d. RECPDCL shall scrutinize and if deemed fit, approve the same or otherwise ask the Consultant to submit biodata of other Team leader for approval.
  - e. Agency shall have well qualified and experienced engineer in Civil, Mechanical, Electrical.
  - f. Agency team members deputed for assignment shall not be changed without prior approval of RECPDCL/owner.

### **5.8. Instruction to Bidders**

- (1) EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders of an amount of Rs 2,50,000/- (Rupees Two Lakh and Fifty Thousand only-) for Category A and Rs 5,00,000/- ( Rupees Five Lakh Only/-) for Category B with this EOI in the form of Demand Draft/Bankers Cheque in favor of “REC Power Development and Consultancy Limited”, Payable at Gurugram or Bank Guarantee (bid bank guarantee) in the prescribed format from a scheduled bank.

The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted.

- (2) The Bidder does not anticipate a change in ownership during the proposed period of execution of work. If such a change is anticipated, the scope and effect thereof shall be defined.
- (3) Any of the Board of directors/employee of agency shall not be associated OR employed directly or indirectly with any of the potential OEM/ manufacturers/ suppliers or vice versa. A declaration regarding not having conflict of interest will have to be furnished by Bidder as stipulated in SCHEDULE - IX.

- (4) Bidder should not have been put on holiday or blacklisted / banned by RECPDCL or its subsidiary/ or any other government bodies in past for consultancy assignment in projects. In this regard, the bidder shall submit undertaking as stipulated in SCHEDULE-X. If the documents were issued inadvertently / downloaded from website, offer submitted by such bidders shall not be considered for opening / evaluation / award. This applies even if the bidder company's name is changed and such blacklisting / ban was put up for their earlier name. If such incident shall be found at any stage of tendering process, the EMD/SD as applicable, of such bidder shall be forfeited.
- (5) Bidder is expected to study and examine all the terms, conditions and instruction included in the document. The Bidder shall sign all pages of bid as token of having read the Bid & submit one copy of Bid document duly signed along with Part-I of the Bid.
- (6) After empanelment of successful bidders, based on various project requirements, the bidders will be asked to furnish their best rates for the specified job. **Empaneled bidders will have to furnish their best quotes within 10 days of receiving of notice regarding project work by RECPDCL or within specified time as per requirement.** Offer/ Bid must be in accordance with and responsive to that specified project work and all documents appended hereto. Incomplete bid, bid received after the due date, bid which are not in sealed covers and not super-scribed as stipulated, shall be liable to be rejected. RECPDCL reserves the right to verify all Statement / Information submitted to confirm Bidder claim on experience and capabilities to perform work.
- (7) Bidders shall submit their bid in accordance with the tender documents. Bidder should fill up no deviation certificate as attached in Schedule-III & should submit along with PART-I Envelop. Bid without no-deviation certificate shall be rejected.
- (8) Bidder must indicate the official designation and the authority of the individual signing the tender with copy of Power of Attorney duly authorized by a notary indicating that a person(s) signing the bid has/have the authority to sign the bid and bid is binding upon the bidder for full validity period of the Bid.
- (9) DELETED
- (10) RECPDCL may at its discretion extend the deadline set for submission of the EOI.
- (11) Bid Validity:
  - Bids for empanelment shall be valid for 90 days from the last date of submission of technical bid.
  - Post empanelment the validity of the Offer for any specified assignment shall be 180 days from the date of opening of the Price-Bid.
- (12) The bidder shall bear all costs associated with the preparation or delivery of its Bid, participating in discussions. RECPDCL will in no case be responsible or

liable for those costs and expenses regardless of the outcome of the bidding process.

- (13) RECPDCL reserves right to call for original of the supporting documents for verification if so, deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.
- (14) Bidders may note that mere issuance of EOI and/or submission of Bids shall not entitle automatic qualification in the bid.
- (15) Bid shall be submitted in 02 sets (01 original + 01 copy) completed in all respect at the Bid submission address on or before due date.

**Bid Submission Address:**

**Mr. S C Garg,  
Chief General Manager & HoD,  
REC Power Development and Consultancy Limited  
REC World Headquarters,  
Plot No. I-4, Sector 29, Gurugram, Haryana-122001.**

- (16) Bidder shall not canvass for their offer in any form at any level. Any Bidder, if found to canvass his offer, his offer shall be liable to be rejected without any notice.
- (17) Tender documents shall be Non-transferable.
- (18) All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the submitted bids should be attested.
- (19) Part I - Technical Bid **shall be submitted by Regd. Post/Speed Post/Courier only** on or before due dates. **Bid submitted by Fax/E- mail/Tele-fax shall be rejected.** However, instruction given in clause No 5.8 to 5.10 for Bid Submission should be strictly followed.
- (20) RECPDCL shall not be responsible for any delay in Post in receipt of Tender. Bids received in damaged/opened condition are liable to be rejected.
- (21) RECPDCL reserves the right to accept, prefer or reject any or all the Bids without assigning, any reason whatsoever. RECPDCL reserves the right to cancel the bidding process during any stage without assigning any reason.
- (22) Address for Correspondence (For Bid Queries only during Financial Bid Submission) will be provided to the empaneled bidders.

## **5.9 Documents Comprising the Bid**

### **Part – I: Technical Bid:**

1. Documents establishing the eligibility and qualification of the bidders per Schedule-I to Schedule-XII.
2. EMD in prescribed format.

**Part – II: Price Bid (To be asked later for empaneled bidders)**

1. Security Deposit /Performance Bank Guarantee
2. Price as per Schedule-B.
3. Documents establishing the financial price and other requirements of the bidders per Schedule-I to Schedule-XII.

**5.10 Submission of bids**

Bid shall be submitted in two parts:

- Part – I: Technical Bid: Technical bid shall contain the following:
  - All the schedules duly filled in and signed as per the Formats available at Section-VIII (one original + one copy).
  - Details of the bidder as per as per Schedule–II in Section-VIII (one original + one copy).

**Part – II: Price Bid (Online submission only) for Empaneled bidders at later stage as per project requirement.**

(1) Bank Details of RECPDCL:

Particulars	Details
I. Name of Beneficiary	REC Power Development and Consultancy Limited.
II. Branch name and address	IDFC First Bank Limited, Birla Towers, 4th Floor East Tower & LGF West Tower, Barakhamba Road, New Delhi -110001
III. IFSC code	IDFB0020101
IV. Bank account No	10000697415
V. GST Details:	
• GST Enrolment / Registration No.:	06AADCR7399K1ZP
• Name as per GST Registration	REC POWER DEVELOPMENT AND CONSULTANCY LIMITED
• GST Registration Address:	Ground Floor, I-4, RECPDCL, REC World Headquarter, Block-D, Sector- 29, Near IFFCO Chowk Metro Station, Gurgaon, Haryana, 122001

- (2) Tender Fee is exempted by RECPDCL.
- (3) PBG of the estimated project cost shall be submitted by empaneled bidders during the submission of quote price as per the prevailing guidelines.
- (4) Details of the Bidder as per Schedule–II in Section-VIII (one original + one copy).
- (5) Deleted
- (6) Audited Annual Report with complete financial details for last 04 financial years. Bidder has to submit the notarized certificate of Registered Chartered Accountant for the turnover of last 04 financial years as mentioned in Section-IV- Qualification Requirement Clause no.2.
- (7) Bidder has to attach a Net worth certificate from the Registered Chartered Accountant for the past four audited accounting years as mentioned in Section-IV- Qualification Requirement Clause no.2.
- (8) Client certificate duly notarized & completion report for whom the experience is listed in support of Qualifying criteria & Experience list as per Schedule-V & Schedule-VI (one original + one copy).
- (9) Technical Approach & Methodology & work Plan as per Schedule-IV.
- (10) Bidder shall have to submit copy of GSTIN registration certificate & PAN card.
- (11) Power of Attorney duly notarized for Bid Signing Authority (one original + one copy).

**It is mandatory for all the bidders to submit their technical bid documents in hardcopy in scheduled time.**

The Part-I envelope should be put together in a sealed envelope and submitted. The main envelope shall be super-scribed as “ **Offer for Empanelment of Technical Agencies for Project Management Consultancy services for setting up of the Floating Solar PV Plant at various locations across PAN India for Two Years under \_\_\_\_\_ (Category Name) by RECPDCL.**”

Bid submitted without sealed envelope is liable to be rejected.

It is mandatory for all empaneled bidders to submit their PRICE-BID (Schedule-B) **through online (e-tendering) only during the later stages.** Price bid submitted in physical form will not be considered for its opening and only online submitted price bid will be considered for evaluation.

## **5.11 Opening of Bids:**

Initially the Part-I of the bid documents will be opened and scrutinized as per Tender scope, terms & conditions. Offers not meeting the criteria / conditions mentioned in the

Tender documents will not be processed further and shall not be eligible for empanelment.

## **5.12 Completeness of Tender:**

The tender should be complete in all aspects. The Bidder shall furnish all relevant details called for in the specification with supporting documents wherever required for considerations by RECPDCL. The tenders not containing complete details as above are liable for rejection.

## **5.13 Earnest Money Deposit (EMD):**

EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders of an amount of Rs 2,50,000./- (Rupees Two Lakh and Fifty Thousand only.-) for Category A and Rs 5,00,000/- ( Rupees Five Lakh Only/-) for Category B with this EOI in the form of Demand Draft/Bankers Cheque in favor of “REC Power Development and Consultancy Limited”, Payable at Gurugram or Bank Guarantee (bid bank guarantee) in the prescribed format from a scheduled bank.

The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted against submission of EMD however, related valid document /certificate from NSIC/MSME registered with Central/State Government of India should be submitted.

Earnest Money Deposit of the bidder(s) may be forfeited by RECPDCL in the following events:

- Upon failure of the Bidder to hold his offer open in accordance with the terms of EOI provided under specific projects.
- If the Bidder(s) withdraws or varies its Bid during the period of Bid validity.
- If the Bidder(s) does not accept the corrections of its Bid Price as specified in the tender bid documents.
- In case of Successful Bidder, if the Bidder fails to
  - a. Sign the contract agreement in accordance with the terms and conditions of the EOI.
  - b. Furnish the required SD cum PBG, in accordance to the terms and conditions of the tender bid documents.
  - c. If the bidder/his representative commits any fraud while competing for this contract.
  - d. In case the bidder/contractor is disqualified from the bidding process in accordance to the terms and conditions of “Integrity Pact” of the tender bid documents.

**Corporate guarantee is not acceptable.**

In case of successful empaneled Bidder, EMD shall be refunded after completion of empanelment period. In case of other Bidders, the EMD shall be returned after due completion of empanelment process.

#### **5.14 Security Deposit (SD)/ Performance Bank Guarantee (PBG):**

The successful bidder shall be required to submit Security Deposit of the estimated tender value in the form of Bank Guarantee, in format as per **Annexure-A** of Section-IX. The SD shall be furnished within 10 days along with the acceptance of LOI. In case of no submission of Security Deposit within stipulated time frame, RECPDCL reserves the right to cancel the order and forfeit the EMD amount. The Bank Guarantee for Security Deposit shall be valid for entire project period. The Bidder shall furnish the Bank Guarantees towards PBG & EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

## **SECTION – VI**

### **6.0 Commercial Terms & Conditions for Empaneled bidders**

#### **6.1 Validity of Tenders:**

Tenders should be valid for acceptance for a period of at least Hundred Eighty (180) days from the date of opening of price-bid. In case any bidder quotes a lower validity period than that called for, his offer shall be liable for rejection. In exceptional circumstances, the RECPDCL may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing.

#### **6.2 Prices:**

The price quoted by the empaneled Bidder in the price schedule at later stage shall remain FIRM throughout the Contract period. Applicable GST shall be indicated separately over & above quoted price. Any change in tax or introduction of new tax as applicable during course of contract shall be reimbursed at actual on submission of proof.

However, TDS or any other taxes as applicable at the given point of time will be deducted at source at actual at the prevailing rates at the time of release of payment towards invoices.

#### **6.3 Price Variation / Escalation:**

The price as mentioned above remains firm and fixed throughout the contract period from the date of LOI to L1 Bidder, without any escalation.

#### **6.4 Site Visits:**

The price shall be inclusive of site visits, lodging/boarding, to and fro travelling charges from registered office of consultant to RECPDCL office, Project site, EPC vendor or sub-vendor works/site/offices. No extra charges shall be entertained throughout the contract period.

#### **6.5 Bid Evaluation and Comparison of Offers:**

The evaluation process of the tender, proposed to be adopted by the RECPDCL is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the RECPDCL may adopt. However, RECPDCL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

- (i) A two stage procedure shall be adopted for evaluation of proposals i.e. Technical evaluation and financial evaluation. Technical criteria will be used for meeting the empanelment of agencies while empaneled agencies will be asked for price bid based on future specified assignments.

- (ii) RECPDCL will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- (iii) RECPDCL will assign points to the technically qualified bidders based on the technical evaluation criterion given in the EOI document. Conditional bids are liable to be rejected.

### 6.5.1 Bid Evaluation

- (i) The Technical Bids of the bidders shall be scrutinized based on qualifying criteria.

Empanelment Criteria for selection are as under:

#### A. For participation in Category A

Sl No.	Particular	Marking Criteria	Marks Distribution	Maximum Marks for allocation	Supporting Documents
1	Nos. of Years in Operation of Firm	Up to 5 Years	1 mark for each additional year and maximum up to 10 Marks (Fraction of Year will not be considered)	05	Incorporation Certificate for commencement of Business
		Above 5 years		05	
2.1	Experience in Project Management Consultancy Services of cumulative capacity of 10 MW (including ground mounted or Floating Solar) in the last four years preceding the bid submission date.	Single work of 8 MW	2.5 marks for each additional MW and maximum up to 30 Marks (Fraction of MW will not be considered)	25	
		8- 10 MW		05	
		Greater than 10 MW	35	05	
2.2	Experience in Project	Single work of 1 MW	1.25 marks for each additional	20	Purchase order in support of

	Management Consultancy services of Floating Solar power plant of One Solar Plant at Single Location.	For 2- 9 MW	MW and maximum up to 30 Marks (Fraction of MW will not be considered)	10	aggregate capacity along with Certificate for Successful completion
		Greater than 9 MW	25	05	
3	Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria. This should be delivered by key team Leader, including the Key members				
3.1	Detailed understanding of the context, Knowledge of market scenario, and requirements for scope of work to be carried out			20	Presentation and discussion
3.2	Detailed approach and methodology to be adopted for high quality Design and Engineering for delivering the scope				
3.3	Detailed approach and methodology to be adopted for high level of Bill of Materials (BOM), Procurement Assistance and Quality Assurance for delivering the scope.				
3.4	Detailed understanding of the Contracting and Project Management				

#### **B. For participation in Category-B**

Sl No.	Particular	Marking Criteria	Marks Distribution	Maximum Marks for allocation	Supporting Documents
1	Nos. of Years in Operation of Firm	Up to 5 Years	1 marks for each additional year and maximum up to 10 Marks (Fraction of Year will not be considered)	05	Incorporation Certificate for commencement of Business
		Above 5 years		05	
2.1	Experience in Project Management Consultancy Services of cumulative capacity of 50 MW (including ground mounted and Floating Solar) in the last four years	Single Work of 40 MW	25	25	Purchase order in support of aggregate capacity along with Certificate for Successful completion
		40- 50 MW	0.50 marks for each additional MW and maximum up to 30 Marks (Fraction of MW will not be considered)	05	
		Greater than	35	05	

	preceding the bid deadline.	50 MW			
2.2	Experience in Project Management Consultancy Services of Floating Solar Power Plant of One Solar Plant at Single Location.	Minimum 5 MW	25	25	Purchase order in support of aggregate capacity along with Certificate for Successful completion
		5-10 MW	1 marks for each additional MW and maximum up to 30 Marks (Fraction of MW will not be considered)	05	
		More than 10 MW	35	05	
3	Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria. This should be delivered by key team Leader, including the Key members				
3.1	Detailed understanding of the context, Knowledge of market scenario, and requirements for scope of work to be carried out		20		Presentation and discussion
3.2	Detailed approach and methodology to be adopted for high quality Design and Engineering for delivering the scope				
3.3	Detailed approach and methodology to be adopted for high level of Bill of Materials (BOM), Procurement Assistance and Quality Assurance for delivering the scope.				
3.4	Detailed understanding of the Contracting and Project Management				

Note:

- Interested bidder has to apply separately for each category for participation under each category.
- Each Bidder will receive a technical merit score based on the above-mentioned evaluation criteria.
- Bidders has to achieve minimum of 70 Marks to get empaneled.

## 6.5.2 Deleted

## 6.5.3 Empanelment Criteria

Empanelment shall be valid for 2 years initially. There shall be a system of ongoing performance monitoring and evaluation of the empaneled consultants. Those consultants who do not regularly participate in the enquiries (2 enquiries continuously) or do not deliver the assigned work on time (Any single work) shall be de-empaneled after giving due notice and opportunity to explain.

## **6.6 Deleted**

## **6.7 RECPDCL reserves the right:**

- a. Not to accept any offer.
- b. To reject any or all the tenders without assigning any reasons thereof.
- c. To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of RECPDCL.
- d. To revise the quantum of works/ completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.
- e. To contact directly the customer for which the job has been executed in past for their reference, feedback & verify the data submitted by the Bidder.

## **6.8 Zero Date of consultancy work:**

1. The date of Letter of Intent (LOI) shall be considered as effective date (zero date) for the contract period calculation for empanelment of bidders.

## **6.9 Timeline of Work:**

### **Timelines to Execute Assignments**

<b>Sl No</b>	<b>Activity</b>	<b>Timeline</b>
1	Issuance of LOI for specific assignment	D0 - Zero Date
2	Submission of Draft RFP Documents	To be notified later
3	Submission of Final RFP Documents	To be notified later
4	PMC Job	To be notified later

## **6.10 Validity of Contract:**

The period of empanelment shall be 24 months from the date of release of Empanelment Letter of this EOI with a further provision of extension for (1+1) year.

## **6.11 Insurance:**

The liabilities of all types of applicable insurance coverage for the Consultant's personnel engaged for the scope of services shall rest with the Consultant and RECPDCL shall not be responsible for any liability/damages, whatsoever.

## **6.12 Payment Terms:**

The terms of payment for the services rendered would be defined based on the actual work for which the empaneled bidders may quote their best rates for award of work.

### **6.13 Submission of Invoice & Mode of Payment:**

The invoice in triplicate along with all required documents complete in all respects shall be submitted to the CGM and HoD, RECPDCL. Invoice on fax/e-mail will not be accepted.

Invoices complete in triplicate (3 copy) in all respects is to be raised by the bidder to “CGM and HoD, RECPDCL” who shall process the same after due verification and the payment shall be paid through RTGS/NEFT within 30 (Thirty) Days after receiving all documents with invoice at RECPDCL’s Corporate Office at Gurugram, Haryana.

The invoices shall be prepared and submitted in the format prescribed under GST Laws.

### **6.14 DELETED**

### **6.15 Penalty for Delay:**

Any delay that may take place in Consultancy service for subject work beyond contractual cut-off date/ stipulated period in the order shall be subjected to penalty (not liquidated damages) at the rate of ½ % of the total contract price/order price per week or part thereof subject to a maximum of 10% of the total contract value/order value with applicable taxes & duties. GST as applicable shall be recovered over and above the Penalty amount.

Due consideration will be given in the levy of penalty for reasons absolutely beyond control of consultant for which necessary evidence shall be produced by the consultant to the satisfaction of the competent authority of the RECPDCL.

RECPDCL reserves the right to forfeit Bid security/ Security Deposit or deduct payment or claim damages from the Consultant if during tendering or during project execution stage it is found that Bidder has violated any terms and condition as stipulated in “Conflict of Interest” declaration as per Schedule-IX of the Tender.

### **6.16 Taxes:**

#### **a) Goods and Service tax (GST):**

- (i) Owner shall reimburse GST at actual as per prevailing rates upon the production of documentary evidence for having paid the same. For the delayed completion of services attributable to the contractor, the variation in GST if any will be to the account of the contractor.

GST/Cess means applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.

- (ii) Empaneled Agency should charge GST in Invoice at the rate as agreed to /

mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, misinterpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Consultant. However, any refund received by the Empaneled Agency on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the Empaneled Agency.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of statutory variation clause shall apply.

**b) Income Tax:**

Income Tax, as applicable will be deducted from the amount due to the contractor.

**6.17 Correspondence:**

Empaneled Agency shall do correspondence in hard copies as well as through E-mail.

**6.18 Contract Agreement:**

Bidder shall enter into an agreement with the RECPDCL as per format attached in Annexure-C. This agreement shall be duly notarized on stamp paper of Rs. 300/- and shall be signed within one week of receipt of the order. The agreement shall be signed by the Bidder or his authorized representative and RECPDCL, affixing seal of the Bidder and RECPDCL. The cost of stamp fee shall be borne by the Bidder. The contract shall comprise of the tender with the detailed scope of work, schedules, bidder's offer, all correspondence done till issue of detailed order and acceptance of Bidder thereof. Three numbers of hard copies with a soft copy of contract agreement shall be submitted.

**6.19 Jurisdiction:**

All questions, disputes or differences arising out of or in connection with the tender/contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender/ acceptance of tender is issued/ is situated i.e., Gurugram, Haryana (India).

**6.20 Statutory Variations:**

The Lump-sum price quoted shall be exclusive of GST as applicable. Incometax will be deducted at applicable rate. Statutory variations in the GST shall be permitted as under:

(A) Statutory variations during original contractual completion period:

- (i) If any increase takes place in taxes and duties due to statutory variation, then RECPDCL shall admit the same on production of documentary evidence.

- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to RECPDCL or RECPDCL shall admit the decreased rate of taxes and duties while making the payment.

(B) Statutory variations beyond original contractual completion period:

- (i) If reasons for extension of contractual completion period is attributable solely to RECPDCL, the provisions of (A) (i) above shall apply.
- (ii) If a reason for extension of contractual completion period is attributable to Empaneled Agency, then:
  - (a) Any increase takes place in taxes and duties including GST due to statutory variation, then RECPDCL shall not admit the same; however, RECPDCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
  - b) If any decrease takes place in taxes and duties including GST due to statutory variation, the same shall be passed on to RECPDCL or RECPDCL shall admit the decreased rate of taxes and duties while making the payment.

## **SECTION – VII**

### **7.0 General Conditions of Contract (GCC)**

#### **7.1 Confidentiality:**

Empaneled Agency shall hold in confidence this assignment and all activities relating to the Project and all documents and other information whether technical or commercial which is of a confidential nature supplied by or on behalf of the RECPDCL relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate Competent Authorities disclose the same to any third party.

#### **7.2 Deviations in Tender:**

Offers which conform to the specification without any deviation will only be accepted. Bidder has to submit no deviation certificate as per Schedule-III.

#### **7.3 Other Terms & Conditions:**

The Empaneled Agency shall list out his experience, and provide proof with documentary credentials of services rendered, in his offer in Schedule- IV, V, VI & VII.

#### **7.4 Language:**

English language will be used in all written communications with respect to the services to be performed hereunder and with respect to all documents procured or prepared by you in connection with the project.

#### **7.5 Assignment:**

The contract in whole or part shall not be transferred or assigned to others.

#### **7.6 Time is the Essence:**

It is clearly understood and agreed by the Empaneled Agency that time is the essence of the contract as the work under this contract is very important and critical for the project execution and commissioning on schedule.

#### **7.7 Ownership of Document:**

All drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other engineering documents collected in connection with the services hereunder shall at all stages be and remain the property of RECPDCL and while in the custody of bidder shall be fully available to RECPDCL and its duly authorized representatives. On completion of the assignment, the entire drawings etc. mentioned here in above shall be delivered to RECPDCL.

Similarly, all the drawings, design, calculations, specifications, lists, photographs, soft copies, pen-drives/storage devices and other technical documents etc. pertaining to the project, furnished by the contractor/s shall also be the property of RECPDCL.

#### **7.8 Secrecy:**

Empaneled Agency shall use in its best efforts to hold in strict confidence all data, information and records received by it from Owner and shall not surrender, inform, forward to third party without prior written permission from the Owner. Any data collected by the Empaneled Agency in the course of this assignment shall be the property of the Owner and the Empaneled Agency shall not disclose the same to any other party/person without concurrence of the owner in writing.

Empaneled Agency shall bind its personnel to secrecy and it shall take all necessary measures to observe the obligation of non-disclosure by its person data, information, records etc.

#### **7.9 Indemnity:**

Empaneled Agency shall be liable for and shall indemnify RECPDCL in respect of all damages or injury, to any of the Agency's personnel and / or property assigned to this project.

#### **7.10 Statutory Regulations:**

Empaneled Agency shall at its own expense, comply with all labour and other statutory laws, regulations as may be applicable to him for this assignment in respect of work and his employees. Empaneled Agency shall indemnify Owner and every employee of Owner against all actions, claims, demands, cost whatsoever arising out of or Empaneled Agency shall be liable to reimburse the employee and keep indemnified Owner in respect of all actions, claims, procedures, demands, cost, expense that Owner may have to incur on account of default of Empaneled Agency.

#### **7.11 Rejection of Bid:**

Bid response is liable to be rejected if:

- a) Received after the expiry of the due date and time.
- b) Received by telex, Fax, E-mail.
- c) With validity period less than that specified in the specification.
- d) Incomplete, ambiguous and not substantially responsive.
- e) Participating bidder have stake in one or more other bidders/ consultants who are participating in same tender and on account of submission of wrong information/ declaration in the tender, then the bidder will be declared as disqualified automatically and EMD/ SD will be forfeited. Further, RECPDCL shall take stern action including stop dealing with their firms.

## **7.12 Force Majeure:**

- a) Neither the consultant nor the Owner shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as
- War, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes, natural phenomena.
  - Strikes & lockouts continuing more than 03 weeks, sabotage or act of terror.
  - Any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay.
  - In case the force majeure conditions prolong beyond a continuous period of 2 months, the Owner shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.
- b) As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.
- c) Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Owner or any account of such a delay for any other reason whatsoever.

## **7.13 Cancellation / Termination of Contract:**

Owner reserves the right to terminate the contract or part thereof any time giving 30 days' notice to bidder without giving any reason.

### **Suspension:**

RECPDCL may by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of their obligations under this contract, provided that such notice of suspension,

- (i) Shall specify the nature of the failure, and
- (ii) Shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

### **Termination:**

**(1) Termination by RECPDCL:**

- (A) RECPDCL reserves its right to terminate the contract in full or in part and at any time by giving a written notice of 30 days. In case, RECPDCL terminate the contract by issuing written notice, the consultant shall be paid for the actual work done till the date of notice and the payment shall be calculated on prorata basis for the actual work done. Empaneled Agency shall also be paid for the commitments related with this assignment which cannot be terminated, on production of documentary evidence of such commitments. Upon receipt of the written notice, attempts to terminate all commitments and otherwise minimize all cost shall be made by the Empaneled Agency. Above payment shall be subject to submission of all data, design, plans, specifications and other documents for the project up to the date of termination of contract, to RECPDCL.

In case, the Empaneled Agency terminate the contract by issuing a written notice or abnormally delays the works beyond scheduled time frame, RECPDCL reserves the right to get work done by another agency. Any expense which may be incurred in excess of the sum which would have paid to the original agency, for completion of unexecuted works shall be deducted /recovered from any money due, to the original agency, by RECPDCL.

- (B) RECPDCL may also terminate the Contract, by not less than thirty (30) days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause and sixty (60) days in the case of the event referred to in (d). Bidder shall be paid as per provision indicated at (A) above:
- (a) If the Bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
  - (b) If the Bidder (or any of their Members) become insolvent or bankrupt;
  - (c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice” means the offering, giving, receiving or soliciting of anything of monetary value or otherwise to influence the action of a public official in the selection process or in contract execution.
  - (d) On operation of any law / by law/rules under which the project is prejudicial to the interest of the RECPDCL.

**(2) Cessation of Rights and Obligations:**

Upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration
- (b) The Bidder obligations to permit inspection, copying and auditing of their accounts and records
- (c) Any right which a client may have under the Applicable Law.

### **(3) Disputes in the Events of Termination:**

If either Party disputes whether an event specified in paragraphs (a) to (d) of (1)-B hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause No. 7.15 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **7.14 Settlement of Disputes:**

##### **(a) Amicable Settlement:**

The Parties to this agreement shall use their best efforts to settle all disputes arising out of or in connection with this Contract or the interpretation thereof amicably through conciliations.

##### **(b) Dispute Settlement:**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably by conciliations within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the decision of Chairman, RECPDCL.

#### **7.15 Arbitration:**

In case of any dispute the arbitration shall be in accordance with Indian Arbitration and conciliation Act 1996. The venue of arbitration shall be at New Delhi.

## **SECTION – VIII**

List of schedules to be submitted along with the bid:

<b>SR. NO.</b>	<b>SCHEDULE NO.</b>	<b>DESCRIPTION</b>
1	SCHEDULE I	BID FORM
2	SCHEDULE II	GENERAL INFORMATION OF BIDDER
3	SCHEDULE III	NO DEVIATION CERTIFICATE
4	SCHEDULE IV	APPROACH & WORK PLAN
5	SCHEDULE V	LIST OF PROJECTS EXECUTED / PAST EXPERIENCE
6	SCHEDULE VI	LIST OF PROJECTS ON HAND
7	SCHEDULE VII	BIO DATA OF KEY PERSONNEL (PROPOSED TO BE ASSOCIATED WITH THE PROJECT)
8	SCHEDULE VIII	PROFORMA OF UNDERTAKING
9	SCHEDULE IX	DECLARATION REGARDING CONFLICT OF INTEREST
10	SCHEDULE X	DECLARATION REGARDING NON BLACKLISTING OF BIDDER WITH RECPDCL/ ANY OTHER GOVT. ORGANIZATIONS
11	SCHEDULE XI	INTEGRITY PACT
12	SCHEDULE- B	PRICE SCHEDULE
13	SCHEDULE XII	BID CHECK LIST
14	SCHEDULE XIII	UNDERTAKING
15	SCHEDULE XIV	POWER OF ATTORNEY
16	SCHEDULE XV	LIST OF ANNEXURE

**SCHEDULE – I**

**BID FORM**

Bid No:

From:

To,

Mr. S C Garg,

Chief General Manager & HoD,

REC Power Development and Consultancy Limited

REC World Headquarters,

Plot No. I-4, Sector 29, Gurugram, Haryana-122001.

I/We, the undersigned have carefully examined and understood the tender document. I/We hereby agree to carry out work & provide services as described in scope of work & other parts of tender.

In case of award of work, I/We shall complete the work as per the prescribed schedule in the tender.

I/We are hereby producing the details of the representative to be contacted by RECPDCL as under:

Name : .....  
Designation : .....  
Company : .....  
Address : .....  
Phone Nos. : .....  
Mobile Nos.: .....  
Fax Nos. : .....  
E-mail address : .....

Authorized signatory:

Name & Designation with Seal:

Date :

Place:

## **SCHEDULE - II**

### **GENERAL INFORMATION OF BIDDER**

1 Name of the bidder \_\_\_\_\_  
\_\_\_\_\_

2 Status of Firm/ Company: Proprietorship Firm / Partnership Firm/ [Mark ✓]  
Company  
(Private or Public)

3 Number of years in the business \_\_\_\_\_

4 Registered Office Address: \_\_\_\_\_

5 Operational Address [If different from above] \_\_\_\_\_

6 Telephone No. : \_\_\_\_\_

7 Fax No : \_\_\_\_\_

8 E-mail ID : \_\_\_\_\_

9 Website : \_\_\_\_\_

10 PAN No : \_\_\_\_\_

11 GST Registration No : \_\_\_\_\_

12 GST Registration Name & Address : \_\_\_\_\_

12 ISO Certification [If any] [If 'Yes', Please Furnish Details]:

Name & Designation of  
Authorized Signatory with Seal

Date :

Place :

**SCHEDULE - III**

**NO DEVIATION CERTIFICATE**

This is to certify that we have gone through the tender Bid documents and as agreed up on the terms and conditions of the tender bid documents, we confirm that there is no deviations are taken by us and abide with the stipulated terms and conditions of the tender Bid Documents.

Name & designation of  
Authorized Signatory with Seal

Date :

Place :

## **SCHEDULE – IV**

### **DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

<b>SL. No.</b>	<b>Particular</b>	<b>Details (to be furnished by bidder)</b>
a)	<u>Technical Approach and Methodology</u> In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.	
b)	<u>Work Plan</u> In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Customer), and delivery dates of the reports & performance test testing of projects. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.	

Name & designation of  
Authorized Signatory with Seal

Date :

Place :

### **SCHEDULE – V**

#### **List of projects executed / past experience**

(References to be considered for Evaluation of Technical Capabilities)

<b>Sr. No.</b>	<b>Name of Client/ Contact Address &amp; Ph No.</b>	<b>Project Name/ Location</b>	<b>Size In MW</b>	<b>Brief Scope of Services</b>	<b>Customer name with Contact person/ Project In charge</b>	<b>Date of Order &amp; completion</b>
1						

**Note:**

1. Information furnished above shall form basis for assigning merit score as per Bid Evaluation Criteria. References indicated above shall be supported by satisfactory completion certificate or other valid documentary proof for individual project by respective client along with name/address/contact no of person issuing the certificate. RECPDCL reserves the right to contact directly the clients for their feedback.
2. Bidder shall only furnish data of installed, completed projects.
3. Bidder shall highlight List of projects to be considered for assigning Merit score for Bid Evaluation as per criteria prescribed in clause 6.5.1 with supporting document.

Name & Designation of  
Authorized Signatory with Seal

Date :

Place :

**SCHEDULE - VI**

**List of Projects on Hand (As on Date)**

<b>SR. NO.</b>	<b>NAME OF CLIENT</b>	<b>TYPE OF ASSIGNMENT &amp; DESCRIPTION OF THE PROJECT WITH LOCATION</b>	<b>DATE OF ORDER</b>	<b>EXPECTED DATE OF COMPLETION</b>
1				
2				
3				
4				
5				

Name & Designation of  
Authorized Signatory with Seal

Date :

Place :

## **SCHEDULE - VII**

### **Bio-data of key personnel proposed to be deployed for the project**

<b>Sr. No.</b>	<b>Category</b>	<b>Name of Persons with Designation with proposed area of involvement</b>	<b>Qualification</b>	<b>Experience in undertaking similar work</b>	<b>Total Experience in Renewable energy sector</b>	<b>Major Projects handled in past with response</b>
1	Team Leader					
2	Engineer -I					
3	Engineer -II					

(Attach Separate sheet if required)

Note:. Information shall be furnished for Key professional identified by the Bidder and proposed to be associated with this assignment. Bio data of other key persons of the organizations shall be furnished separately if desired.

Name & Designation of  
Authorized Signatory with Seal

Date :

Place :

**SCHEDULE - VIII**

**PROFORMA OF UNDERTKAING**

I/We..... (Name(s) authorized signatory (ies), on behalf of M/s. (Name of Bidder) do hereby undertake that:

(i) Our company or any of its Directors/Partners/Employees/Affiliates shall abstain from taking part, directly or indirectly, in any of the tenders invited for the project or for supply of goods / services related to the same project in case of our company has been awarded the job of Engineering Consultancy Services.

(ii) The Directors/Partners/Employees of our company shall refrain themselves from holding any position in any of the bidding company (ies) participating in the aforesaid type of tenders, or the successful bidding company (after award of the contract), and shall also refrain from entering into any business relationships or activities, which would result in a “Conflict of Interest” with such company (ies) participating in the tender / awarded the contract.

(Authorized signatory) Signature:

Name: Designation:

Date:

Place:

## **SCHEDULE - IX**

### **Declaration Regarding Conflict of Interest**

I/We undersigned on behalf of M/s \_\_\_\_\_ (Name of Bidder) declare that I/We have read the stipulated requirement of “conflict of interest” as mentioned in the qualifying criteria of the ITB, clause 5.8 of the EOI document of RECPDCL for providing consultancy services and We hereby declare that We have no conflict of interest as stipulated in the tender and M/s \_\_\_\_\_ (Name of Bidder) meets the qualifying criteria and conflict of interest clause as per tender.

We note and agree that in case of revelation of any violation, breach or noncompliance either during tendering stage or in case of award of work RECPDCL reserves the right to forfeit the bid security and shall be entitled to recover and bidder shall be liable to compensate for any loss in any form incurred to RECPDCL from the bidder.

Authorised signatory:

Date :

Place :

Company seal

**SCHEDULE-X**

**Declaration regarding non blacklisting of bidder with RECPDCL/ Any other Govt. Organizations**

**DECLARATION**

To,  
Chief General Manager & HoD,  
REC Power Development and Consultancy Limited  
REC World Headquarters,  
Plot No. I-4, Sector 29, Gurugram, Haryana-122001.

Dear Sir,

We further confirm that we are not/ have not been blacklisted or kept under holiday by RECPDCL/ any govt. organizations at present or in the past (Including Firm under different name whose experience is claimed for Qualification or Technical Evaluation under the Bid).

We agree that in case any breach of this undertaking is found, the bid shall be rejected/terminated and RECPDCL will have right to take panel action for such breach including forfeiture of EMD, Security Deposit or any other compensation as deemed necessary as per provision of the contract.

Signature of authorised person

Name:

Designation:

Official seal:

Place:

Date:

Offer No. & Date:-\_\_\_\_\_

## **SCHEDULE-XI**

**(This format is for reference purpose only. The scanned version of the format, duly signed by RECPDCL's authorized signatory, is available on the RECPDCL website as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on website)**

### **PRE CONTRACT INTEGRITY PACT**

#### **A. GENERAL**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on .....day of the month of \_\_\_\_\_ 2023, between, on one hand, the REC Power Development and Consultancy Ltd. acting through Shri....., Designation of the officer, (hereinafter called the "RECPDCL", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s .....represented by Shri .....(hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the RECPDCL propose to procure (Services as per the Scope of Work Mentioned in the EOI ..... (Insert EOI Number) (hereinafter called the "Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Services") and the BIDDER is willing to offer/has offered the said "Services".

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the RECPDCL is a Ministry /Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to: -

Enabling the RECPDCL to obtain the desired "Services" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the RECPDCL will commit to prevent

corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the RECPDCL**

1.
  - 1.1. The RECPDCL undertakes that no official of the RECPDCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2. The RECPDCL will, during the pre-contract stage, treat all BIDDER alike, and will provide to all BIDDER the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
  - 1.3. All the officials of the RECPDCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the RECPDCL with the full and verifiable facts and the same is prima facie found to be correct by the RECPDCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the RECPDCL and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the RECPDCL, the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RECPDCL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the RECPDCL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3. The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the RECPDCL that the BIDDER is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the RECPDCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the RECPDCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RECPDCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the RECPDCL, or alternatively, if any relatives of an officer of the RECPDCL had financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the RECPDCL.
4. Previous Transgression
  - 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company

in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. Earnest Money (Security Deposit): While submitting commercial bid, the BIDDER has deposit Earnest Money/Security, Deposit, to RECPDCL as required in terms of tender conditions stated herein.
6. Sanctions for Violations
- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the RECPDCL to take all or any one of the following actions, wherever required: -
- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the RECPDCL and the RECPDCL shall not be required to assign any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the RECPDCL, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the RECPDCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the RECPDCL, along with interest.
- 6.1.6. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the RECPDCL resulting from such cancellation/rescission and the RECPDCL/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Government of India RECPDCL/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the RECPDCL.
- 6.1.8. To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the RECPDCL with the BIDDER, the same shall not

be opened.

6.1.10. Forfeiture of performance Bond in case of a decision by the RECPDCL to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.

6.2. The RECPDCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the RECPDCL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the RECPDCL, if the contract has already been concluded.

## 8. Independent External Monitors (IEM)

8.1. RECPDCL has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by RECPDCL).

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the RECPDCL.

8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the RECPDCL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality.

8.7. The BIDDER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of RECPDCL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the RECPDCL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the RECPDCL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the RECPDCL.

## 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

## 12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the RECPDCL and the BIDDER, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

(Signature)

(Signature)

(For & On behalf of RECPDCL)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Name:

Name:

Designation:

Designation:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

\* Provision of these clauses would need to be amended /deleted in line with the policy of the RECPDCLin regard to involvement of Indian agents of foreign supplies

**SCHEDULE-B (PRICE SCHEDULE)**

(To be furnished unpriced with part – I & priced with part – II)

Sr. No.	Deliverable (to be finalized at later stage)	Rate in INR Lakhs
1		
2		

Note:

Above price are exclusive of GST, which shall be paid extra as per prevailing rates. It shall also include all the cost as per the tender terms and conditions.

Above prices remain firm for 180 days from the date of LoI without any escalation.

Name & Designation of Authorized Signatory with Seal:

Date:

Place:

**SCHEDULE – XII**  
**BID CHECK LIST**

<b>Sr. No.</b>	<b>Check Item</b>	<b>Yes (Y) / No (N)</b>	<b>Ref Page in Bid</b>
1	Tender fee.		
2	EMD		
3	Bid Form Duly Signed By Authorized signatory.		
4	Bidder Information as per Schedule-II		
5	No deviation certificate		
6	Power of Attorney in favour of Authorized Signatory		
7	Description of approach, methodology and workplan for performing the assignment as per Schedule-IV		
8	Experience List as per Qualifying Criteria as per Schedule-V		
9	List of projects on hand as per Schedule No. VI		
10	Bio-data of key personnel proposed to be deployed for the project as per Schedule-VII		
11	Performa for Undertaking as per Schedule-VIII		
12	Declaration regarding Ownership/Conflict of Interest As per schedule-IX		
13	Declaration regarding non blacklisting of bidder with RECPDCL/ any other govt. organizations as per Schedule-X		
14	Integrity pact as per Schedule-XI		
15	Un-priced Copy of Price Schedule-B		
16	Audited Annual reports for last 04 financial years		
17	Bid Submitted in Two Parts Separately. Part-I in sealed cover & Part-II (Price Bid) online		

**SCHEDULE-XIII**

**UNDERTAKING  
(BOTH - ONLINE and HARDCOPY)**

**UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS Along with  
TERMS & CONDITIONS**

(To be submitted on Rs.100 Stamp paper signed by the authorized signatory of the bidder)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. \_\_\_\_\_ dated \_\_\_\_\_ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing RECPDCL requirements at the time of award and/or signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake that I/We understand that the RECPDCL reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for RECPDCL for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to RECPDCL. In case of a failure to comply and/or a variation, RECPDCL has sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of One Hundred and Eighty days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of tender specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind

in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

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

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

I/We hereby declare that our company/ organization has not been blacklisted, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

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

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

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

Signature of Authorized Signatory Name of the Signatory

Date Place

Company Name Company Seal

**SCHEDULE-XIV**

DELETED

## **SECTION – IX**

### **List of Annexure**

<b>Sr. No.</b>	<b>Annexure no.</b>	<b>Description</b>
1	ANNEXURE- A	Format of security deposit cum performance BG
2	ANNEXURE- B	Format of Bank Guarantee for EMD
3	ANNEXURE- C	Format for Contract Agreement
4	ANNEXURE- D	Instruction to Bidders for Tender Wizard

**ANNEXURE- A**

**(On stamp paper of 100/-)**

**Format of Bank Guarantee for Security Deposit / Performance Bank Guarantee**

M/s REC Power Development and  
Consultancy Ltd. REC World Headquarters,  
Plot No I-4, D-Block Sector-29,  
Gurugram – 122001, Haryana (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. :

In consideration of REC Power Development and Consultancy 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 entered into an agreement dated \_\_\_\_\_/issued Purchase Order  
No. \_\_\_\_\_ dated \_\_\_\_\_ with/on

M/s \_\_\_\_\_ (hereinafter referred to as  
“The Technical Agency” which expression unless repugnant to the content or meaning thereof,  
shall include all the successors, administrators, and executors).

WHEREAS the Supplier is having unequivocally accepted to supply the materials as per terms  
and conditions given in the Agreement dated \_\_\_\_\_/Purchase Order No.  
\_\_\_\_\_ dated \_\_\_\_\_ and

RECPDCL having agreed that the Contractor shall furnish to RECPDCL a Security deposit for  
the faithful performance of the entire contract 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 Contractor) in cover of security deposit in  
accordance with the terms and conditions of the Agreement/ Purchase 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 Contractor having failed to perform the Agreement and  
despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ plus 60 (Sixty) days of claim period  
and any claim made hereunder must be received by us on or before expiry date/claim period after  
which date this Letter of Guarantee will become of no effect whatsoever whether returned to us  
or not.

\_\_\_\_\_  
Authorized Signature  
Chief Manager/  
Manager Seal of  
Bank

**ANNEXURE- B**

**FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the [Insert name of the Bidder] (hereinafter referred to a 'Bidder') submitting the response to EOI inter alia for Empanelment of technical Consultants for Project Management Consultancy services for setting up of the Floating Solar and Ground Mounted Solar PV Plant at various locations across PAN India for Two Years. .... [insert the name of the Bidder] as per the terms of the EOI, the .....[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to REC Power Development and Consultancy Limited (RECPDCL) at [Insert Name of the Place from the address of RECPDCL ] forthwith without demur on demand in writing from RECPDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees.....[..... only], on behalf of M/s ..... [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including.....[insert date of validity in accordance with the EOI and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....(Indian Rupees.....only). Our Guarantee shall remain in force until .....[insert date of validity in accordance with the EOI]. RECPDCL shall be entitled to invoke this Guarantee till.....[insert date of validity in accordance with EOI].

The Guarantor Bank hereby agrees and acknowledges that the RECPDCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by RECPDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to RECPDCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction

or conditions and notwithstanding any objection by.....[Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require RECPDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RECPDCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly RECPDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by RECPDCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by RECPDCL.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees .....Only) and it shall remain in force until.....[Date to be inserted on the basis of EOI].

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to RECPDCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by RECPDCL to any entity to whom RECPDCL is entitled to assign its rights and obligations.

Notwithstanding anything, we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if RECPDCL serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_[Insert Name and Address of the

Bank] \_\_\_\_ Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full

Address. Dated this \_\_\_\_\_ day of \_\_\_, 20 \_\_\_\_\_

## **ANNEXURE – C**

### **FORMAT FOR CONTRACT AGREEMENT**

(On Stamp Paper of Rs.300/-)

This agreement is made at Gurugram this \_\_\_ day of \_\_\_\_\_ in the Christian \_\_\_\_\_ year  
Two thousand \_\_\_ between \_\_\_\_\_  
\_\_\_\_\_ (herein after referred to as “THE TECHNICAL AGENCIES” which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the REC Power Development and Consultancy Limited. having their Corporate Office at REC World Headquarters, Plot No. I-4, Sector 29, Gurugram, Haryana-122001 (hereinafter called “The RECPDCL” which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid RECPDCL has accepted the tender of the aforesaid contractors for

\_\_\_\_\_ as per RECPDCL’s Order No. \_\_\_\_\_ hereinafter called “the Works” and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri \_\_\_\_\_ on behalf of the Consultants and by \_\_\_\_\_ on behalf of the RECPDCL a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression “the Works” wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE RECPDCL has accepted the tender of the contractors for the construction of the said works for the sum of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT :—

The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the RECPDCL doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as is provided by the contract.

The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the RECPDCL to enforce penalty for delays and /or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc., attached with RECPDCL's Order No. \_\_\_\_\_

The contract value, extent of supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

List of documents forming part of the contract:

- 1.
- 2.
- 3
- 4.
- 5.
- 6
- 7.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & official seal) For

and on behalf of M/s. \_\_\_\_\_

In the presence of Name, Full Address & Signatures. :

(i) \_\_\_\_\_  
-----  
-----  
-----

(ii) \_\_\_\_\_  
-----  
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**2. Signed, Sealed and Delivered by :**

(Signature with Name, Designation & official seal)

For and on behalf of REC Power Development and Consultancy Limited.,

REC World Headquarters, Plot No. I-4, Sector 29, Gurugram, Haryana-122001

In the presence of Name, Full Address & Signature:

(i) \_\_\_\_\_  
-----  
-----

(ii) \_\_\_\_\_  
-----  
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## **ANNEXURE – D**

### **INSTRUCTION TO AGENCIES/FIRMS FOR TENDER WIZARD**

Agencies shall submit their responses online through e-tendering website [www.tenderwizard.com/REC](http://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](http://portal.recpdcl.in) (or) [www.recindia.nic.in](http://www.recindia.nic.in) (or) [www.eprocure.gov.in](http://www.eprocure.gov.in) and e-tendering registered link is given in RECPDCL website i.e. [www.tenderwizard.com/REC](http://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' 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](http://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 (Help desk No - 011-49424365, [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) Sh. Amrish -8799753401, [twhelpdesk934@gmail.com](mailto:twhelpdesk934@gmail.com)) 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](http://www.tenderwizard.com/REC) in the prescribed form.

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

1. Eligibility Criteria supporting Documents as asked in Section-IV.
2. Responder's particulars (on Letter Head) as per Schedule- II
3. Undertaking towards not being black-listed as per Schedule –X.
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 Schedule VIII & Schedule XIII 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 Schedule XIV (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender).
7. Integrity Pact as per Schedule XI (Scanned copy to be uploaded and original to be submitted before the last date & time of Submission of Tender)

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