

No. RECPDCL/TECH/2021-22/620

Dated: 02.07.2021

Notice Inviting Tender

(Invited through e-Tendering mode only)

GeM Availability Report ID: GEM/GARPTS/02072021/VZTCACVKJ2DE dated 02.07.2021

For

Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies.

REC Power Distribution Company Limited

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

CIN No. of RECPDCL-U40101DL2007GOI165779

Corporate office

D Block Ground Floor, REC World Head Quarter

Plot no. I-4, Sector -29, Gurugram

Haryana 122001. Website: www.recpdcl.in

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

Important Dates	
Date of Release of Tender	02.07.2021
Date of Pre-bid meeting	05.07.2021
Last date of submission of Tender	17.07.2021 up to 11:00 Hours
Date of Opening of Technical Bid	17.07.2021 up to 12:00 Hours
Date of Opening of Financial bid	To be intimated later
Earnest Money Deposit (EMD)	Not Applicable
Cost of Bid Document	Not Applicable

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

Note:

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

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

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

INDEX

Sl.NO.	Section	Particulars	Page no.
1	SECTION-I	IMPORTANT INFORMATION	3
2	SECTION-II	INTENT & SCOPE OF WORK	4
3	SECTION-III	INSTRUCTIONS TO AGENCIES	5
4	SECTION-IV	DETAILED SCOPE OF WORK	7
5	SECTION-V	ELIGIBILITY CRITERIA	9
6	SECTION-VI	GENERAL CONDITIONS OF BID	11
7	SECTION-VII	BID EVALUATION METHODOLOGY & PAYMENT TERMS	12
8	FORM I	LETTER FOR SUBMISSION OF BID	16
9	FORM II	BIDDER'S GENERAL DETAILS	17
10	FORM III	FINANCIAL BID FORMAT	18
11	ANNEXURE I	LETTER OF TRANSMITTAL	19
12	ANNEXURE II	BID SECURITY DECLARATION	20
13	ANNEXURE III	PERFORMANCE BANK GUARANTEE	21
14	ANNEXURE IV	INTEGRITY PACT	22
15	ANNEXURE V	UNDERTAKING TOWARDS NOT BEING BLACK-LISTED	26
16	ANNEXURE VI	POWER OF ATTORNEY	27
17	ANNEXURE VII	CVs OF ALL PROPOSED TEAM MEMBERS	29
18	ANNEXURE VIII	NO-DEVIATION CERTIFICATE	30
19	ANNEXURE IX	FINANCIAL ELIGIBILITY CRITERIA	31

SECTION-I**(IMPORTANT INFORMATION)**

Tender Reference No.	RECPDCL/TECH/2021-22/620 DATED: 02.07.2021	
Work Item Title/ Description	Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies.	
Mode of Tendering	Open (e-Tendering)	
Tender Release Date	02.07.2021	
Date of Pre-Bid Meeting	12.00 hrs on 05.07.2021	
VC link for Pre-bid meeting	https://meet.google.com/rce-sxpr-zoc	
Last Bid Submission date	Up to 11.00 hrs on 17.07.2021	
Date of Opening of Bid	12.00 hrs on 17.07.2021	
Location of Bid submission/ Opening	D Block Ground Floor, REC World Head Quarter Plot no. I-4, Sector -29, Gurugram Haryana 122001, Landmark : Near IFFCO Chowk Metro Station	
Tender Category	Services	
EMD Fee	No EMD applicable.	
Bid Validity days	180 days from last Date of Bid submission	
Duration of Assignment	Empanelment shall be valid for a term of 30 months from the date of Empanelment Notification.	
Address of Correspondence/ for Bid Submission	Ms Valli Natarajan, Additional CEO, REC Power Distribution Company Limited D Block Ground Floor, REC World Head Quarter Plot no. I-4, Sector -29, Gurugram e-mail: co.delhi@recpdcl.in	
Contact Person	Shri Alok Singh General Manager (Tech.) Ph: 9873900765 Email: aloksingh@recpdcl.in	Shri Rishiraj Mallik Dy. Manager (Tech.) Ph: 8584873924 Email: rishiraj.mallik@recpdcl.in
Support Team Contact Details	E – Tender wizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Amrish -8799753401, twhelpdesk934@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com	

Exemption for payment of EMD amount will be given to Micro, Small & Medium Enterprises (MSMEs)/agency(ies) registered with National Small Industries Corporation Ltd. (NSIC). However, relevant valid document/ Certificate from NSIC or Ministry of MSMEs, Govt. of India is required to be submitted without which bidders are not entitled for exemption.

SECTION-II

INTENT & SCOPE OF WORK

RECPDCL is inviting Notice inviting Tender (NIT) along with the information as required for the detailed evaluation from the prospective agencies who can participate in this process as per the eligibility criteria and terms & conditions mentioned in this notice NIT for carrying out environment and social safeguard management of High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal funded by multilateral/bilateral funding agencies. 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 overall goal of the Environmental and Social Management Framework (ESMF) is to ensure that decision making in subsequent stages of the project is informed and influenced by environmental and social considerations for each of the subprojects, many of which are still to be identified. It aims to integrate environmental and social concerns into the project's design and implementation and to exclude any Category A (high impact) project investment under this program. In order to achieve this, main objectives of the ESMF are:

- a. To establish clear procedures and methodologies for the environmental and social planning, review, approval and implementation of subprojects to be financed under the Project;
- b. To specify appropriate roles and responsibilities, and outline the necessary reporting procedures, for managing and monitoring environmental and social concerns related to subprojects;
- c. To determine the training, capacity building and technical assistance needed to successfully implement the provisions of the ESMF;
- d. To establish the Project funding required to implement the ESMF requirements; and
- e. To provide practical information resources for implementing the ESMF.

Other activities:

1. Identification and review of the applicable local, State, National and International Environmental legislation and regulatory framework;
2. Describe the environmental and social settings by collecting of baseline information through primary field surveys, monitoring and secondary data/documents with respect to topography, land cover, geology, geomorphology, climate, meteorology, ambient air quality, noise quality, soil quality, traffic pattern, hydrology including surface and ground water quality, Ecology- terrestrial and aquatic flora and fauna, environmental sensitive areas, archaeological resources, Socio-cultural and economic environment.
3. Assessing the natural resource consumption for project activities.
4. Prediction and identification of environmental and social impacts of the project in construction and operation phase of project followed by evaluation of significance of the predicted impacts;
5. Formulation of Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement action plan (RAP) and Forest Clearance Proposal in accordance with World Bank Safeguard Requirements with management tools and techniques including monitoring and reporting requirements for effective implementation. Develop summary reports in English & local languages.
6. Any other scope as per requirement of Environmental and Social Impact Assessment Framework, World Bank Safeguard Requirements and project activity.
7. Preparation of final reports after incorporating of suggestions/comments on reports made by RECPDCL and our client.
8. All Study & reporting should conform to the WORLD BANK Environmental and Social Standards (ESS) framework.

It is also relevant to mention that decision of RECPDCL in regard of the above cases will be final and binding to the agency & RECPDCL at its sole discretion reserves the right to add/ delete items in scope/ nature of work. Further RECPDCL reserve the right to conduct e-RA.

SECTION-III

INSTRUCTIONS TO AGENCIES

SUBMISSION PROCESS OF BID DOCUMENTS:

A. Downloading & viewing of Tender Document:

Bidders can download and view tender document from RECPDCL web site www.recpdcl.in (or) e-tender website www.tenderwizard.com/REC (or) REC website www.recindia.nic.in (or) Central Public Procurement Portal www.eprocure.gov.in at free of cost.

B. Participation through e-Bid Submission:

Bidders shall submit their Bid documents online through website www.tenderwizard.com/REC

- 1) 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 as per procedure given below.

Steps for Online Registration:

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

Note:

- While accessing tenderwizard.com website, please type 'REC' in capital letters only to get access of e-tender portal.
 - Activation of On-Line registration may take about maximum 24 hours. It is the responsibility of the bidder to register in advance.
- 2) Please note that the agencies have to obtain digital signature token for applying the bid. Bidders may also obtain the same from Tender Wizard.

Steps for applying for Digital Signature from Tender Wizard:

Download the Application Form from the website <https://www.tenderwizard.com/REC>. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officials whose address is given in this tender document.

C. Submission of Bid Documents:

Submission of bids will be through **online e-tendering mode on website www.tenderwizard.com/REC and Hard copy of Integrity Pact, Power of Attorney shall be submitted at following location on or before the last date of submission on or before the stipulated time:**

**Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
D Block Ground Floor, REC World Head Quarter
Plot no. I-4, Sector -29, Gurugram
Haryana 122001.**

Agencies should upload Bid documents (scanned copies) as mentioned below. Online submission of Bid documents is mandatory.

- 1) **Letter for Submission of Bid** has to be submitted on Company's letterhead duly signed and stamped as per format of **Form-I**. This is mandatory document for submission.
- 2) Documents in support of **Pre-Qualification Criteria** as per Section-V of NIT shall be uploaded through online mode and the same shall be submitted in hard *be submitted before last date & time of submission of bid*.
- 3) **Bidder's General Details** has to be submitted on Company's letterhead duly signed and stamped as per format of **Form-II**.
- 4) **Do not upload Financial Bid document with any other bid documents. Financial bid has to be uploaded separately.**
- 5) **Letter for Transmittal** has to be submitted on Company's letterhead duly signed and stamped as per format of **Annexure-I**.
- 6) **Bid Security Declaration** has to be submitted as per **Annexure - II**.
- 7) 2 sets of Integrity Pact on Rs. 100 Stamp paper as per format of **Annexure-IV in original has to be submitted before last date & time of submission of bid**.
- 8) Undertaking towards not being blacklisted as per format of **Annexure-V**
- 9) **Power of Attorney** has to be submitted issued by the Bidding Company in favour of the authorized person signing the Bid as per format of **Annexure-VI**. Scanned copy of Power of Attorney has to be uploaded and *original has to be submitted before last date & time of submission of bid*.
- 10) **No-Deviation certificate** has to be submitted as per **Annexure – VIII**.
- 11) **Financial eligibility criteria** has to be submitted as per **Annexure - IX**

Documents to be submitted in case of Award of Work.

- 1) Contact Details of Owners of the Company along with Project In-charge from the company.
- 2) **Performance Bank Guarantee** has to be submitted by bidder within 5 days from the award of LoA as per **Annexure-III**.
- 3) Work Progress report on Daily, Weekly Basis. Format will be shared at the time of award of work.

Note: All the documents should be addressed to.

**Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
D Block Ground Floor, REC World Head Quarter
Plot no. 1-4, Sector -29, Gurugram
Haryana 122001**

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

SECTION-IV

DETAILED SCOPE OF WORK

A. SCOPE OF WORK

A.1. Project Environmental Management activities: The Environmental Specialist's tasks shall include but not be limited to the following:

- i. Support RECPDCL in ensuring compliance related to environmental safeguards adhering to the provision of ESMF
- ii. Advice related to good practices on pollution risk and control for the design, operation and maintenance of substations, storage yards and maintenance workshops. Develop good practice manual to facilitate adherence.
- iii. Develop environment management checklist for use by Client officials and Contractors in undertaking their supervision, monitoring and implementation activities.
- iv. Review and confirm that all relevant clearances and permits have been obtained prior to/ during commencement of works and all required signage /flags etc. are in place at site. Particularly ensure that all open pits, excavations that are left overnight are secured from access by humans and animals
- v. Review documentation and undertake site visits (environmental audit) to document (including photographs) and confirm that all corrective actions for existing facilities, set out in the EMP have been adequately implemented

A.2. Project Social Impact Management Activities: The **Social Impact management** shall include but not be limited to the following:

- i. Monitor social impacts and mitigation activities as included in the ESIA report, improve monitoring indicators and mitigation plans, if needed
- ii. Prepare semi-annual and annual social impact monitoring reports
- iii. Assist Client in establishing a grievance redressal mechanism and support in managing grievance redressal processes throughout project implementation
- iv. Prepare completion report as per the recommended practices
- v. Provide guidance and advice to Client on any social safeguards compliance issues and provide training as needed.

A.3. The Safety Management Activities shall include but not be limited to the following:

- i. Support Client in discharging their safety responsibilities and ensuring compliances to safety regulations.
- ii. Provide safety counselling /advice at different stages in project implementation, to contractor's staff and Client officials.
- iii. Advice related to good safety practices for the design, and conversion work from Overhead to Underground Cabling system.
- iv. Develop safety management checklist for HVDS works for use by contractors and client officials in undertaking their implementation, supervision and monitoring activities
- v. Review documentation and undertake site visits (safety audit) to document (including photographs) and confirm that all corrective actions for existing facilities (as laid out in ESMF) have been adequately implemented

A.4. Report structure:

- vi. ESIA Summary Report
- vii. Introduction: Introduction to the Project and ESIA methodology;
- viii. Project Description: Project description and applicable standards (Local, Regional, National, International), Site assessment, Study area, Technical description of the Project and activities & related infrastructure and activities;
- ix. Administrative Framework: Applicable environmental and social regulatory framework and its relevance for Project;

- x. Environmental and Social Baseline: Outlines Environmental and Social Baseline in the study area of the project;
- xi. Stakeholder Mapping and Analysis: An overview of the stakeholder engagement activities undertaken during the ESIA;
- xii. Impacts Assessment and Mitigation Measures: Environmental and Social Impact Assessment and mitigation measures;
- xiii. Environmental and Social Management Plan: Detailed Environmental and Social Management Plan (ESMP) in accordance to WB/ADB/IFC Performance Standard
- xiv. Forest Clearance proposals
- xv. Resettlement Action Plan (RAP)
- xvi. Public Consultations / Grievance redress mechanism
- xvii. Project Appraisal, Monitoring and Reporting Arrangements
- xviii. Conclusions and Recommendations

A.5. The selected agency is specifically expected to facilitate RECPDCL for Environmental Health & Safety Management services and Social Impact assessment in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies

Note: Scope & nature of work is indicative only; however, RECPDCL reserves the right to add/delete as per the requirement of RECPDCL.

A.6. **Timeline & DELIVERABLES**

The timeline for completion of the different district wise works contracts is 24months. However, the total completion time for the Consultancy service including closure process will be 30 months from the date of signing of contract. The timeline in respect of individual packages/districts will be elaborated & finalized through deployment schedule during contract agreement and may be extended or shortened on the basis of district wise/overall progress of work .

- i. **Any changes or additional work as may be required by RECPDCL as the case may be is to be carried out by agency without demur/protest/damage.**
- ii. **COORDINATION:** Agency shall inform the name & address of the Nodal Officer who will report about their regular daily progress & performance of the assignment. Progress report as per the requirement of RECPDCL and its client should be sent to **RECPDCL corporate office & Project Office** in prescribed Performa. In case, absence of any information is adversely affecting the progress of work, the issue could be escalated to **Addl. CEO, RECPDCL.**

B. Performance/Progress Evaluation

1. The agency concerned shall also provide Name/Contact Nos./Email IDs/Fax No. of all Key management officials.
2. Completion of assignment in time is most important element of the contract. The progress of work shall be evaluated on daily basis vis-à-vis proposed milestone target for completion of work. Submission of reports will be the criteria with which the progress of the work will be measured.

SECTION-V

ELIGIBILITY CRITERIA

S. No	Minimum Qualification Criteria	Documents Required
1	Bidders should be a company incorporated under Companies Act, 1956 or 2013 including any amendment thereto. OR Any Proprietorship/ Partnership Firm registered with Competent Govt. Authority. Note: Joint Venture or Consortium Firms are not allowed.	Certificate of Incorporation issued under Indian Companies Act 1956 or 2013 from Registrar of Companies to be submitted. In case of Proprietorship/ Partnership Firm, valid registration certificate issued by Competent Govt. Authority is to be submitted. In addition to above, copy of PAN and GSTIN registration should also be submitted.
2	Bidder should not be black-listed by any Central/State Govt. organization, PSU etc.	Bidder should submit an undertaking in this regard as per format of Annexure-VII.
Financial Eligibility Criteria		
1	Bidder's average annual turnover for last four financial years (FY 2020-21, 2019-20, 2018-19, 2017-18) should be at least Rs. 1 Crores.	Audited balance sheet of last four (FY 2020-21, 2019-20, 2018-19, 2017-18) is to be submitted along with CA certificate as per Annexure-IX. In case, audited balance sheet of 2020-21 is not available, bidder shall submit Provisional balance sheet of FY 2020-21 duly certified by their CA.
Technical Eligibility Criteria		
3	Experience in environment and social safeguard management of linear infrastructure projects, including preparation of Resettlement Action Plans and Forest Clearance proposals as main consultant for Indian linear infrastructure /power distribution projects funded by multilateral/bilateral funding agencies e.g. World Bank/SDB, KFW etc.	Experience of at least 02 (Two) completed Consultancy Projects in conducting ESIA and Environmental Management Plan (EMP) including Resettlement Action Plan (RAP) in past 7 years. The minimum value of such project should be Rs 500 Cr.
4		Experience of at least 02 (Two) completed Consultancy Projects in conducting ESIA and Environmental Management Plan (EMP) including Forest Clearance Plan in past 7 years. The minimum value of such project should be Rs 500 Cr.

In case the assignments submitted against criteria 3), fulfils the criteria 4), the same assignments would be scored against criteria 4) as well.

Team Composition:

The Consultant must have the following Team Composition:

Key members:

Environmental Expert (one):

- At least Graduate degree in Engineering in field related to Environment.
- At least 7 years of experience in managing environmental aspects of power sector projects. Expert with more than 10 years of experience will be given extra weightage.

- At least 2 years of experience in managing environmental aspects of linear power distribution/transmission sector projects. Expert with more than 4 years of experience will be given extra weightage. Experience of working on Multilateral Development Bank funded projects will be an added advantage

Social Expert (one) :

- At least a graduate degree in any social science
- At least 7 years of experience in managing social impacts of power sector projects. Expert with more than 10 years of experience will be given extra weightage.
- At least 2 years of experience in managing social impacts of linear power distribution/transmission sector projects. Expert with more than 4 years of experience will be given extra weightage. Experience of working on Multilateral Development Bank funded projects will be an added advantage.

Safety Expert (one) :

- At least a diploma in Engineering
- At least 12 years of total experience in infrastructure projects. Expert with more than 15 years of experience will be given extra weightage.
- Experience of working as a Safety Expert in at least one linear power distribution/transmission project. Expert with experience in more than 2 projects will be given extra weightage.

Support staff

Environment Associate (One)

- At least a diploma in engineering or graduate degree in science
- At least 3 years of experience in handling tasks like environmental supervision, monitoring and implementation of environmental management plans (EMPs) in power transmission/distribution works.

Social Associate (One)

- At least a graduate degree
- At least of 3 years of experience in handling tasks like social supervision, monitoring, and implementation of resettlement plans etc. in distribution/transmission sector projects.

SECTION-VI

GENERAL CONDITIONS OF BID

1. The bidder should submit the documents through e-tendering mode for evaluation of their bids. Bids of the bidders not fulfilling the conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
2. RECPDCL reserves the right to accept or reject any or all requests for NIT invitation/ engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
3. Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation of minimum order within the proposed project.
4. RECPDCL reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
5. RECPDCL reserve the right to call for fresh tenders/ bid invitation at any stage and /or time as per the present and /or envisaged RECPDCL and its client's requirements even if the tender is in evaluation stage or in any stage.
6. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
7. The responder shall bear all costs associated with the preparation and submission of its response, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender process.
8. Consortium and joint venture in any form are not allowed. Also, bidders have to note that no sub-contracting / sub-letting is allowed.
9. RECPDCL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all responses at its sole discretion without assigning any reason whatsoever.
10. No price escalation is applicable on account of any statutory payments increase or fresh imposition of custom duty, GST like IGST, CGST, SGST, UTGST or duty leviable in respect of the major components of the system/services.
11. Bidder's quoted rates should be firm and fixed. No price variation and escalation will be allowed.
12. Bids must be submitted in English language only.
13. Incomplete, telegraphic or conditional tenders are not accepted.
14. If due to any reason, the due date is declared as a holiday, the tender will be opened on next working day at the same time
15. The Bids with validity of less than 90 days from the last date of bid submission shall not be considered. The validity can be further extended as per requirement of RECPDCL
16. Any or all Bids may be rejected or accepted partially or fully without assigning any reason thereof by Chief Executive Officer, RECPDCL. Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time
17. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the submitted bid
18. Bidders are requested to watch out RECPDCL website for change of events/additional information from time to time.

SECTION-VII

BID EVALUATION METHODOLOGY & PAYMENT TERMS

1. Preparation of Financial Bids:

- a. The Agency should upload Bid document with duly signed copy of the requisite documents through digital signature.
- b. The Bidders are required to submit the complete financial bid documents through e-tendering only after satisfying each and every condition laid down in the tender documents. Other forms the bid shall be summarily rejected.
- c. Do not upload Financial Bid document with any other bid documents. Financial bid has to be uploaded separately.
- d. All rates should be in figures and in words. In case of discrepancy between the words and the figures the rate indicated in words shall prevail.
- e. Rates quoted should be firm and fixed. No price variation and escalation will be allowed.

2. Submission of Financial Bid:

- a. Financial Bid should be submitted through e-tendering mode and duly digitally signed by the authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.
- b. Bidders have to quote their rates strictly as per the financial bid format enclosed as form-III and should be submitted/ uploaded through online/e-tendering mode only including all taxes & duties and GST. Financial bids will be evaluated based on total price quoted.
- c. RECPDCL reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- d. The quotation shall be valid for entire contract period/completion of the Assignments.
- e. The bidders should satisfy themselves before submission of the bid to RECPDCL that they understand and satisfy each and every condition laid down in the bid document.

3. Opening and Evaluation of Financial Bid:

- a. Financial Bids of bidders meeting pre-qualification criteria will be opened on the date and time indicated in this document in the presence of bidders or their authorized representatives who desire to be present.
- b. If due date of receipt of Financial Bids/ opening of Financial Bids happens to be a closed holiday, the bids would be received and opened on the next working day, but the time of receipt and of opening will remain the same.
- c. REC PDCL reserves the right to postpone and/or extend the date of receipt/opening of Financial Bids or to withdraw the Financial Bid notice, without assigning any reason thereof. In any such cases, the bidders shall not be entitled to any form of compensation from the Company.
- d. Financial Bids shall be evaluated on the basis of total price inclusive of all taxes and duties quoted as per Form-III.

4. Commercial Terms, Conditions & Other Provisions:

- a. If it is found that the tax quoted is higher than the applicable tax, in that case applicable taxes will only be paid by RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL.
- b. Bidders have to quote as per financial bid format as above indicating all taxes. Financial bids will be evaluated based on total price quoted. At the time of release of payment to the bidder, TDS/Labour cess will be deducted as the case may.
- c. The Price shall remain FIRM till entire contract period/ completion of assignment.
- d. Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
- e. The offer must be kept valid for a period of 90 days from the last date of bid submission. No

escalation clause would be accepted. The validity can be further extended as per requirement of RECPDCL.

- f. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD/ PBG of the said bidder.

5. Payment terms:

The payment to the Bidder for the performance of the works under the contract will be made by RECPDCL as per following payment terms:

- a. 90% man-month payment will be released in two part
 - a. 45% will be released on quarterly basis
 - b. Remaining 45% will be released on submission of monthly/quarterly report and acceptance of the same by the client on half yearly basis
- b. 10% man-month payment will be released after closure of the project.

The payment shall be made by RECPDCL, within 7 days from date of receipt of payments by RECPDCL from client and on submission of invoices by successful bidder to RECPDCL.

6. Liquidated damages(LD) for delay for completion of work

- i. In the event of failure to complete the assignment within the stipulated completion period of maximum one week will be provided to complete the assignment subject to acceptance of RECPDCL. Thereafter a penalty of 0.1% of contract value per day will be levied on the agency subject to maximum of 10%. If the work is further delayed then the performance security of the bidder will be confiscated and the contract will be terminated.
- ii. In case of continued non-satisfactory performance, RECPDCL have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency maybe blacklisted for a period of one year or more for participating in any of the bids invited by RECPDCL. Also, RECPDCL would be free to intimate such black listing to various state/central utilities/ Ministry of Power/State Governments/other agencies not to consider the said agency for any assignment including publishing of the same information on websites.

7. Performance Bank Guarantees (PBG):

- i. Within 5 days from the date of issue of LOA, successful bidder must deposit Performance Bank Guarantee (PBG) fees @3% of the total contract value to RECPDCL as per format Annexure-III with validity till completion of assigned work as per requirement of RECPDCL.
- ii. The said PBG will be refunded after the completion and submission of high quality documentary/short film, subject to completion of all work as specified in tender.
- iii. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RECPDCL:
 - a) Hundred percent (100%) PBG amount furnished, if the Successful Bidder fails to submit deliverables as per scope of work and to the satisfaction of RECPDCL
 - b) Hundred percent (100%) PBG amount furnished, if all-inclusive work are not carried out as specified in the tender document for successful completion of the assignment.
 - c) In all the above cases corresponding uncompleted work shall stand cancelled.

8. Deviation:

The bidder must comply with the Scope of work, all terms and conditions & milestone target for execution of work as per bid document. No deviation on the lower side in this regard shall be accepted. In case of any deviation, Bids shall be summarily rejected.

- i. Bidders may be present in person or may send their authorized representative with authorization letter at the time of opening of bid as per schedule. No further intimation shall be given if there is no change in the schedule. It is expected that all bidder shall attend the opening of bids. However, bids shall be opened and decision shall be taken even in absence of

- representative if the bid opening is not attended.
- ii. RECPDCL reserves the right to reject any offer in full or in part & award the work to one or more than one bidders, without assigning any reason there of and without incurring any liability to the affected bidders for the action of RECPDCL.

9. CONTRACT

- i. **Duration/ Period of Contract:**
The timeline for completion of the different district wise works contracts is 24months. However, the total completion time for the Consultancy service including closure process will be 30 months from the date of signing of contract. The timeline in respect of individual packages/districts will be elaborated & finalized through deployment schedule during contract agreement and may be extended or shortened on the basis of district wise/overall progress of work
- ii. **Termination of Contract**
 - a. The contract shall remain in force as per the award of work or until satisfactory completion of awarded work, whichever is earlier.
 - b. RECPDCL at its discretion may terminate the contract on grounds of non-performance by the vendor to provide services as per scope of work or the agency is acting in anyway prejudicial to the completion of project or on adoption of unethical practices, the contract may be terminated partly or fully by giving 5 days' notice and the balance works shall be got executed at the risk & cost of the agency and RECPDCL also reserve right to forfeit the PBG.
 - c. In case of default in services or denial of services, RECPDCL, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.
 - d. RECPDCL may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECPDCL.
 - e. RECPDCL may by written notice sent to the selected Vendor, terminate the purchase/work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for RECPDCL's convenience, the extent to which performance of work under the purchase/work order and /or the Contract is terminated, and the date upon which such termination becomes effective. RECPDCL reserves the right to elect:
 - to have any portion completed at the purchase/work order and/or the Contract terms and prices; and/or
 - to cancel the remainder and pay to the selected vendor an agreed amount for partially completed services.
 - f. In the event the vendor's company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with RECPDCL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.

10. FORCE MAJEURE

The RECPDCL and Agency shall ensure due compliance with the terms of this tender/Work order. However no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the tender/Work order to the extent that such a failure is due to force Majeure events which include fire, riot, strike, and lockout, forces of nature, accident, and act of God. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within 72 hrs .of occurrence to the other party to this effect. The services covered under this tender/Work order shall be started as soon as the condition of force majeure ceases to exist against the particular party to this tender/Work order.

11. DISPUTES RESOLUTION & ARBITRATION

- i. Disputes under the agreement shall be settled by mutual discussion.
- ii. However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by CEO, RECPDCL.
- iii. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- iv. The venue of the arbitration shall be New Delhi, India.
- v. The fee & other charges of Arbitrator shall be shared equally between the parties.
- vi. The Arbitrator will give the speaking & reasoned award. The party will not be entitled to any pendent lite interest during arbitration proceedings.

12. JURISDICTIONS OF COURTS ETC.

The Courts/ any other Tribunal or Forum in Delhi/ New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

13. SUB-CONTRACTING

Agencies to which work is awarded are not allowed to Sub-contract the work to any other parties either in part or full.

14. LETTER OF TRANSMITTAL

Letter of transmittal as per enclosed format "**Annexure-I**" to be submitted along with bid security declaration in a sealed envelope for each Package separately.

FORM-I
Letter for Submission of Bid

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

To,

**Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
D Block Ground Floor, REC World Head Quarter
Plot no. I-4, Sector -29, Gurugram
Haryana 122001.**

Sub.: Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies.

Sir,

1. With reference to your Tender **RECPDCL/TECH/2021-22/620** dated 02.07.2021 for selection of agency for Environmental Health & Safety Management services and Implementation of RIPP & Gender Action Plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies

Further, I hereby certify that

- a) I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
- b) I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
- c) Our bid shall remain valid for period of 90 days from the last date of bid submission.

Date:
Place:

Signature:
Full Name:

Designation:
Address:

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

BIDDER'S GENERAL DETAILS

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

Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies.

GENERAL DETAILS

1. Name of the firm:
2. Registered address:
3. Details of contact person:
 - a. Name and designation
 - b. Address:
 - c. Tel. No. (landline and mobile)
 - d. Email id:
 - e. Address for correspondence:
4. Type of firm (please tick): Private Ltd./Public Ltd./Cooperative/ Partnership/ Proprietor
5. PAN no.
6. GST Reg. No.

Signature.....

Full Name.....

Designation.....

Address.....

Form-III

Financial Bid Format
(To be submitted in online mode only)

Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies

Name of the bidder				
Sr. No.	Description	Person-Months	Per month Consolidated Pay (Rs.)	Amount (Rs.)
A	Environmental Expert	30		0.00
B	Social Expert	30		0.00
C	Safety Expert	30		0.00
D	Environment Associate	30		0.00
E	Social Associate	30		0.00
F	Amount Quoted by bidder [F=(A+B+C+D+E)]			0.00
G	GST, Taxes & duties	In %		
		In Rs.		0.00
H	Total amount inclusive of all taxes & duties. [H=(F+G)]			0.00

N.B.:

1. If it is found that the tax quoted is higher than the applicable tax, in that case applicable taxes will only be paid by RECPDCL and if the tax quoted is lower than the applicable tax in that case only the quoted taxes will be paid by the RECPDCL.
2. The offer is valid for a period of 90 days from the last date of bid submission. No escalation clause would be applicable. The validity can be further extended with mutual consent.
3. Price quoted by the bidder above shall be firm for the entire contract period.
4. TDS will be deducted at source as per rules as applicable
5. No advance payment shall be made.
6. Bidders are to quote their rates strictly as per above Financial Bid format.
7. Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.
8. Bidders are advised to quote rate reasonably and RECPDCL reserves the right to ask justification of quoted price from the bidder at any point of time. In case the bidder fails to justify the quoted rate, RECPDCL reserves the right to terminate the bid.
9. Financial bid to be uploaded in the specific format designed, same may be downloaded from website www.tenderwizard.com/REC and after filling the form it is to be uploaded through digital signature

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

To
Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
D Block Ground Floor, REC World Head Quarter
Plot no. I-4, Sector -29, Gurugram
Haryana 122001.

Dear Sir/s,

I/We, the undersigned, have examined the details given in your Notice inviting tender no. **RECPDCL/TECH/2021-22/620** dated 02.07.2021 for **selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies**

We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s

_____ or its group companies have not been awarded any work for & shall not be a competitor to RECPDCL during contract period in case the contract is awarded.

Also, M/s _____ or its group companies is not executing or providing any type of consultancy services either directly or as a sub-contractor for the particular work for which Bid is submitted.

It is confirmed that M/s. _____ is not banned or blacklisted by any Govt./Pvt. Institutions in India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

BID-SECURITY DECLARATION
(To be submitted on Company's letterhead duly signed)

To,

**Addl. Chief Executive Officer
REC Power Distribution Company Ltd.
D Block Ground Floor, REC World Head Quarter
Plot no. I-4, Sector -29, Gurugram
Haryana 122001.**

Sub: Bid security declaration for Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies

I / We, the authorized signatory of M/s ,
participating in the subject tender No **RECPDCL/TECH/2021-22/620** dated 02.07.2021 for **Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies** , do hereby declare as under:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to RECPDCL's rights to claim damages or any other legal recourse) if,
 - a. I am /We are in a breach of any of the obligations under the bid conditions,
 - b. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
 - c. On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit, fails to execute the agreement, or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

PERFORMANCE BANK GUARANTEE

M/s REC Power Distribution Company Ltd.,

Core 4, Scope Complex, Lodhi Road,

New Delhi — 110003 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of REC Power Distribution Company Ltd., having its office at _____ (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having issued BID/Work Order No.

_____ dated _____ with/on M/s _____ (hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the BID/Work Order No _____ dated _____ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 3% (three percent) (or the percentage as per the individual case) of the value of the BID/Work Order i.e. for _____.

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

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

This letter of Guarantee will expire on _____ including 180 day of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized signature
Chief Manager/ Manager
Seal of Bank

Note: The date shall be 180 days after the date of completion of contract.

INTEGRITY PACT
(On Rs. 100 Stamp Paper)
Between

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

herein after referred to as

"RECPDCL",

and

[Insert the name of the Bidder]

having its Registered Office at _____

(Insert full Address)

Hereinafter referred to as

"The Bidder"

Preamble

RECPDCL intends to engage, under laid-down organizational procedures, agency for **Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies**

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

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

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

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

Section I - Commitments of RECPDCL

- (1) RECPDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of RECPDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to
 - b. RECPDCL will, during the tender process, treat all Bidders with equity and reason. RECPDCL will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c. RECPDCL will exclude from the process all known prejudiced persons
- (2) If RECPDCL obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, RECPDCL will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section II - Commitments of Bidder

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

(Signature) _____

(For & On behalf of RECPDCL)

(Signature) _____

(For & On behalf of Bidder)

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

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

Section IV - Liability for violation of Integrity Pact

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

Section V- Previous Transgression

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

(Signature) _____ (Signature) _____

(For & On behalf of RECPDCL) (For & On behalf of Bidder)

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

Section VI - Equal treatment to all Bidders

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

Section VII - Punitive Action against violating Bidders / Contractors

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

Section VIII - Pact Duration

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

Section IX - Other Provisions

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

(2) Changes and supplements as well as termination notices need to be made in writing.

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

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

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

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

(Office Seal) (Office Seal)
Name: _____ Name: _____
Designation: _____ Designation: _____
Witness 1: _____ Witness 1: _____
(Name & Address) _____ (Name & Address) _____

Witness 2: _____ Witness
(Name & Address) (Name & Address)

Undertaking Towards Not Being Black-Listed
(To be submitted on Company's letterhead duly signed)

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

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

(Signature of Authorized Signatory)

Name*:
Designation*:
Seal:

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our bid for **Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies** in response to the NIT No. **RECPDCL/TECH/2021-22/620** dated 02.07.2021 issued by REC Power Distribution Company Ltd. (RECPDCL), Gurugram including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which RECPDCL may require us to submit. The aforesaid Attorney is further authorized for making representations to REC Power Distribution Company Ltd., Gurugram and providing information/responses to RECPDCL representing us in all matters before RECPDCL and generally dealing with RECPDCL in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... **(Insert the name of the executant company)**

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**CVs OF ALL PROPOSED TEAM MEMBERS
(To be submitted on Company's letterhead duly signed)**

The CVs of the proposed team members should be as per the following format.

Name of Expert:	
Date of Birth:	
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2000-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. XYZ, Designation]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

Name of Expert

Signature

Date

Name of authorized Signature Date Representative of the Consultant (the same who signs the Proposal)

FORMAT FOR NO-DEVIATION CERTIFICATE
(To be submitted on Company's letterhead duly signed)

We shall abide by all specifications and terms and conditions of the tender.

By signing this document, we hereby accept and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the bid document.

Seal of the Company:

Signature
Name

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

To,
 Addl. Chief Executive Officer
 REC Power Distribution Company Ltd.
 D Block Ground Floor, REC World Head Quarter
 Plot no. I-4, Sector -29, Gurugram
 Haryana 122001

Dear Sir,

We wish to submit bid against RECPDCL's NIT No: RECPDCL/TECH/2021-22/620 dated: 02.07.2021 for **"Selection of Consultant for Environmental and Social Safeguard Management including preparation of forest clearance proposal and resettlement action plan in High Voltage Distribution System (HVDS) projects in Rural and Semi urban Area of Thirteen (13) Districts of West Bengal Funded by Multilateral/bilateral Funding Agencies"** for which details of our financial parameters as per eligibility criteria requirements mentioned in Section-IV are as follows:

Name of Bidding Company:

Financial Particulars	Financial Year	Value as per Audited Annual Accounts
Annual Turnover	FY 2017-18	
	FY 2018-19	
	FY 2019-20	
	FY 2020-21	

(Signature & seal of Authorized Signatory)

Name:

Designation:

Date:

Place:

(Signature & seal of Chartered Accountant)

Name:

Date:

Place:

Membership No.

Enclosed: CA certificate

"CA certificate should clearly mention the above fields in their respective letterhead"