

## **AMENDMENT-1**

**Dated: 09.06.2023**

**Subject:** 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”

### **1. Modifications with respect to RfP**

<b>S. No.</b>	<b>Page/ clause no.</b>	<b>Clause as per RFP</b>	<b>Modified Clause</b>
1	SECTION IV Clause 5 (Minimum Eligibility Criteria)	Bidder must have average annual turnover of....	Refer Annexure 1 as attached below
2	SECTION IV Clause 5 (Minimum Eligibility Criteria)	The bidder should have experience in project management consultancy of Ground mounted Solar Plant and Floating Solar power plant.....	Please refer Annexure 1 attached below.
3	SECTION IV Clause 5 (Documents Required)	Copies of Purchase Order/Work Order and Completion Certificate.	Please refer Annexure -I as attached
4	SECTION V Clause 5.10	It is mandatory for all the bidders to submit their technical bid documents in hard copy in scheduled time.	<p>It is mandatory for all the bidders to submit the following technical bid documents in hard copy (One Set) in scheduled time.</p> <ul style="list-style-type: none"><li>i. Bid Form</li><li>ii. EMD</li><li>iii. Pre Contract Integrity Pact</li><li>iv. Declaration for Non Blacklisting (Schedule-X)</li><li>v. Undertaking on Compliance of tender requirements along with terms &amp; conditions (Schedule- XIII)</li></ul> <p>Hard copy submission may be done within two working days after last day of online bid submission.</p>
5	SECTION VI Clause 6.5.1  A. For participation in Category A	<p style="text-align: center;">Bid Evaluation</p> <p>A. For participation in Category A</p> <p>B. For participation in Category B</p>	Please refer Annexure -2 below.
6	SCHEDULE XI	<p style="text-align: center;">PRECONTRACT INTEGRITY PACT</p> <p>(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)</p>	<p style="text-align: center;">PRECONTRACT INTEGRITY PACT</p> <p>(Bidders are required to submit their signed copy online and original hard copy of the document available in the RfS/EOI) (Also attached herewith below)</p>

## **SCHEDULE-XI**

### **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 of 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 BIDDERSs 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 deposited 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 have 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:

Witness 1:

(Name & Address)

(Name & Address)

Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

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



## Pre Bid Clarifications - 1

**Dated: 09.06.2023**

**Subject:** 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”

### 2. Pre-Bid Clarifications

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
1	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)	Do we have to submit today or after the winning bids are selected ?	The same is required to be submitted with the bids.
2	Annexure D : Section C : 4	Memorandum of Understanding executed between the members of Consortium/ Joint Venture Firm as per their own customized format.	can consortium include experience foreign partners.?	Please refer EOI.
3.1	SECTION –V; Cl. No. 5.8 (iii)	A declaration regarding not having conflict of interest will have to be furnished by Bidder as stipulated in SCHEDULE - IX.	We request to restrict the conflict of Interest to EPC work only and not include potential OEM/ manufacturers/ suppliers etc. in line with standard industry practise	Refer Annexure -1 as attached below
3.2			Further, we understand that the Conflict of Interest clause is applicable only to the Tenders for which the empanelled PMC party is engaged for and does	As per EOI.

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
			not apply to the tenders for which other empanelled PMC parties may have been engaged.	
4	SECTION-III; Sl. No. 4	Minimum capacities of plants have been mentioned	We request to indicate maximum capacities also to understand the expected business potential.	As per EOI.
5.1	SECTION-V; Cl. No. 5(B)(j)(iii)	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.	Please confirm whether one single engineer can carry out both these roles of above clauses. Also, REC may please provide indicative number of engineers to be deputed to site based on the plant rating.  This will help us to give our best Offer.	Handling different projects at the same time would require different deputed engineers.
5.2	SECTION-V; Cl. No. 5.3	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		
6	General Query		In case price needs to be submitted now, tentative locations with capacities to be furnished for accurate calculation for expenditure incurred for deputation of manpower.	As per EOI.
7	5.8 Instructions to the bidders	MD (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	We request you to kindly clarify that if we are bidding for both categories then we have to submit separate EMD for both the categories.	Bidders has to submit separate EMD for participation under each category.

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
		(bid bank guarantee) in the prescribed format from a scheduled bank.		
8	Section-V,	No:5, A, i) Feasibility Study	Please clarify that for the projects should the PMC consultants need to identify the Location / Site	As per EOI
9	Section-V, B9	No:5, A, 2, i) DPR	Our understanding is that all the studies shall be site specific and the inclusion if studies shall be specified for each Site/ Enquiry. Please note that all the studies like Geo technical, Hydrology , ESIA , Bathmetry shall be outsourced . IMD Data and GIS Dats shall be procured at additional cost which should be part of the tender .	As per EOI
10	Section 4 Qualification Requirements, (S.No 1) (Minimum Eligibilty Criteria)	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	Bidder Being Registered as Trust and Societies in accordance with Bombay public trust rules and regulations of year 1950 & Registration of societies rule of 1860 and Wants to participate in the empanelment process. Bidder request REPCDCL to	Refer Annexure 1 attached below.

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
			kindly allow Trust and Societies participate in Empanelment process.	
11	Section -5 5.0 Scope of Work [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.	As Discussed during the pre- bid meeting, We Understand that RECPDCL will provide the details of the project site.  We Request RECPDCL to kindly confirm/Clarify	As per EOI
12	Section -5 5.0 Scope of Work [A] Submission of Technical Feasibility Report and Detailed Project Report (1) Feasibility Study:	b.)Site conditions - Desktop study of site details (such as Solar radiation, Wind speed, temperature, climatic conditions, flood level, soil condition etc.)	By Desktop study "We understand that RECPDCL will provide the reports for flood level, soil condition, and the consultant has to review the reports and provide the recommendation thereof.  We Request RECPDCL to kindly confirm our understanding is correct or clarify the meaning of Desktop Study.	As per EOI
13	Section -5 5.0 Scope of Work [A] Submission of Technical Feasibility Report and Detailed Project Report (1) Feasibility Study:	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.	This clause is silent upon the condition if the data of historical daily water levels - MWL, FRL, MDDL, inflow and outflow data, water velocity for preceding 20 years is not available with the client.  We Request RECPDCL to kindly clarify the conditions if the data is not available from Clients.  Also for the assessment of water body surface area the details of reservoir like length width etc at different water levels will be provided by the client.	As per EOI

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL									
			We Request RECPDCL to kindly confirm/clarify										
14	"Schedule -B (Price Schedule)	<table><tr><th>Sr No</th><th>Deliverable</th><th>Rate in INR</th></tr><tr><td>1</td><td></td><td></td></tr><tr><td>2</td><td></td><td></td></tr></table>	Sr No	Deliverable	Rate in INR	1			2			<p>The tender is for PMC which includes preparation of DFR/DPR, EPC Tender Documents, Bid evaluation, Supervision during Construction, and Post Commissioning Monitoring Services etc.</p> <p>1) Feasibility Report</p> <p>As per the price schedule the bidder has to quote the price for technical feasibility report, but no division for different capacities.</p> <p>2) Detailed Project Report</p> <p>The price for DPR can't be quoted without knowing the capacity and type of solar project i.e. floating solar or ground mounted. However, in the case of DPR, Topography and Geotechnical services are included in the scope of services which will vary depending upon the area, water body / land and therefore the cost will also vary.</p> <p>The payment terms have also not been defined, which is required prior to submission of quote in the price schedule.</p>	This is a draft format , one may kindly add or delete columns as per their requirement.
		Sr No	Deliverable	Rate in INR									
		1											
		2											

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
15	Section - IV - Qualification Requirements Point No. 4	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.	Required some clarification on the turnover value that will be considered.	Please go through OM No F.20/2/2014/-PPD(pt.) dated 20 <sup>th</sup> Sept 2016.
16	General Query		Please confirm if the bidder has to submit two different proposals for each category.	As per EOI.
17	SECTION IV, SI No -2	the net worth of the bidder for last four years as on 31.03.2022 should be positive	The net worth of the bidder for last four years as on 31.03.2023 should be positive.  GST-R statement will be attached for verification and if necessary the audited balance sheets and other essential documents should be submitted after auditing.	Refer Annexure 1 below.
18	Section IV – Qualification Requirement No. 3	Bidder must have average annual turnover of: Category A: INR 1.05 Cr in the past 4 (Four) financial years in respect of PMC Charges on Solar PV Project. Category B: INR 2.63 Cr in the past 4 (Four) financial years in respect of PMC	We wish to clarify that while the proposal will be submitted by Indian registered company, the financials of the parent company registered in United States shall be considered for financial requirement (Turnover and Networth criteria)	The financials that are to be submitted will be for the company participating in the EOI.

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
		<p>Charges on Solar PV Project</p> <p>Copy of the statutory audited Balance Sheet and P&amp;L account and Networth certificate from the Registered Chartered Accountant of Last 4 (Four) years. Statutory Auditor Certificate must be enclosed for the annual turnover of PMC Charges on solar PV project for the last 4 (four) financial years.</p>		
19	Section IV – Qualification Requirement No. 4	<p>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.</p> <p>At least 3 no. of CV's to be submitted comprising of at least: · 1 Team Leader of Minimum 10 years in Solar industry · 2 Key Members having minimum experience of 5 years in Solar Industry</p>	<p>Since the expected start date of the project is not specified, there may be a scenario that when the project is awarded, the proposed resource in the current proposal may not be available or engaged on other projects. We hope, that RECPDCL will allow replacement of the resource with the other resource of similar competence and qualifications in the event such situation arises.</p>	As per EOI.
20	Section IV – Qualification Requirement No. 5	<p>The bidder should have experience in project management consultancy of Ground mounted Solar Plant and Floating Solar power plant.</p>	<p>We wish to clarify that the international experience on similar assignments and MW capacity shall be considered for evaluation.</p>	
21	SECTION – VII; Cl. No. 7.15	<p>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.</p>	<p>In case of any dispute the arbitration shall be in accordance with Administrative Mechanism for Resolution of Commercial Disputes(AMRCD) as per the Govt. of India Guidelines</p>	EOI Clause prevail.

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
22	SECTION – VI; Cl. No. 6.20 (B) (ii)	<p>If a reason for extension of contractual completion period is attributable to Empanelled Agency, then:</p> <p>(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.</p>	We request to include GST variation beyond Contractual completion also in all circumstances	EOI Clause prevail.
23	Section IV-4- Qualification Requirements	<p><b>Category A (for projects up to 10 MW)</b></p> <p>a. At least a single work of minimum capacity of 8 MW (including ground mounted or Floating Solar) and at least a minimum capacity of a single floating Solar PV plant of 1 MW in the last four years till the date of bid submission.</p> <p>b. At least a two minimum works of capacity 5 MW (including ground mounted or Floating Solar) and at least a minimum capacity of a single floating Solar PV plant of 1 MW in the last four years till the date of bid submission.</p>	<p>Requesting you to kindly relax the PQ criteria.</p> <p>May kindly relax the floating solar PMC experience from mandatory to added advantage criteria which would help in maximum participation or kindly consider any experience FSR/DPR/OE/PMC experience for floating solar projects.</p>	Refer Annexure 1 as attached below.
24	Section IV-4- Qualification Requirements	<p><b>Category B (for projects more than 10 MW and up to 50 MW)</b></p> <p>a. At least a single work of minimum capacity of 40 MW (including ground mounted or Floating Solar) and at least a minimum capacity of a single floating solar PV plant of 5 MW and in the last four years till the date of bid submission. OR</p> <p>b. At least a two works of minimum capacity of 25 MW (including ground mounted or Floating</p>	<p>Requesting you to kindly relax the PQ criteria.</p> <p>May kindly relax the floating solar PMC experience from mandatory to added advantage criteria which would help in maximum participation or kindly consider any experience FSR/DPR/OE/PMC experience for floating solar projects.</p>	Refer Annexure 1 as attached below.



S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
		Solar) and at least a minimum capacity of a single floating solar PV plant of 5 MW and in the last four years till the date of bid submission.		
25	SECTION – IV Sr. no. 4	Category B (for projects more than 10 MW and up to 50 MW): minimum capacity of a single floating solar PV plant of 5 MW	Requirement of floating solar PV plant may be waived off.  Floating solar PV plant comparatively new technology and very less projects are executed comparative to Ground mounted.	Refer Annexure 1 as attached below.
28	Section 4 Qualification Requirements, (S.No 3 ) (Minimum Eligibility Criteria )	Bidder must have average annual turnover of: Category A: INR 1.05 Cr in the past 4 (Four) financial years in respect of PMC Charges on Solar PV Project. Category 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.	As Audit is in the process for the Financial year 2022-23, therefore We Request to kindly consider average annual turnover for the past 4(Four) Financial years .i.e up to 31.03.2021.	Refer Annexure 1 as attached below.
29	SECTION – IV Qualification Requirements Point 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	We request you to kindly allow us to submit consultancy / Advisory turnover of the company instead of PMC Charges	Refer Annexure 1 below

S. No.	Page/ clause no.	Clause as per RFP	Bidder's Query	Clarification by RECPDCL
		given relaxation to the extent of lowest minimum turnover as per latest GOI guidelines.		
30	6.5.1 Bid Evaluation A. For participation in Category A 2.1 And B. For participation in Category B 2.2	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.	We request you to kindly consider LENDER'S INDEPENDENT ENGINEER'S (LIE) based projects as the scope of work for the project is similar in nature as per the requirements of the tender.	Refer Annexure -2 attached below.
31	6.5.1 Bid Evaluation A. For participation in Category A 2.2 And B. For participation in Category B 2.2	Experience in Project Management Consultancy services of Floating Solar power plant of One Solar Plant at Single Location.	We request you to kindly consider LENDER'S INDEPENDENT ENGINEER'S (LIE) based projects as the scope of work for the project is similar in nature as per the requirements of the tender.	Refer Annexure -2 attached below.

### 3. Annexure- 1: Revised Eligibility Criteria for Empanelment of Technical Consultants

#### Eligibility Criteria in Floated EOI

#### Revised Eligibility Criteria

<b><u>IMPORTANT NOTES:</u></b>	<b><u>IMPORTANT NOTES:</u></b>
i. Interested bidder has to separately apply for each category i.e Category A or Category B in order to participate in the empanelment process under each category.	i. Interested bidder has to separately apply for each category i.e Category A or Category B in order to participate in the empanelment process under each category.
	ii. Bidders can be empaneled under 2 routes: Route I: For Consultancy firms Route II: For firms with EPC experience in Floating Solar PV project only.
	iii. Any bidder having experience in respective Route should match the annual turnover of that route only.

SI No.	Minimum Eligibility Criteria	Documents Required	SI No.	Minimum Eligibility Criteria	Documents Required
1.	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	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	I. Company Registration Certificate from competent Govt. Authority. II. 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.	2.	<b>Financial eligibility criteria:</b> The Net Worth of the Bidder for last 4 (Four) years as on 31.03.2022 should be positive	Copy of the audited Balance Sheet and P&L account and Networth certificate from the Registered Chartered Accountant of Last 4 (Four) years.

		Statutory Auditor Certificate must be enclosed for the annual turnover of PMC Charges on solar PV project for the last 4 (four) financial years.			
3.	<p>Bidder must have average annual turnover of:</p> <p><b>Category A:</b> INR 1.05 Cr in the past 4 (Four) financial years in respect of PMC Charges on Solar PV Project.</p> <p><b>Category B:</b> INR 2.63 Cr in the past 4 (Four) financial years in respect of PMC Charges on Solar PV Project.</p> <p>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.</p>	<p>Copy of the statutory audited Balance Sheet and P&amp;L account and Networth certificate from the Registered Chartered Accountant of Last 4 (Four) years.</p> <p><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></p>	3	<b>Bidders must have average annual turnover based on the following:</b>	
				<p><b>Route -I: For Firms with technical consultancy experience.</b></p> <p>A. <b>For Category A (for projects up to 10 MW):</b> INR 1.05 Cr in the past 4 (Four) financial years in respect of PMC charges of Solar PV Project.</p> <p>B. <b>For Category B (for projects more than 10 MW and up to 50 MW):</b> INR 2.63 Cr in the past 4 (Four) financial years in respect of PMC Charges of Solar PV Project.</p>	<p>Copy of the audited Balance Sheet and P&amp;L account and Networth certificate from the Registered Chartered Accountant of Last 4 (Four) years.</p>
				<p><b>Route -II: For Firms with EPC experience of Floating Solar PV projects only.</b></p> <p>A. <b>For Category A (for projects up to 10 MW):</b> INR 42 Cr in the past 4 (four) financial years in respect of EPC charges.</p> <p>B. <b>For Category B (for projects more than 10 MW and up to 50 MW):</b> INR 175 Cr in the past 4 (Four) financial years in respect of EPC Charges.</p>	

				<i>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 the latest GOI guidelines.</i>	
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: I. 1 Team Leader of Minimum 10 years in Solar industry II. 2 Key Members having minimum experience of 5 years in Solar Industry	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: I. 1 Team Leader of Minimum 10 years in Solar industry II. 2 Key Members having minimum experience of 5 years in Solar Industry
5.	The bidder should have experience in project management consultancy of Ground mounted Solar Plant and Floating Solar power plant. <ul style="list-style-type: none"> <li><b>Category A (for projects up to 10 MW) -</b> <ol style="list-style-type: none"> <li>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> </ol> OR <ol style="list-style-type: none"> <li>At least a <b>two minimum works of capacity 5 MW</b> (including ground mounted or</li> </ol> </li> </ul>	Copies of Purchase Order/Work Order and Completion Certificate.	5.	<b>Technical eligibility criteria:</b>	
			5.1	<b>Route-I: For Firms with technical consultancy experience.</b> I. <b>Category A (for projects up to 10 MW) –</b> <ol style="list-style-type: none"> <li>Experience of PMC services of at least a single work of minimum capacity of 8 MW Solar PV Project in the last seven years till the date of bid submission.</li> <li>Further, experience of PMC services of at least a 1 MW of Floating Solar PV project is required.</li> </ol> <b>OR</b>	I. Copies of Work Order with detailed scope along with list of deliverables and timeline. II. Completion Certificate from client. III. For ongoing projects, the bidder has to provide with the proof of atleast

	<p>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.</p> <ul style="list-style-type: none"> <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> </ul> </li> </ul> <p>OR</p> <p>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.</p>	
	<ul style="list-style-type: none"> <li>a. Experience in undertaking PMC services of at least two works of minimum capacity of 5 MW Solar PV project in the last seven years till the date of bid submission.</li> <li>b. Further, experience of PMC services of at least a 1 MW of Floating Solar PV project is required.</li> </ul> <p><b>II. Category B (for projects more than 10 MW and up to 50 MW) –</b></p> <ul style="list-style-type: none"> <li>a. Experience in undertaking PMC services of at least a single work of minimum capacity of 40 MW Solar PV project in the last seven years till the date of bid submission.</li> <li>b. Further, experience of PMC services of at least a 5 MW of Floating Solar PV project is required.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>a. Experience in undertaking PMC services (of at least two works of minimum capacity of 25 MW Solar PV project in the last seven years till the date of bid submission.</li> <li>b. Further, experience of PMC services of at least a 5 MW of Floating Solar PV project is required.</li> </ul> <p><b>Note: Experience of Bid Preparation, Design &amp; Engineering (e.g. preparation of plant layout, SLD, BOQ with technical specifications), Owner's Engineer Services may also be considered as part of PMC services only for Floating Solar PV projects.</b></p>	<p>order placement of floaters after detail design and engineering in official client's letter head. (Order Copy to be attached / Client confirmation of placing of order for floaters after detail design and engineering)</p>

			<p>5.2</p> <p><b>Route-II: For Firms with EPC experience of Floating Solar PV projects only.</b></p> <p>I. <b>Category A (for projects up to 10 MW) –</b></p> <p>a. At least a single work of minimum capacity of 8 MW in the last seven years till the date of bid submission.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. At least a two minimum works of capacity 5 MW in the last seven years till the date of bid submission.</p> <p>IV. <b>Category B (for projects more than 10 MW and up to 50 MW) –</b></p> <p>a. At least a single work of minimum capacity of 40 MW and in the last seven years till the date of bid submission.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. At least a two works of minimum capacity of 25 MW in the last seven years till the date of bid submission.</p>	<p>I. Copies of Purchase Order/Work Order</p> <p>II. Project Commissioning certificate</p>
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#### 4. Annexure- 2: Revised Empanelment Criteria for Bid evaluation for selection

##### ROUTE –I: For Firms with technical consultancy experience.

###### *For 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 PMC Services of Solar PV Project in the last seven years till the date of bid submission.	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	I. Copies of Work Order with detailed scope along with list of deliverables and timeline. II. Completion Certificate from client.
		Greater than 8 and upto 10 MW		05	
		Greater than 10 MW	35	05	
2.2	Experience in PMC services of Floating Solar power plant of One Solar Plant at Single Location.  <b>Note: Experience of Bid Preparation, Design &amp; Engineering (e.g. preparation of plant layout, SLD, BOQ with technical specifications), Owner's Engineer Services may also be considered as part of</b>	Single work of 1 MW	2 marks for each additional 100 kW and maximum up to 30 Marks (Fraction of MW will not be considered)	20	I. Copies of Work Order with detailed scope along with list of deliverables and timeline. II. Completion Certificate from client. III. For ongoing projects, the bidder has to provide with the proof of atleast order placement of floaters after detail design and
		For greater than 1 to 9 MW		10	
		Greater than 9 MW	35	05	



	<b>PMC services only for Floating Solar PV projects.</b>				engineering in official client's letter head. (Order Copy to be attached / Client confirmation of placing of order for floaters after detail design and engineering)
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				

***For 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 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 PMC Services of Solar PV Project in the last seven	Single work of 40 MW	2.5 marks for each additional MW and maximum up to 30 Marks	25	I. Copies of Work Order with detailed scope along with list of

	years till the date of bid submission	40-50 MW	(Fraction of MW will not be considered)	05	II. deliverables and timeline. Completion Certificate from client.
		Greater than 50 MW	30	05	
2.2	Experience in PMC services of Floating Solar power plant of One Solar Plant at Single Location.	Single work of 5 MW	2 marks for each additional MW and maximum up to 30 Marks (Fraction of MW will not be considered)	25	I. Copies of Work Order with detailed scope along with list of deliverables and timeline.
	<b>Note: Experience of Bid Preparation, Design &amp; Engineering (e.g. preparation of plant layout, SLD, BOQ with technical specifications), Owner’s Engineer Services may also be considered as part of PMC services only for Floating Solar PV projects.</b>	For greater than 5 to 10 MW		05	II. Completion Certificate from client.
		Greater than 10 MW		05	III. For ongoing projects, the bidder has to provide with the proof of atleast order placement of floaters after detail design and engineering in official client’s letter head. (Order Copy to be attached / Client confirmation of placing of order for floaters after detail design and engineering)
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				

**ROUTE –II: For Firms with EPC Experience in Floating Solar PV Projects only.**

***For Category A***

SI No.	Particular	Marking Criteria	Marks Distribution	Maximum Marks for allocation	Supporting Documents
1	Nos. of Years in Operation as EPC in Solar PV Projects	Up to 5 Years	2 mark for each additional year and maximum up to 30 Marks (Fraction of Year will not be considered)	20	Incorporation Certificate for commencement of Business
		Above 5 years		30	
2.	Experience in EPC Services Floating Solar in the last seven years till the date of bid submission.	Single work of atleast 8 MW	5 marks for each additional MW and maximum up to 40 Marks (Fraction of MW will not be considered)	30	III. Copies of Work Order with detailed scope along with list of deliverables and timeline. IV. Completion Certificate from client.
		Works from 9- 10 MW		40	
		Greater than 10 MW	50	50	
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				

**For Category B**

SI No.	Particular	Marking Criteria	Marks Distribution	Maximum Marks for allocation	Supporting Documents
1	Nos. of Years in Operation as EPC in Solar PV Projects	Up to 5 Years	2 mark for each additional year and maximum up to 30 Marks (Fraction of Year will not be considered)	20	Incorporation Certificate for commencement of Business
		Above 5 years		30	
2.	Experience in EPC Services Floating Solar in the last seven years till the date of bid submission.	Single work of atleast 8 MW	5 marks for each additional MW and maximum up to 40 Marks (Fraction of MW will not be considered)	30	I. Copies of Work Order with detailed scope along with list of deliverables and timeline. II. Completion Certificate from client.
		Works from 9- 10 MW		40	
		Greater than 10 MW	50	50	
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				

