

RECPDCL Open e-Tender No.: RECPDCL/CONSULTANCY/2022-23/997

(ONLY THROUGH ONLINE E-TENDERING MODE)

REQUEST FOR PROPOSAL (RFP)

For

**Empanelment of Consultancy firms on Rate Contract for
providing 'Expertise Services in various domains'**

GeM Non-Availability Report (GAR) No.: GEM/GARPTS/04072022/UM4EW4QRI3CG

Description of task, Pre-qualifying criteria, e-tender submission format and procedure is available on REC Power Development and Consultancy Ltd. (RECPDCL) website www.recpdcl.in and E-tender website www.tenderwizard.com/REC

Date of Release of Tender	05th July, 2022
Date of Pre-Bid Meeting	15th July, 2022 at 11:30 Hours (IST)
Last Date for Submission of Bid	26th July, 2022, Up to 15:00 Hours (IST)
Date of Opening of Bid	26th July, 2022, Up to 16:00 Hours (IST)
Earnest Money Deposit (EMD)	₹ 5,00,000/- (Rupees Five Lakhs Only)
Cost of Bid Document	NIL

Note:

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

-Sd-

S C Garg
(Addl. Chief Executive Officer)
REC Power Development and Consultancy Ltd.

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REC Power Development and Consultancy Limited

(Formerly Known as REC Power Distribution Company Limited, A wholly owned subsidiary of REC Limited,
a 'Navratna CPSE' under Ministry of Power, Govt. of India)

Corporate Office: D Block, REC World Headquarter, Plot No.I-4, Sector 29, Gurugram, Haryana - 122001.

Regd. Office: Core-4, SCOPE Complex, 7 Lodhi Road, New Delhi-110003, | Phone 011-43091500 Fax: 011-24360644

E-mail: co@recpdcl.in | Website: www.recpdcl.in | CIN No. RECPDCL-U40101DL2007GOI165779

IMPORTANT NOTICE

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

Note:

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

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

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

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

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

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

TENDER INFORMATION

Tender Reference No.	RECPDCL/CONSULTANCY/2022-23/997	
Work Item Title/ Description	Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains'	
Mode of Tendering	Open (e-Tendering)	
Tender Category	Services	
Service Category	Consultancy Services	
Type of Contract	Empanelment & Rate Contract	
Duration of Empanelment	The empanelment will be initially for a period of two years , which can be extended through mutual consent for a further period of one year.	
Tender Release Date	05th July, 2022	
Pre Bid queries submission last date	13th July, 2022 till 18:00 Hours (IST) Note: Bidder who had sent their queries through e-mail (pcm@recpdcl.in) will only be allowed to attend the pre-bid meeting.	
Pre-Bid Meeting Date & Venue	15th July, 2022 at 11:30 Hours (IST) at RECPDCL Corporate Office, Gurugram (or) through Video Conference	
Last Bid Submission date	26th July, 2022, Up to 15:00 Hours (IST)	
Date of Opening of Bid	26th July, 2022, at 16:00 Hours (IST)	
Price bid opening	To be notified in RECPDCL web portal/ Informed to eligible & technically qualified bidders only after completion of technical evaluation. Price bid shall be submitted ONLINE only.	
Location of Bid submission/ Opening	REC Power Development and Consultancy Ltd. D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001. Landmark: Near IFFCO Chowk Metro Station	
# Earnest Money Deposit (EMD)	₹ 5,00,000/- (Rupees Five Lakhs Only) for each category	
EMD Exemption Allowed	<ul style="list-style-type: none">• Micro and Small Enterprises (MSEs)• National Small Industries Corporation Limited (NSIC)• Start-Ups etc. As applicable as per prevailing Government of India norms and guidelines.	
Bid Validity days	180 days from last Date of Bid submission	
Address of Correspondence/ for Bid Submission	Shri S C Garg, Addl. Chief Executive Officer, REC Power Development and Consultancy Ltd. D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001. Email:-pcm@recpdcl.in	
Contact Person	Shri Alok Singh, General Manager(Tech.) Email:-pcm@recpdcl.in	Shri A R Krishna Kumar, Dy. Manager(IT) Email:-pcm@recpdcl.in
Support Team Contact Details	E – Tenderwizard: Help desk No - 011-49424365, twhelpdesk680@gmail.com Sh. Amrish -8799753401, twhelpdesk934@gmail.com Sh. Krishna – 8800900127, twhelpdesk551@gmail.com	
# The EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders for each category in the form of demand draft/Bank Guarantee of an amount of ₹5,00,000/- (Rupees Five Lakh Only/-) from any Indian scheduled commercial bank in favor of REC Power Development and Consultancy Ltd., Payable at New Delhi. The EMD of unsuccessful Bidder will be returned within 180 days from on completion of Empanelment process and EMD of successful Bidder will also be returned after successful bidder submit the Empanelment Guarantee (EGs) of ₹5,00,000/- (Rupees Five Lakh Only/-) for each empanelment in the form of Bank Guarantees / Demand Draft for the period of 2 years plus 30 days claim period, which can be further extended for another one year on mutual consent.		

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Section 1: INTRODUCTION

1. **ABOUT RECPDCL:** REC Power Development and Consultancy limited erstwhile REC Power Distribution Company Limited (RECPDCL) an ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified company, a wholly owned subsidiary of REC Ltd, was incorporated on 12th July, 2007. It received certificate of commencement of business on 31st July, 2007. The company focus is on facilitating the utilities in the areas of their operation specifically related to the Power sector, by providing expertise to capitalize on the emerging needs and demands of Power Sector.
2. **VISION AND MISSION**
 - To facilitate availability of electricity for accelerated growth and for enrichment of quality of life of rural and semi-urban population.
 - To act as a competitive, client-friendly, development-oriented organization and promoting projects covering power generation, power conservation, power transmission and power distribution network in the country.
3. **OBJECTIVES**
 - To Promote, develop, construct, own, operate, distribute and maintain 66 kV and below voltage class electrification/distribution electric supply lines/Distribution System.
 - To Promote, Develop, Construct, Own and Manage Decentralized Distributed Generation (DDG) and Associated Distribution System.
 - Consultancy/Execution of works in the above areas for other agencies/government bodies in India and abroad.
 - To enter into joint venture partnership in distribution/De-centralised Distributed Generation (DDG) sector or merge any company or any of the companies/subsidiaries formed by the company in pursuance of its objects as aforesaid.
4. **KEY ACTIVITIES:** RECPDCL is implementing transmission and distribution infrastructure projects and providing Consultancy services to the Power sector Utilities under the following heads:
 - AT & C Loss reduction.
 - Smart Grid Projects implementation covering SCADA, ADMS, OMS Solution, IT & OT in Utilities, etc.
 - AMI Solution deployment & Smart Metering Rollout
 - Unified Billing System & ERP implementation
 - Digital Solutions & deployment - Mobile Application & Web Portal, Cloud & Cyber security, Analytics, Artificial Intelligence /Machine Learning, BI & Data Mining
 - Real Time Data Acquisition System (RT-DAS) for feeders.
 - Electrical Vehicle (EV) Charging
 - GIS Implementation
 - IT implementation under IPDS including setting up of Data Centre, Customer Care Centre, etc.
 - Solar PV Plants
 - DPR preparation & Project Management Consultancy for Power Distribution projects
 - Power Distribution Strengthening works
 - Energy Efficiency projects and Quality & Quantitative Surveillance/ Inspections of the works executed.
 - Transmission projects
 - Distribution franchisee/licensee
 - Smart meters implementation
 - Energy Accounting and Auditing

5. **REQUIREMENT:** RECPDCL is exploring several opportunities in the transmission, distribution and the associated RE and distributed generation space, in order to expand its business portfolio as well as to achieve the larger vision of delivering reliable and quality power supply in the country. Accordingly, in order to streamline its efforts for identifying potential opportunities as well as drawing support throughout the opportunity lifecycle, RECPDCL proposes to empanel max. of five (5) reputed consultancy firms having relevant experience in each category which shall provide the services of experts at varying experience levels in various domains on need basis as detailed below in TABLE-A.

TABLE-A

CODE	CATEGORY	AREA of WORK	
A	Power Sector	A.1	Power Distribution - Operations Business
		A.2	Power Distribution System/Network Studies, Planning and Project Execution
		A.3	Power Transmission System/Network Studies, Planning and Project Execution
		A.4	Distribution Franchisee/licensee
		A.5	Energy Accounting and Auditing
		A.6	Renewable Energy
		A.7	Battery Energy Storage System
		A.8	Regulatory Work Distribution/ Transmission/ Generation
		A.9	Business Development, Strategy, Business/Financial Modelling
		A.10	Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence
B	Digital & ICT	B.1	AMI & Smart Metering
		B.2	Smart Grid
		B.3	Enterprise resource planning (ERP)
		B.4	Digital Solutions
		B.5	Analytics, Dashboards, AI/ML & Chat Bot
		B.6	Cloud Services
		B.7	Cyber Security
		B.8	RPA (Robotics Process Automation)
		B.9	Billing System
		B.10	Mobile-App, Web Portal & Other IT Solutions
C	Emerging Technologies	C.1	Green Hydrogen
		C.2	Mini/Micro Grids
		C.3	E-Mobility (EV Charging, Electric Vehicle)
		C.4	Environmental, Social and Governance Practices (ESG)
		C.5	Power Trading (PPAs, exchange)
		C.6	Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)
D	Functional & Operational	D.1	Procurement and Contracts
		D.2	Financial and accounting support
		D.3	HR management and Training/capacity Building
		D.4	Arbitration and Legal Support

6. The empanelled bidders would be expected to provide consultants to the on-going/new projects. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of RECPDCL.
7. The empanelled bidders will provide consultancy services anywhere in India.

8. A maximum of five (5) agencies shall be empaneled for providing consultancy services for the indicative list of each category as defined above.
9. The bidders can identify the category as a part of their proposal as per the above mentioned table-A for bid consideration/evaluation. It is further clarified that a bidder can participate either in all four (4) categories (or) in any one category as per Eligibility Criteria. However, for participation in a category bidder has to indicate 'YES' for all the 'Area of Work' and has to quote the rate accordingly. If any bidder is not having experience as per eligibility criteria/not interested to work in any particular area of work under selected category, then the bids shall be summarily rejected.
10. As this is a rate contract, RECPDCL shall place a separate work order with detailed area of work, no. of resource deployment, Man-day (or) Man-month, qty., work order value, PBG, timeline of the work/assignment, terms & conditions, etc., shall be issued to empaneled vendor as per requirement of RECPDCL for allocation of work/assignment.
11. RECPDCL reserves the right to disqualify those bids where the quoted rates are extremely low and are seriously deviating from prevalent market trend.
12. **Empanelment period** will be initially for a period of two (2) years, which can be extended through mutual consent for a further period of one year. Moreover, during the empanelment period the contract/work assigned to the empaneled agency is valid until the completion of the assigned work/Work order.
***Illustration:** The empanelment period is valid from 01.01.2022 to 31.12.2023. However, the contract is awarded to the empaneled agency on 01.12.2023 and the timeline for completion of the assignment is 3 months i.e., till 28.02.2024. In this case, the empanelment/contact with the agency is valid till the completion of the assigned work/assignment i.e., till 28.02.2024 (or) till the extended period.*
13. Rate Contract with empaneled agencies will be valid for the period of two (2) years from date of issue of the Rate Contract. It may be further extended for the period of another one year based on performance and requirement of RECPDCL. Extension of the tenure of rate contract is solely at the discretion of the RECPDCL.

Section 2: SCOPE OF WORK

1. RECPDCL is exploring several opportunities in the transmission, distribution and the associated RE and distributed generation space, in order to expand its business portfolio as well as to achieve the larger vision of delivering reliable and quality power supply in the country.
2. During the course of business development and exploring new opportunities, RECPDCL felt the acute need of competent professionals to perform certain tasks/activities that are desirable for taking effective business decisions. These tasks/activities would support RECPDCL in implementing desired work, making financial commitments on long-term basis based on the technical and financial assessment of the opportunity done by the empaneled entities. Such tasks/activities may be short term in nature.
3. The opportunities/areas of focus for the empaneled entities would include - assessing a business opportunity, its viability on short term, medium term and long-term basis, prepare a consolidated report as desired for certain specialized area, preparation of pre-feasibility report before participation, in depth analysis of any business proposal etc.
4. The tasks/activities performed by empaneled entities may involve multiple site visits, asset evaluation, personnel interactions with concerned officials, conducting audit and survey on sampling basis, implementation of technology based solution, entities may be asked to pursue new business opportunity in different verticals, providing manpower support on need basis, stakeholder consultation, documentation and report preparation, preparing software based drawings/diagrams/graphs, capacity building, providing support on legal matters etc.
5. Accordingly, RECPDCL intends to empanel consultancy firms which shall provide the services of experts at varying experience levels in various domains on need basis as listed below. On request from RECPDCL/RECL, such expert(s) shall be provided at short notice for specific periods based on the requirement.
6. The specialized areas where RECPDCL shall require assistance are as below:

CODE	CATEGORY	AREA of WORK		INDICATIVE WORK DESCRIPTION
A	Power Sector	A.1	Power Distribution - Operations Business	Policy & Regulatory Assistance, Revenue Enhancement & Analytics Advisory with Performance Monitoring, Project Management Activities, Consumer Engagement, Material Quality etc.
		A.2	Power Distribution System/Network Studies, Planning and Project Execution	System studies, Load flow analysis, network planning and engineering, DPR Preparation, asset management, Material Quality, QA/QC, Project Execution etc.
		A.3	Power Transmission System/Network Studies, Planning and Project Execution	System studies, Load flow analysis, network planning and engineering, DPR Preparation, asset management, Material Quality, QA/QC, Project Execution etc.
		A.4	Distribution Franchisee/licensee	Bid Advisory/Due Diligence/ Business Modeling etc.
		A.5	Energy Accounting and Auditing	Energy Accounting practices with power distribution utilities at different level: Feeder, DT, Consumer

		A.6	Renewable Energy	Roof top, Solar Parks, Floating solar, Wind, Round the Clock Power (RTC), other RE Interventions, etc.
		A.7	Battery Energy Storage System (BESS)	Implemented or provided advisory services for Off Grid and Grid Connected Battery Energy Storage System with power sector utilities.
		A.8	Regulatory Work Distribution/ Transmission/ Generation	Worked with PSU/Govt. Institution on Power Sector Regulatory matter and different schemes.
		A.9	Business Development, Strategy, Business/Financial Modelling	Developed successful Financial models, strategy and explored new business in power sector.
		A.10	Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence	Stresses Assets, Resolution and Due Diligence, etc.
B	Digital & ICT	B.1	AMI & Smart Metering	Smart Metering & Quality Monitoring Expert <ul style="list-style-type: none"> • Head End System (HES) • Meter Data Management (MDM) • Communication System Expert for various applications (including Wired & Wireless System) • Testing/User Acceptance Testing (UAT) • Solution Architect • AMI Solution Design (Advanced Metering Infrastructure) • Smart Metering Rollout • Monitoring Field Devices
		B.2	Smart Grid	<ul style="list-style-type: none"> • Supervisory Control and Data Acquisition (SCADA) Expert • Communication System Expert for various applications (including Wired & Wireless System) • Wide Area Measurement System (WAMS) • Synchro Phasor Measurement System Expert • Digital Substation • Gas Insulated Substation (GIS) • Distribution Automation (DA) & Distribution Management System (DMS) Expert • High-voltage, direct current (HVDC) • Advanced Distribution Management System (ADMS) Expert • Demand Side Management • Demand Response System

				<ul style="list-style-type: none"> • Outage Management System (OMS) Expert • Power Quality Management System (PQM) Expert • IT & OT in Utilities Expert • Substation Automation & Control Expert • Experts in Smart Home, Smart Micro Grid, Smart Inverters • Distribution Monitoring System Expert • Drone Technology Expert for monitoring & Inspection • Real Time Data Acquisition System (RT-DAS)
		B.3	ERP	Enterprise Resource Planning (ERP) Designing, implementation & monitoring of below various Modules in SAP(Material Management (MM), workforce authorization management (WAM), Financial Accounting and Controlling (FICO), Sales and Distribution (SD), Process Integration (PI), Human Capital Management (HCM), Human Resource (HR), Advanced Business Application Programming (ABAP), etc., and similarly other OEM related ERP software applications.
		B.4	Digital Solutions	Digital Solutions (e-file/digitization of office/Any other Digital transformation technologies, etc.); Geographical Information System (GIS) Expert; Integration/Middleware expert; Customer Relationship Management System (CRM) Expert;
		B.5	Analytics, Dashboards, AI/ML & ChatBot	MIS ; Data Analytics; Artificial Intelligence, Machine Learning & Robotics; BI Expert including reporting & Data Mining Block Chain Technology Expert; Big Data & Data Warehouse
		B.6	Cloud Services	Cloud Expert including sizing & performance monitoring
		B.7	Cyber Security	Cyber security & Audit, Policy, Implementation, Review, Assessment and any other IT Security related activities
		B.8	RPA (Robotics Process Automation)	RPA (Robotics Process Automation)
		B.9	Billing System	Unified billing solution designing & implementation

		B.10	Mobile-App, Web Portal & Other IT Solutions	Mobile Application & Web Designing & Development Expert
C	Emerging Technologies	C.1	Green Hydrogen	Assignments awarded by power Generation, transmission, distribution, trading utilities, other power sector related organizations or any requirement of RECPDCL/RECL.
		C.2	Mini/Micro Grids	
		C.3	E-Mobility (EV Charging, Electric Vehicle)	
		C.4	Environmental, Social and Governance Practices (ESG)	
		C.5	Power Trading-PPAs, exchange, etc.	
		C.6	Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)	
D	Functional & Operational	D.1	Procurement and Contracts	
		D.2	Financial and accounting support	
		D.3	HR management and Training/capacity Building	
		D.4	Arbitration and Legal Support	

For addressing above mentioned thematic areas, RECPDCL proposes to empanel reputed consultancy firms having relevant experience in the key areas and the engaged resources has to perform the work as follows w.r.t are of work along with above indicate works:

- Business Process Re-Engineering- Study of business processes, Organization structure of government departments/DISCOMs, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery as per project requirement.
- Strategy & Management- Consultancy for strategic planning and management during any/all phases of assessment/planning/implementation/continuous strategy for implementation and rollout of large/medium/small project including feasibility study/policy assessment/impact assessment/roadmap etc.
- Application Rollout & Performance audit- To provide consultancy support in any/all phases of the project viz. initiation, planning, executing, transitioning while managing scope, time, risk etc. before, during and after implementation of any delivery project.
- Audits: To provide services for various audits related to IT/Security/Finance/HR/RBI/Statutory/MoP/Power Sector, etc. or any other as per requirement of RECPDCL/RECL.
- DPR, RFP Preparation & Bid process Management- Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, RFP Preparation (requirement gathering/functional specifications/implementation timelines/defining levels/payment terms/contract finalization/costing model etc.), pre-bid meetings,

valuation Qualification/Technical/Financial) etc.

- For Consultancy support on drafting and preparation of policy. The Candidate should have sufficient knowledge and experience in public policy writing.
- Finance & Accounts- Provide consultancy during any/all phases of planning/operations for department/organization/institution on matters related to finance and accounts which may include accounting processes, advisory, analysis, chart of Accounts and audits etc.
- Procurement Policies- Provide consultancy on procurement matters in Government department/organization/institution including providing assistance on procurement of goods and services. Advise/manage on matters related to e-Procurement/ tender process/ policies/ standard operating procedures/ templates etc.
- HR Management, capacity building- Consultancy on preparation of HR Policy, manpower and organization re-structure, training, capacity building, organization development, HR manuals etc.
- Legal Matters- Consultancy support during any/all phases of project on matters related to contract drafting & validation, legal vetting etc. The candidate should have legal qualifications/ legal background. It may also include functional advisory on projects with DISCOMs/department/ organization/ institutions. The resource should be well conversant with acts, cyber law & related matters.
- Expert in Particular Area of work under each category- Specialization in domain areas Consultancy support during any/all phases of the project in a particular area of work. Expert shall exhibit the highest level of experience in performing a specialized job, task or skill in the concerned domain area of work.
- Software Solution Architect -Consultancy during any/all phases of the project on design and architecture for Hardware/Software requirements in simple/complex heterogeneous systems environments for large/medium/small projects.
- Compute, Storage, Virtualization -Consultancy during any/all phases of the project on sizing/solutions design for large/medium/small may have requirements (Computing/Storage/Virtualization) in heterogeneous systems environments
- Data Centre Power Infrastructure-Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Electrical Power requirements for Large/Medium/Small Server Room/Data Centre requirements.
- Data Centre Cooling Infrastructure-Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Large/Medium/Small Server Room/Data Centre Cooling requirements
- Cloud Services- Overall experience in cloud products and services as a computer engineering architect role and/or experience in large scale OpenStack consulting. Architect for open stack, containers, etc.
- IT Network Specialist- Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/SLA monitoring/Third Party Audit/performance Large/Medium/Small Networking/LAN/WAN project with government departments/ organizations/ institutions
- IT Security Specialist- Consultancy on IT Security during any/all phases of the project on conceptualization/design/architecture/analysis/SLA monitoring/Third Party ISO27001/Security Audit/performance Large/Medium/Small delivery project with government departments/organizations/ institutions.
- Data Analytics/ Dashboard specialist - Consultancy on MIS, Dashboard and Data Analytics including KPIs identification, data preparation, visualization and analytics, Graphs and Analytical reports and recommendations. Data-driven solutions related to IT initiatives, Data strategies and business intelligence solutions through consulting engagements and research

- Senior OpenStack DevOps specialist- Consultancy on cloud adoption, cloud application design (OpenStack), management and operations, tactical plans for cloud deployments using legacy and emerging compute/network/storage options, Design and plan cloud architecture using least cost, least risk and recommends most efficient solutions
 - Emerging IT Technologies- Consultancy for emerging technologies like Artificial Intelligence/Machine Learning, Block chain, Big Data, Data Analytic, Micro services, Mobile computing, IoT etc
 - IT Project Manager-Project Management Consulting for providing project planning and management for establishing IT initiatives projects, ensure projects are completed to specification within an established time frame and budget. Expert within regarding technology concerns, use their industry expertise to improve all aspects of project planning and resource management.
7. The empaneled entities are expected to provide manpower support for the ongoing/new projects and also for preparation of DPR, Action Plan and any other activities defined in the SBD of Revamped Distribution Sector Scheme: Reforms-Based and Result-Linked & Smart Metering Project in PAN India. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of RECPDCL.
 8. The Educational Qualifications required for the consultants to be deployed on RECPDCL assignments for each area of work of particular category is a part of the technical evaluation criteria and the same shall be adhered to while deploying them on assignments.
 9. A maximum of five (5) bidders shall be empaneled for providing consultancy services for the indicative list of each category- A, B, C and D defined above. The empanelment will initially be for a period of two years, which can be extended through mutual consent for a further period of one year.
 10. The empaneled entities shall provide desired services anywhere in India. The professionals engaged under this arrangement would be entitled for TA/DA if s/he is asked to go on tour for project work from her/his project site. The professionals have to use their own laptops, mobile and other necessary equipment's/instruments etc. for smooth delivery of the project and desired outcomes.
 11. As this is a rate contract, RECPDCL shall place a separate work order with detailed area of work, no. of resource deployment, Man-day (or) Man-month, qty., work order value, PBG, timeline of the work/assignment, terms & conditions, etc., shall be issued to empaneled vendor as per requirement of RECPDCL for allocation of work/assignment.
 12. Evaluation of bids, empanelment and work assignment shall be as defined in the subsequent sections.
 13. RECPDCL reserves the right to disqualify any bids during bid evaluation process at its own discretion.

14.ENGAGEMENT OF CONSULTANT WITH QUALIFICATION & EXPERIENCE:

The all four (4) resources detailed below with regular educational qualification and experience on permanent role of the empanelled agency are to be deployed against the requirement of work/assignment of RECPDCL on any category/ Area of work:

Resource Profile	Min. Work Experience	Min. Edu. Qual.		TA/DA in case of tour [REC grade]
Principal Consultant	15 year	All Domain/Area of work Experts	B-Tech/B.E.	E-7
Senior Consultant	10 year	In Power Sector category below area of work req. min. edu. qual.)	B.Tech/B.E+ MBA/ CA	E-5
Consultant	5 year			E-3
Junior	3 year			E-2

Consultant		Business Development, Strategy, Business/Financial Modelling and Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence-		
		Emerging Technologies category	B.Tech/ B.E./MBA	
		Financial and accounting	MBA, CFA or CA	
		HR	MBA – HR	
		Arbitration and Legal	LL.B/LL.M	

Section 3: PRE-QUALIFYING CRITERIA

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in **Pre-qualifying criteria** as demonstrated by the Bidder's responses in the corresponding Bid Schedules.

Notwithstanding anything stated herein above, the Employer reserves the right to assess the capacity and capability of the bidder to successfully execute the scope of work covered under this tender document within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of work; (iii) details of manpower and financial resources; (iv) details of quality control systems in place; (v) past experience and performance; (vi) customer feedback; (vii) banker's feedback etc. The employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

3.1 Document Indexing: Bidder will attach an Index of documents submitted with this bid mentioning following details. This index will be used to locate the document easily and correlating correct document with correct QR.

- QR clause as per RFP.
- Title of document submitted against each QR.
- Relevant page number in document.
- Relevant clause no. in document.

3.2 Pre-qualification requirement

3.2.1 General requirement

Sub Clause	Qualification Criteria	Supporting Documents Required
General Qualification Criteria		
G.1	The Bidder should be a Registered entity in India under the Companies Act, 1956, or LLP Act and should be consulting firm operating in India from minimum of last three (3) financial years ending 31st March, 2022.	Attach valid copy of Certificate of Incorporation or Commencement of Business
G.2	Bidder shall submit valid documentary proof of GST and the details of Income Tax Registration number (PAN).	Attach valid documentary proof
G.3	Bidder must not have been blacklisted by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ REC/ RECPDCL/ Ministry of Power (GOI) PSU or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions in India at the time of submission of bid	Self-declaration by authorized signatory for no blacklisting on appropriate non-judicial stamp paper duly notarized.
G.4	Undertaking on Compliance of Tender Specifications & Terms and Conditions of Tender Document. This will be accompanied by duly signed and stamped original tender document deemed to be acceptance of Tender Specifications & Terms and Conditions.	Attach valid Documentary Evidence including affidavit on Rs 100/- stamp paper issued in NCR

G.5	To confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006.	If yes, a copy of the Registration Certificate must be provided to RECPDCL. Further, keep informed to RECPDCL whether there is any change of the status of the company.																		
G.6	<p>Minimum 140 full-time professionals on bidder's pay-roll for consultancy services of the organization within that minimum 35 full-time professionals in each category of Power sector, Digital & ICT, Emerging Technologies, Functional & Operational verticals as on last date of bid submission.</p> <table border="1"> <tr> <td colspan="3">Total no. of full-time professionals on bidder's pay-roll for consultancy services of the organization</td></tr> <tr> <td>CODE</td><td>CATEGORY</td><td>No. of full-time professionals</td></tr> <tr> <td>A</td><td>Power Sector</td><td></td></tr> <tr> <td>B</td><td>Digital & ICT Expert</td><td></td></tr> <tr> <td>C</td><td>Emerging Technologies Expert</td><td></td></tr> <tr> <td>D</td><td>Functional & Operational Expert</td><td></td></tr> </table>	Total no. of full-time professionals on bidder's pay-roll for consultancy services of the organization			CODE	CATEGORY	No. of full-time professionals	A	Power Sector		B	Digital & ICT Expert		C	Emerging Technologies Expert		D	Functional & Operational Expert		Separate letter by HR dept. to be submitted for full-time professionals in each category.
Total no. of full-time professionals on bidder's pay-roll for consultancy services of the organization																				
CODE	CATEGORY	No. of full-time professionals																		
A	Power Sector																			
B	Digital & ICT Expert																			
C	Emerging Technologies Expert																			
D	Functional & Operational Expert																			
G.7	<p>Bidder can identify the category as a part of their proposal as per the below mentioned table for bid consideration/evaluation. It is further clarified that a bidder can participate either in all four (4) categories (or) in any one category. However, for participation in a category bidder has to indicate 'YES' for all the 'Area of Work' or else bid will be rejected.</p> <table border="1"> <tr> <td>CODE</td><td>CATEGORY</td><td>SELECT (YES/NO)</td></tr> <tr> <td>A</td><td>Power Sector</td><td></td></tr> <tr> <td>B</td><td>Digital & ICT Expert</td><td></td></tr> <tr> <td>C</td><td>Emerging Technologies Expert</td><td></td></tr> <tr> <td>D</td><td>Functional & Operational Expert</td><td></td></tr> </table>	CODE	CATEGORY	SELECT (YES/NO)	A	Power Sector		B	Digital & ICT Expert		C	Emerging Technologies Expert		D	Functional & Operational Expert		<p>Self-declaration by authorized signatory for indicating the category for participation.</p> <p><i>Bidder has to meet the eligibility/Technical requirement of selected category for evaluation of bid.</i></p>			
CODE	CATEGORY	SELECT (YES/NO)																		
A	Power Sector																			
B	Digital & ICT Expert																			
C	Emerging Technologies Expert																			
D	Functional & Operational Expert																			

3.2.2 Financial requirement

Sub Clause	Qualification Criteria	Supporting Documents Required
Financial Qualification Criteria		
F.1	Bidder should have a minimum average annual turnover of Rs. 250 Crores (Rupees Two Hundred and Fifty Crores) in consultancy services in India during the last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	Copy of audited statement of account (PL account & balance Sheet) duly certified by CA along with certificate stating the turnover and net worth shall be submitted as proof.
F.2	Net Worth for the last four financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19 should be positive. Net worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.	

3.2.3 Technical requirement- CATEGORY –A- Power Sector

Sub Clause	Qualification Criteria	Supporting Documents Required								
Technical Qualification Criteria										
T.1.A	<p>CATEGORY –A- Power Sector Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-A of Power Sector experts for each area of work as mentioned in the subsequent cells.</p> <ol style="list-style-type: none"> The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-A during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. The area of work can be considered even if it is part of a single contract containing multiple area of work. <table border="1"> <thead> <tr> <th>CATEGORY CODE</th><th>CATEGORY NAME</th><th>AREA of WORK</th></tr> </thead> <tbody> <tr> <td rowspan="3">A</td><td rowspan="3">Power Sector Expert</td><td>Power Distribution - Operations Business</td></tr> <tr> <td>Power Distribution System/Network Studies, Planning and Project Execution</td></tr> <tr> <td>Power Transmission System/Network Studies, Planning and Project Execution</td></tr> </tbody> </table>	CATEGORY CODE	CATEGORY NAME	AREA of WORK	A	Power Sector Expert	Power Distribution - Operations Business	Power Distribution System/Network Studies, Planning and Project Execution	Power Transmission System/Network Studies, Planning and Project Execution	<p>Bidder to submit the documentary proof for each assignment (Work order/LoA along with Letter of Satisfaction or completion certificate) for the area of work.</p> <p>Bidder need to submit the proof against those category only with all Area of Work, which they are pursuing for empanelment.</p>
CATEGORY CODE	CATEGORY NAME	AREA of WORK								
A	Power Sector Expert	Power Distribution - Operations Business								
		Power Distribution System/Network Studies, Planning and Project Execution								
		Power Transmission System/Network Studies, Planning and Project Execution								

			Distribution Franchisee/licensee	
			Energy Accounting and Auditing	
			Renewable Energy	
			Battery Energy Storage System	
			Regulatory Work Distribution/ Transmission/ Generation	
			Business Development, Strategy, Business/Financial Modelling	
			Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence	

3.2.4 Technical requirement- CATEGORY –B- Digital & ICT

Sub Clause	Qualification Criteria	Supporting Documents Required											
Technical Qualification Criteria													
T.2.B	<p>CATEGORY –B- Digital & ICT</p> <p>Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-B of Digital & ICT Expert for each area of work as mentioned in the subsequent cells.</p> <ol style="list-style-type: none"> The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-B during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. The area of work can be considered even if it is part of a single contract containing multiple area of work. <table border="1"> <thead> <tr> <th>CATEGORY CODE</th><th>CATEGORY NAME</th><th>AREA of WORK</th></tr> </thead> <tbody> <tr> <td rowspan="6">B</td><td rowspan="6">Digital & ICT Expert</td><td>AMI & Smart Metering</td></tr> <tr> <td>Smart Grid</td></tr> <tr> <td>ERP</td></tr> <tr> <td>Digital Solutions</td></tr> <tr> <td>Analytics, Dashboards, AI/ML & ChatBot</td></tr> <tr> <td>Cloud Services</td></tr> </tbody> </table>	CATEGORY CODE	CATEGORY NAME	AREA of WORK	B	Digital & ICT Expert	AMI & Smart Metering	Smart Grid	ERP	Digital Solutions	Analytics, Dashboards, AI/ML & ChatBot	Cloud Services	<p>Bidder to submit the documentary proof for each assignment (Work order/LoA along with Letter of Satisfaction or completion certificate) for the area of work.</p> <p>Bidder need to submit the proof against those category only with all Area of Work, which they are pursuing for empanelment.</p>
CATEGORY CODE	CATEGORY NAME	AREA of WORK											
B	Digital & ICT Expert	AMI & Smart Metering											
		Smart Grid											
		ERP											
		Digital Solutions											
		Analytics, Dashboards, AI/ML & ChatBot											
		Cloud Services											

			Cyber Security	
			RPA (Robotics Process Automation)	
			Billing System	
			Mobile-App, Web Portal & Other IT Solutions	

3.2.5 Technical requirement- CATEGORY –C- Emerging Technologies

Sub Clause	Qualification Criteria	Supporting Documents Required											
Technical Qualification Criteria													
T.3.C	<p>CATEGORY –C- Emerging Technologies Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-C of Emerging Technologies Expert for each area of work as mentioned in the subsequent cells.</p> <ol style="list-style-type: none"> The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-C during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. The area of work can be considered even if it is part of a single contract containing multiple area of work. <table border="1"> <thead> <tr> <th>CATEGORY CODE</th><th>CATEGORY NAME</th><th>AREA of WORK</th></tr> </thead> <tbody> <tr> <td rowspan="6">C</td><td rowspan="6">Emerging Technologies Expert</td><td>Green Hydrogen</td></tr> <tr> <td>Mini/Micro Grids</td></tr> <tr> <td>E-Mobility (EV Charging, Electric Vehicle)</td></tr> <tr> <td>Environmental, Social and Governance Practices (ESG)</td></tr> <tr> <td>Power Trading (exchange/PPAs)</td></tr> <tr> <td>Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)</td></tr> </tbody> </table>	CATEGORY CODE	CATEGORY NAME	AREA of WORK	C	Emerging Technologies Expert	Green Hydrogen	Mini/Micro Grids	E-Mobility (EV Charging, Electric Vehicle)	Environmental, Social and Governance Practices (ESG)	Power Trading (exchange/PPAs)	Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)	<p>Bidder to submit the documentary proof for each assignment (Work order/LoA along with Letter of Satisfaction or completion certificate) for the area of work.</p> <p>Bidder need to submit the proof against those category only with all Area of Work, which they are pursuing for empanelment.</p>
CATEGORY CODE	CATEGORY NAME	AREA of WORK											
C	Emerging Technologies Expert	Green Hydrogen											
		Mini/Micro Grids											
		E-Mobility (EV Charging, Electric Vehicle)											
		Environmental, Social and Governance Practices (ESG)											
		Power Trading (exchange/PPAs)											
		Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)											

3.2.6 Technical requirement- CATEGORY –D- Functional & Operational

Sub Clause	Qualification Criteria	Supporting Documents Required									
Technical Qualification Criteria											
T.4.D	<p>CATEGORY –D- Functional & Operational</p> <p>Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-D of Functional & Operational Expert for each area of work as mentioned in the subsequent cells.</p> <ol style="list-style-type: none"> The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. The area of work can be considered even if it is part of a single contract containing multiple area of work. <table border="1"> <thead> <tr> <th>CATEGORY CODE</th><th>CATEGORY NAME</th><th>AREA of WORK</th></tr> </thead> <tbody> <tr> <td rowspan="4">D</td><td rowspan="4">Functional & Operational Expert</td><td>Procurement and Contracts</td></tr> <tr> <td>Financial and accounting support</td></tr> <tr> <td>HR management and Training/capacity Building</td></tr> <tr> <td>Arbitration and Legal Support</td></tr> </tbody> </table>	CATEGORY CODE	CATEGORY NAME	AREA of WORK	D	Functional & Operational Expert	Procurement and Contracts	Financial and accounting support	HR management and Training/capacity Building	Arbitration and Legal Support	<p>Bidder to submit the documentary proof for each assignment (Work order/LoA along with Letter of Satisfaction or completion certificate) for the area of work.</p> <p>Bidder need to submit the proof against those category only with all Area of Work, which they are pursuing for empanelment.</p>
CATEGORY CODE	CATEGORY NAME	AREA of WORK									
D	Functional & Operational Expert	Procurement and Contracts									
		Financial and accounting support									
		HR management and Training/capacity Building									
		Arbitration and Legal Support									

Note:

- The complete annual reports together with Audited statement of accounts of the company for last four financial years of its own (separate) immediately preceding the date of submission of bid.
- Litigation History: The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last four financial years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.
- Notwithstanding anything stated, hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
- In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public

Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

- v. Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant], certifying that this information/ documents are based on the audited accounts, as the case may be.
- vi. The bidder must fulfill the above pre-qualification criteria. Bid of bidders not fulfilling the pre-qualification criteria, are liable to be summarily rejected. Undertaking for subsequent submission of any of the above documents, will not be entertained under any circumstances.
- vii. The RECPDCL reserves the right to solely verify/confirm all original documentary evidence including references & clients and substantiate all the details as submitted by the prospective / successful bidder in support of above-mentioned clauses of eligibility criteria, as and when required and before processing of any payments.
- viii. Proof of assignments/works of the bidder would be cross checked to identify firms experience in respective selected category.
- ix. Bidder needs to submit the proof for each assignment/works under each area of work under selected category, which the bidder is pursuing for empanelment.
- x. Criteria of permanent professionals in each category for Power sector, Digital & ICT, Emerging Technologies, Functional & Operational verticals can be met by Bidder only. Separate letter by HR dept. to be submitted for permanent professionals.
- xi. The bidders will identify the category as a part of their proposal as per the below mentioned table for bid consideration/evaluation:

SELECT (YES/NO)	CODE	CATEGORY	AREA of WORK		SELECT (YES/NO)
	A	Power Sector	A.1	Power Distribution - Operations Business	
			A.2	Power Distribution System/Network Studies, Planning and Project Execution	
			A.3	Power Transmission System/Network Studies, Planning and Project Execution	
			A.4	Distribution Franchisee/licensee	
			A.5	Energy Accounting and Auditing	
			A.6	Renewable Energy	
			A.7	Battery Energy Storage System	
			A.8	Regulatory Work Distribution/ Transmission/ Generation	
			A.9	Business Development, Strategy, Business/Financial Modelling	
			A.10	Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence	
			B.1	AMI & Smart Metering	

	B	Digital & ICT	B.2	Smart Grid	
			B.3	ERP	
			B.4	Digital Solutions	
			B.5	Analytics, Dashboards, AI/ML & ChatBot	
			B.6	Cloud Services	
			B.7	Cyber Security	
			B.8	RPA (Robotics Process Automation)	
			B.9	Billing System	
			B.10	Mobile-App, Web Portal & Other IT Solutions	
				C	Emerging Technologies
C.2	Mini/Micro Grids				
C.3	E-Mobility (EV Charging, Electric Vehicle)				
C.4	Environmental, Social and Governance Practices (ESG)				
C.5	Power Trading (exchange/PPAs)				
C.6	Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)				
	D	Functional & Operational	D.1	Procurement and Contracts	
			D.2	Financial and accounting support	
			D.3	HR management and Training/capacity Building	
			D.4	Arbitration and Legal Support	
'YES'- Bidder has to select 'YES' against category for which the proposal is submitted for empanelment. Incase, of the bidder selected 'NO' in any Area of Work of selected category then the bid will be rejected.					

Section 4: BIDDING PROCESS

- a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b) All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, RECPDCL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.
- c) Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures
- d) Un-signed & un-stamped bid shall not be accepted.
- e) All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- f) Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- g) Ambiguous bids will be out rightly rejected. RECPDCL will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- h) The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- i) Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- j) Financial bid may be submitted/uploaded online as per "Financial bid" for the corresponding description.
- k) Financial bids will be evaluated on the basis of total price. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- l) Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s).
- m) Bids not quoted as per the format given by RECPDCL will be rejected straightway.
- n) No deviation from the tender specifications & terms and conditions will be accepted.
- o) **RECPDCL may extend these services to its holding company viz., REC Limited. The agency empaneled with RECPDCL should be willing to extend the same to RECL as per their requirement on the same terms and conditions from time to time with the separate agreement/work order/billing, etc.**

4.1 Pre bid meeting

- RECPDCL will hold a pre- bid meeting with the prospective bidders at **11:30 AM on 15th July, 2022 at RECPDCL Corporate Office, Gurugram** (or) through Video conference mode. Queries received, from the bidders, two days prior to the pre bid meeting will be addressed. The queries can be sent to RECPDCL through email at pcm@recpdcl.in
- RECPDCL is not bound to clarify any query received after the day as described

above. RECPDCL will review every query and on due consideration will issue corrigendum (if require). However, RECPDCL does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by RECPDCL.

- In case of Pre-bid meeting is being organized through video conference, interested bidders are required to provide following details on email id at "pcm@recpdcl.in" two days before the schedule pre-bid meeting date. The joining link/credentials will be shared over the email provided by the bidder. The prospective bidder may please provide the details: Name of the Firm, Name of the authorised representatives to attend VC, Email Id of the representative, Contact No. of representative.
- It is the responsibility of the prospective bidders to have appropriate environment/connectivity for smooth participation

4.2 Bid Composition: The Online bids should be submitted as under

COVER-01 Earnest Money Deposit (EMD): Bank Draft(s) towards EMD in one cover sealed and superscripted "**EMD for Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains'**". A letter specifying the draft details should be submitted physically at RECPDCL office - Addl. Chief Executive Officer, REC Power Development and Consultancy Ltd., D-Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001. However, the scanned copy of Bank drafts must be uploaded (PDF format) electronically on www.tenderwizard.com/REC and the **Tender Fee/ Cost of Bid Document is NIL.**

COVER-02 Eligibility Criteria: The document containing the following information, should be titled as "**Eligibility Criteria – RECPDCL tender for 'Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains'**" as per **Section 3: PRE-QUALIFYING CRITERIA.**

COVER-03 Technical Bids (separate bid covers for each category): The document containing the following information, should be titled as "**Technical Bid - RECPDCL tender for 'Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains'**"- separate sealed covers for each interested **CATEGORY- (A-Power Sector (or) B-Digital & ICT (or) C-Emerging Technologies (or) D-Functional & Operational)** as per the **Annexure-V Technical Bid Form and the supporting documents for evaluation of Technical bid as detailed in Annexure-IX.**

Financial Bid: The financial bid needs to be submitted in **ONLINE MODE ONLY.** The XLS file for "**RECPDCL tender for 'Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains'**" should be uploaded electronically as part of financial bid as per **Annexure-VI Financial Bid.**

All documents should be uploaded/submitted in eprocurement portal and the copy all documents COVER-01, COVER-02 & COVER-03 should be submitted in separate sealed envelope super scribed as "**COVER-01- Earnest Money Deposit (EMD); COVER-02- Eligibility Criteria and COVER-03- Technical Bids**" **RECPDCL tender for 'Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains'** should be submitted physically to the below address:

Shri. S C Garg,
Addl. Chief Executive Officer,
REC Power Development and Consultancy Ltd.,
D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram
(Haryana)-122001.

4.3 Earnest Money Deposit (EMD):

- a) EMD exemption allowed to Micro and Small Enterprises (MSEs), National Small Industries Corporation Limited (NSIC), Start-Ups etc. As applicable as per prevailing Government of India norms and guidelines.
- b) In the absence/Non-Submission of **Earnest Money Deposit**, such bid shall be rejected straightway.
- c) Bid shall be accompanied by an Earnest Money Deposit of ₹5,00,000/- (Rupees Five Lakh only) in form of Demand Draft drawn from an Indian Scheduled Commercial Bank in favor of 'REC Power Development and Consultancy Limited' payable at New Delhi with validity as per BID validity period or Bank Guarantee as per format of Annexure-XII. Cheques, Money Orders or Cash etc. shall not be accepted as EMD. The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD Draft. Any failure to comply with the same shall be at the risk of the bidder.
- d) Any Bid submitted without a valid EMD shall be summarily rejected.
- e) No interest is payable on Earnest Money deposit.
- f) The EMD of unsuccessful Bidder shall be returned without interest within 180 days from on completion of Empanelment process and EMD of successful Bidder shall also be returned without interest after successful bidder submit the Empanelment Guarantee (EGs) of ₹5,00,000/- (Rupees Five Lakh Only/-) for each empanelment in the form of Bank Guarantees / Demand Draft for the period of 2 years plus 30 days claim period, which can be further extended for another one year on mutual consent. In case RECPDCL assigns jobs to the empanelled bidders just before the end of the empanelment, the BG shall be extended for the period of one more year or till the satisfactory job completion, whichever is earlier
- g) Earnest Money shall be forfeited in case of the following:
 - On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
 - With draws its bid during the period of bid validity
 - In case of the successful Bidder fails to sign the contract within the stipulated time.
 - The rates quoted by L1 bidder in FINANCIAL BID Annexure – VI shall be accepted as the tender rates, if the same are found in order else the bid will be rejected and L1 bidder's EMD will be forfeited.

4.4 Security Deposit/Empanelment Guarantee (EGs):

- a. The empanelled agency need to deposit within fifteen (15) working days from the date of issuance of Empanelment Letter by RECPDCL, a Empanelment Security Deposit in the form of Bank Guarantee or Demand Draft (DD), for each category/area an amount of **Rs. 5,00,000** for the due performance and fulfilment of the contract by your firm which is valid for 2 years plus 30 days claim period, , which can be extended through mutual consent for a further period of one year
- b. The Empanelment Guarantee may be drawn from a scheduled commercial/nationalized bank in form of DD of Bank Guarantee in favor of The "REC Power Development and Consultancy Ltd.", payable at New Delhi.

- c. The Empanelment Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.
- d. Failing to comply with the above requirement, within 30 days from the date of empanelment or as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the cancellation of the empanelment.
- e. In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Empanelment Guarantee/Security Deposit as BG would be invoked by RECPDCL.
- f. No Bank Charges/ interest shall be payable for the Empanelment Guarantee.

In case of association with empanelled agencies for the project, the Security Deposit/EGs as BG shall be extended for the entire duration of the project.

4.5 Last date for bid submission

- a) Bids, complete in all respects, must be submitted in online and the documents as detailed in 4.1 clause by the due date and time.
- b) RECPDCL may, at its own discretion, extend the date for bid submission.
- c) Any bid received by RECPDCL after the prescribed deadline for submission of bids will be summarily rejected and returned unopened to the Bidder. RECPDCL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.
- d) The bids submitted through telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e) At any time prior to the last date for receipt of bids, RECPDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on RECPDCL's website www.recpdcl.in ; www.eprocure.gov.in & www.tenderwizard.com/REC should be taken into consideration by the prospective bidders while and preparing their bids.
- f) In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, RECPDCL may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's Security Deposit (BG) or suspension.
- g) The bidders will bear all costs associated with the preparation and submission of their bids. RECPDCL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- h) Printed terms and conditions of the bidders, as uploaded, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

4.6 Opening of Bids

The bids will be opened electronically in the presence of bidder's representatives (only one) who choose to attend the Bid opening sessions on **xx/xx/2022 at 15:30 Hrs.** The bidders' representatives who are present shall sign a register evidencing their attendance.

4.6.1 Opening of COVER-1 - Earnest Money Deposit (EMD):

The COVER-01 containing scanned copy of DD/BG for EMD, it will be opened in the first instance in the presence of bidder's representatives. Bid received without EMD will be rejected straight way.

4.6.2 Opening of COVER-2 & COVER-3 – Eligibility Criteria & Technical Bid

The COVER-2 & COVER-3 (Eligibility Criteria and Technical bids) of only those vendors, whose COVER-1-EMD are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representatives

4.6.3 Opening of Financial Bid [ONLINE MODE ONLY]

Financial bid of the bidders whose technical bids qualify as per the prescribed eligibility conditions and other tender terms without any deviations, shall be opened electronically [**ONLINE MODE ONLY**] on a notified date and time.

4.7 Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, RECPDCL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids

4.8 Evaluation of bids

- a) When deemed necessary, RECPDCL may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b) RECPDCL may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- c) Any effort by a bidder to influence RECPDCL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid, and forfeiture of the bidder's EMD and may result in suspension to participate in RECL/RECPDCL tenders.
- d) RECPDCL reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for RECPDCL's action and without assigning any reasons
- e) There will be three (3) bid-opening events
 - (i) Opening of Cover-1 -EMD and
 - (ii) Opening of Cover-2 & Cover-3- Eligibility/Pre-qualification Criteria & Technical Bid
 - (iii) Opening of Financial bid (Only through Online mode)

I) Pre-Qualification in each category

- i) Only bidders who satisfy all the conditions of the eligibility criteria (COVER-2) as per Section 3: PRE-QUALIFYING CRITERIA completely will be considered for further technical evaluation.

II) Technical Evaluation in each category

- i) COVER-3-"Technical bid" will be opened only for Bidders who succeeds/meets the Pre-qualification criteria.

- ii) The qualified bidders in Pre-qualification criteria will be advised to make a presentation (in power point) duration of approximately 30 minutes including Q&A to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. These bidders will be given minimum 3 days of notice for this presentation. This presentation will include a strategy suggestion outlining the requirement as per Scope of Work.
- iii) The bidders' presentation and technical bid documents will be evaluated as per the requirements specified in the technical evaluation framework.
- iv) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. **Minimum of 70 marks must be secured by bidder to qualify and minimum 50% of marks in each evaluation criteria must be secured by bidder to qualify** in the technical evaluation framework. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- v) Only the bidders who get an **aggregate Technical score of 70 marks or more** and meeting **minimum 50% of marks in each evaluation criteria** shall be deemed qualified and financial bids of those technically qualified bidders will be opened. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

III) Evaluation of Financial Bids in each category

- i) All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- ii) The Financial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at discretion of RECPDCL.
- iii) The bid price will exclusive of taxes and shall be in Indian Rupees and mentioned separately. Taxes will be paid/reimbursed as per norms of Govt. of India.
- iv) Any conditional bid would be rejected.
- v) RECPDCL reserves the right to disqualify those bids where Price not quoted for professionals under selected category and the quoted rates are extremely low and are seriously deviating from prevalent market trend.
- vi) For any of the resource levels, bids, quoting zero or incredibly low rates compared to the industry prevalent rates, will be rejected and EMD forfeited.
- vii) The financial offers of the technically qualified bidders shall be evaluated and the lowest individual/Professional unit rate quoted for of all four (4)-resource levels in particular area of work under each category would be declared the L1 rate.
- viii) When deemed necessary, Negotiations will be conducted with the (L1) bidder in each category for further reduction in bid price as per discretion of RECPDCL.
- ix) If there are more than 05 technically qualified bidders in each category, their financial bid shall be evaluated and sorted in numerical ascending order of their financial offers - L1, L2, L3 etc., i.e., L1 being the lowest bid offer for particular category and then others in increasing order. In case of a tie in the financial rates quoted by the bidders, the bidder with higher technical evaluation score would be moved up in the order.
- x) On discovery of lowest individual/Professional unit (L1) rate for Category 1, Category 2, Category 3 and Category 4, Bidder quoting L1 rate will be empaneled automatically for that particular Category till the empanelment/contract period.
- xi) Bidders quoting L2, L3, L4, etc., prices will be offered to match L1 rates and on receiving their willingness to match L1 rates and request for empanelment, Bidders will be empaneled till the empanelment/contract period.
- xii) Total number of empaneled vendors/agencies shall not be more than 5 (five) for each category and bidders quoting L2, L3, L4, L5, will be offered to match L1 Prices. In the

- event anybody amongst (L2, L3, L4, L5) vendors are willing to be empaneled, next bidder (L6, L7, L8, etc) will be requested to match the price.
- xiii) If there are 05 (five) or less technically qualified bidders in a particular category, then all the bidders shall be allowed to match the L1 rates.
 - xiv) All bidders wishing to be empaneled by matching with L1 prices are required to submit their willingness in writing within 3 working days of discovery of L1 rates.
 - xv) RECPDCL shall issue a 'Letter of Empanelment and Rate Contract' for each category to the Bidder quoting L1 prices and all other bidders agreed to match L1 rates shall be eligible for empanelment and rate contract and declared as Successful Bidders. However, the total no. of agencies for empanelment and rate contract shall not exceed 05 in each category.

4.9 Empanelment of Agencies

- i. On written communication from RECPDCL for having qualified for empanelment the bidder will sign the contract (letter of empanelment and rate) within 7 days of such communication. Failing which the offer will be treated as withdrawn may result in suspension to participate in RECL/RECPDCL tenders and EMD forfeited. RECPDCL reserves the right to extend the offer to the next eligible bidder.
- ii. RECPDCL will empanel and rate contract with max. of five agencies in each category for availing the services during the period of empanelment, which will be initially for two years. Depending on the project requirements, RECPDCL may extend the period of empanelment for additional one year through mutual consent. The empanelled agencies will have to renew/re-submit the security deposit for the extended period of empanelment.
- iii. The bidders selected for empanelment will have to submit Security Deposit as Empanelment Guarantee (EGs) of **Rs.5,00,000/- (Rupees Five Lakhs)** for each empanelment in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favour of REC Power Development and Consultancy Ltd, New Delhi. Failing in submission of EG as security within 15 days from the date of empanelment and rate contract letter, then the agency & bid will be treated as withdrawn, may result in suspension to participate in RECL/RECPDCL tenders and EMD forfeited. On receipt of BG, EMD will be refunded without any interest.
- iv. After acceptance of the letter of empanelment and rate contract (or) LOA issued by RECPDCL, the empaneled bidders shall have no right to withdraw their bid or claim higher price.
- v. No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained or paid by RECPDCL.
- vi. The incidental expenses of execution of agreement / contract will be borne by the successful bidder.
- vii. The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the RECPDCL. In addition, RECPDCL will be free to forfeit of EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

4.10 Termination for Insolvency, Dissolution etc.

RECPDCL may at any time terminate the empanelment by giving written notice to the Bidder without any compensation if the empanelled bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or

remedy which has accrued thereafter to RECDPCL.

4.11 Change of Name of the Firm

During empanelment period if the bidder's name got changed due to acquisition, amalgamation etc., bidder must inform RECDPCL with all required documents within one month of its name change. RECDPCL will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

4.12 Termination for Convenience

RECDPCL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for RECDPCL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

4.13 No Claim Certificate

The empanelled bidder will not be entitled to make any claim, whatsoever, against RECDPCL under or by virtue of or arising out of this contract nor will RECDPCL entertain or consider any such claim for the jobs accepted post empanelment.

4.14 Suspension

RECDPCL may by a written notice of suspension, suspend all payments to the empanelled bidder under the contract, if the empanelled bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a) will specify the nature of the failure and
- b) will request the empanelled bidder to remedy such failure within a specified period from the date of issue of such notice of suspension

4.15 Confidentiality

The empanelled Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RECDPCL or its clients without the prior written consent of RECDPCL.

4.16 Security

- i. The agency will ensure that no information about the software, hardware, and database the policies of the RECDPCL/client organization is taken out in any form including electronic form or otherwise, from the RECDPCL/client site by the manpower posted by them.
- ii. The agency or its deployed personnel, by virtue of working on RECDPCL/Client's projects, can't claim any rights on the work performed them. RECDPCL/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

4.17 Indemnity

- i. The empanelled agency will indemnify RECDPCL and its client organizations of all legal obligations of its professionals deployed for RECDPCL projects.
- ii. RECDPCL and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

4.18 Termination for Insolvency & Default

Termination for Insolvency

- RECPDCL may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent. Termination for Default

Termination for Default

- i. Default is said to have occurred
 - If the agency fails to deliver any or all of the services within the time period(s) Specified in the work order or any extension thereof granted by RECPDCL.
 - If the agency fails to perform any other obligation(s) under the contract / work order.
- ii. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from RECPDCL (or takes longer period in spite of what RECPDCL may authorize in writing), RECPDCL may terminate the contract / work order in whole or in part. In addition to above, RECPDCL may at its discretion also take the following actions
 - RECPDCL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate RECPDCL for any extra expenditure involved towards support service to complete the scope of work totally.

- 4.19** The aggregate liability of the empanelled agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the empanelled agency hereunder. The empanelled agency shall only be liable for the direct damages or loss arising out this agreement or otherwise from its services and not for any indirect or consequential damages. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder".

Section 5: WORK ALLOCATION & ASSESSMENT

1. Work Allocation Procedure

- (i) A maximum of five (5) empaneled agencies with rate contract shall be formed in each category (i.e., Power Sector Expert, Digital & ICT Expert, Emerging Technologies Expert and Functional & Operational Expert).
- (ii) As this is a rate contract, RECPDCL will place a separate work order with detailed area of work, no. of resource deployment, Man-day (or) Man-month, qty., work order value, PBG, timeline of the work/assignment, terms & conditions, etc., will be issued to empanelled agencies based on category of work.
- (iii) The allocation of work/assignment to the empanelled agency shall be assigned in two ways i.e, in PART -I – PMA & PIA Projects and PART -II – In-house Assignments. Where the need of consultant(s) is distinctly identifiable, the consultant(s) will be hired as per the finalized L1 rates.
- (iv) Any assignment of work and filling of gap if not fulfilled by L1 firm and the work will be assigned to L2 and so on. However, any reluctant to deploy of manpower or any assigned work then RECPDCL right to cancel the empanelment & forfeiture of security deposit (BG).
- (v) The procedure for allocation of work/assignment to the empaneled agency in two ways as follows:

a) PART -I – PMA & PIA Projects

- Work shall be awarded to the empaneled agency on rotation basis after matching with L1 unit rates.
- **Rotation policy** shall be adopted for all the empaneled entities i.e., **initially three (3) no. of assignment/work** upon capability in any particular area of work/technology domain shall be **assigned to the L1 firm** and two (2) assignment/work shall be assigned to L2 firm and then and one (1) assignment/work shall be assigned to L3, L4, L5 firms on rotation basis as described below.

Illustration:

Category	Empaneled Bidders	Assignments
A-Power Sector B-Digital & ICT C-Functional & Operational D-Emerging Technologies [Max. 5 firms shall be empaneled for each category].	L1	Assignment 1, Assignment 2 & Assignment 3 (irrespective of the value of work)
	L2	Assignment 4 & Assignment 5
	L3	Assignment 6
	L4	Assignment 7
	L5	Assignment 8
	L1	Assignment 9
	L2	Assignment 10
	L3	Assignment 11
	L4	Assignment 12
	L5	Assignment 13
	Loop (L1 to L5)	Assignment 14... so on..

b) PART -II – In-house Assignments

- In-house assignment/work shall be awarded to any suitable empaneled agency in any category as per discretion of RECPDCL.
- No rotation policy shall be applicable for allocation of work under Part II- In-house assignments.

- (vi) This tender is for empanelment of multiple agencies in different categories and the preference of issue of work assignment shall be given to L1 bidder as detailed above of such particular category for distribution of projects (purchase orders) / work in that category. However, RECPDCL shall have right to choose any other eligible bidder for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation/project requirement.
- (vii) Work Orders will be issued by RECPDCL at its sole discretion taking into account factors such as location, capacity and urgency of work. Decision to issue Work Order to any empaneled vendor is at sole discretion of RECPDCL, no submission/representations in this regard will be entertained from other empaneled vendors.
- (viii) RECPDCL shall be detailed out the scope of work, time input, resource requirement (man-day or man-month), deployment details and other terms & conditions to the specific assignment in the Letter of Award (LoA)/Work Order.
- (ix) The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates detailed in rate contract. In the document, the work order can be read as LoI/work order/Purchase order.
- (x) The capping for additional work order/ Repeat order shall be maximum of 50% of the original work order value. Though quantities of various items/resources/profile may vary but the value or order shall be limited to 50% of the original work order on exigency of works after obtaining the approval of the same from the Competent Authority as per REC procurement guidelines.
- (xi) If the vendor provides reasons for its inability to carry out work in stipulated timelines or delay in deployment of resources (as mentioned in Work Order), then RECPDCL, reserves a right to bifurcate the work and distribute amongst empaneled vendors.
- (xii) Work Order issued by RECPDCL is binding and failure to comply with the same will be treated with penalty as mentioned in Section 6. This shall be applicable in the event all of the vendors amongst the empaneled vendors shows inability of executing the Work Order.

2. Work Assessment

Concerned Division of RECPDCL will:

- a) Define the scope of the project to the bidder and consultants as per requirement after due approval from competent authority of RECPDCL.
- b) Assess/recommend the time period and manpower efforts for project assignment to the empanelled bidders after due approval from competent authority of RECPDCL.
- c) Supervise the project progress until its full completion of the project work. Concerned Division of RECPDCL will ensure that the assigned job is completed as per the schedules given in the work order. RECPDCL would advise the empanelled agency to post additional manpower, free of any additional charge, if there are perceived slippages on the time schedules.
- d) Recommend release of payment and penalties for delay (if any).

3. Deployment of Manpower/Resources

- i) The manpower provided by the agency shall work as per requirement of RECPDCL work schedule.
- ii) Deployment of consultants should be within **10 days** from the issue of the work/assignment.
- iii) Neither the agency nor its personnel /workmen can be treated as employees of

RECPDCL/REC for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of RECPDCL/REC. The agency or its workmen shall not at any point of time have any claim whatsoever against RECPDCL/REC. The Agency should submit undertaking received from the respective deployed manpower in RECPDCL/REC or at any deployed organization regarding the same.

- iv) Empaneled Agency should deploy resources with requisite skills and experience required for the job as specified under the Contract. RECPDCL will have the right to ask for replacement of any person/persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of RECPDCL.
- v) If the RECPDCL so recommends, a deployed resource must be replaced by the agency within a period of 10 working days.
- vi) The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.
- vii) The empaneled agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- viii) The Selected Agency shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
- ix) It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case there shall be a relationship of employer and employee between the RECPDCL/RECL and the said manpower. The Agency should submit undertaking received from the respective deployed manpower in RECPDCL/RECL regarding the same along with appointment letter issued to those manpower/s.
- x) The manpower employed by the agency shall have no right, whatsoever, for any appointment in the RECPDCL/RECL in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the RECPDCL/RECL.
- xi) In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s)
- xii) The resources should be stationed in RECPDCL CO/DISCOM/Project Location in PAN India for the entire project period. The Resource has to strictly follow the working hours, working days and Holidays of RECPDCL CO or at stationed DISCOM/Office.
- xiii) Resource shall get prior approval of RECPDCL before leaving RECPDCL CO/DISCOM/Project Location.
- xiv) Shortfall/delay in deployment/Absence of consultant, the bidder will attract a penalty of daily equivalent price (full/half day absence) from the quoted/derived bid price of concerned resource shall be deducted on pro-rate basis.
- xv) Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of RECPDCL.
- xvi) The consultant resources deployed under this tender should be on pay roll and full time employee of the empanalled consulting agency.
- xvii) The consultancy service firm has to provide all necessary support & expertise services to deployed resources from back office/offsite during the contract period/till the completion of the assignment successfully as per requirement of RECPDCL at no extra cost. However, in case of any requirement arises, the back office team/expert shall provide at onsite for successful completion of the

- task/assignment at no additional cost to RECPDCL.
- xviii) Before deployment/replacement of resource in the work assignment, RECPDCL shall evaluate the proposed resource profile through personal interaction with the concerned Head of Division (HoD) of RECPDCL after meeting the required minimum educational qualification and work experience as detailed in Annexure-VI.
 - xix) RECPDCL has right to assign the work on man-days on pro-rate basis as per requirement of the assignment.
 - xx) During the course of the Contract/assignment, RECPDCL reserves the right to increase / decrease the man-days/ man-months/ number of the respective domain experts deployed at corresponding level in the work assignment as per contract.

4. Performance Bank Guarantee

- i) The selected empanelled agency shall be required to furnish a Performance Bank Guarantee equivalent to 3% (Three Percent) of the LoI/Work Order/Purchase Order value, valid up to for 90 days after contract period for performance obligation.
- ii) The percentage (%) of PBG value will be applicable as per directions of Govt. of India at the time of issued date of LoI/Work Order/Purchase Order.
- iii) The successful agency has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- iv) The PBG is to be submitted within 15 days of placement of LoI/Work Order/Purchase Order.
- v) RECPDCL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Vendor's part to complete its obligation under the contract.
- vi) The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank or A Bankers Cheque or Demand Draft as per format enclosed in the LoI/Work Order.
- vii) Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- viii) The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the LoI/Work Order/Purchase Order.
- ix) RECPDCL will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the LoI/Work Order/Purchase Order and thereafter the empanelment will be cancelled.
- x) In the event of default in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the LoI/Work Order/Purchase Order value per day delay with a Maximum penalty capping of 10% of LoI/Work Order/Purchase Order value.
- xi) In the event wherein a PO is released by RECPDCL for project renewal or a fresh LoI/Work Order/Purchase Order is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the LoI/Work Order/Purchase Order.

Section 6: PAYMENT TERMS & PENALTY

1. Payment Terms

- i) Payment will be made in Indian Rupees only.
- ii) The payment to the agency will be made on **quarterly basis** depending upon the actual duration of Consultancy services rendered at RECPDCL after availing service.
- iii) The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date of RECPDCL) on monthly basis in the name of RECPDCL with the individual's Monthly Satisfactory Performance Report(s) duly signed by official of concerned division of RECPDCL.
- iv) Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- v) In case the submission of bills to RECPDCL, along with the necessary documents i.e. BG's etc., is delayed by the vendor beyond 30 days from the date of issue of bill etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective vendors so that RECPDCL is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective vendor.
- vi) TA/DA for Principal Consultant (E-7), Senior Consultant (E-5), for Consultant (E-3) and for Junior Consultant (E-2) in REC/RECPDCL respectively will be reimbursed on production of original documents.
- vii) GST would be paid extra as may be applicable from time to time
- viii) It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to RECPDCL (if required) along with Vendor Invoices for the processing of the bills.
- ix) In case the submission of bills to RECPDCL, along with the necessary documents i.e. BG's etc., is delayed by the vendor beyond 30 days from the date of issue of bill etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective vendors so that RECPDCL is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective vendor.
- x) The finalized L1 rates shall be valid till the end of empanelment/contract period (if any extensions).
- xi) RECPDCL will consider 30-man day in a month. Accordingly, payment shall be processed on pro rate basis.

2. Penalty for delays

- a) Project assignments to the empanelled bidders will be on the basis of deployment of resources, time/cost estimates of RECPDCL and approved by the competent authority. Each project, therefore, will have a definite date of project completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules.
- b) Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- c) Shortfall/delay in deployment/Absence of consultant, the bidder will attract a penalty of daily equivalent price (full/half day absence) from the quoted/derived bid price of concerned resource shall be deducted on pro-rate basis. RECPDCL will reserves right to deploy the equivalent resource from any other empaneled agency.
- d) Incase delay in completion of assigned work, the bidder will attract a penalty of 1% (one percent) of the delayed milestone (or item in default, as applicable) per week of delay or per instance of default subject to a maximum of 10% of the work order value will be levied. Thereafter, work order will be treated as cancel. In addition, security deposit/BG will be forfeited. Post that RECPDCL will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the Empanelled agency, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.
- e) The Empanelled agency shall not refuse to accept RECPDCL work order under any pretext. The work order can be collected from RECPDCL office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order.
- f) For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, RECPDCL would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from RECPDCL to cure such default.
- g) If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify RECPDCL in writing of the fact of the delay, its likely duration and its cause(s)

Section 7: GENERAL TERMS AND CONDITIONS

1. The empanelled bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then RECPDCL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
2. RECPDCL may by written notice sent to the empanelled bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RECPDCL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. RECPDCL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
3. In the event of the bidder'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 for compliance by the new company / new division in the negotiation for their transfer.
4. All panel bidders automatically agree with RECPDCL for honoring all aspects of fair trade practices in executing the work orders placed by RECPDCL.
5. The bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed consultants at RECPDCL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of RECPDCL/User's organization and will not be put into any other use.
6. The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems
7. Intellectual Property Rights: The empanelled Bidder will indemnify RECPDCL of any infringement of third party rights be they under the Patents Act or the IPR.
8. **REC** can use this tender/order with all its terms and conditions as applicable to RECPDCL.
9. The empaneled entities are expected to provide manpower support for the ongoing/new projects. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of RECPDCL.
10. The Educational Qualifications required for the consultants to be deployed on RECPDCL assignments for each domain area is a part of the technical evaluation criteria and the same shall be adhered to while deploying them on assignments.
11. A **maximum of five bidders** would be empaneled and rate contract for providing manpower support for the indicative list of **each category** defined above. The empanelment will initially be for a period of **two years**, which can be **extended** through mutual consent for a further period of **one year**.
12. The empaneled entities shall provide desired services anywhere in India. The professionals engaged under this arrangement would be entitled for TA/DA if s/he is asked to go on tour for project work from her/his project site.
13. The deployed professionals have to use their own laptops, mobile and other necessary equipment's/instruments etc. for smooth delivery of the project and desired outcomes.
14. Evaluation of bids, empanelment and assignment of jobs shall be as defined in the **Section-4 & 5**.
15. RECPDCL reserves the right to disqualify any bids during bid evaluation process at its own discretion.
16. The bidder must fulfil the eligibility criteria/pre-qualifying conditions for evaluation of their bids. Bids of bidders fulfilling the above eligibility/pre-qualifying conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/pre-qualifying conditions given above may be summarily

- rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
17. Language of the Bid: The bid must be prepared in English language only. Further, all communication with respect to the bid including any accompanying document, must be in English language only. Clarifications sought on the Tender Document must also be in English. While the Bidders are free to submit their response in color, the text in both the original and the copies of the Bid must be black in color, font of size not less than 11.
 18. The Bidder to submit a self-certificate to accept all the terms and conditions mentioned in the **PQC-Section 3**.
 19. RECPDCL reserve the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summarily rejection of the bid.
 20. Engagement with RECPDCL does not confer any right to the agencies to be invited for participating in any bids, tender etc. floated by RECPDCL. RECPDCL reserves the right to call bids/assign work/associate the agency/agencies in any area as may be deemed fit by RECPDCL depending upon the profile provided by the agencies and requirement of assignment.
 21. RECPDCL reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
 22. Acceptance of the application(s) constitutes no form of commitment on the part of RECPDCL. Furthermore, this acceptance of the application confers neither the right nor an expectation on any application to participate in the proposed projects.
 23. RECPDCL reserve the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to the Tender.
 24. RECPDCL reserve the right to call for fresh tenders at any stage and /or time as per the present and /or envisaged RECPDCL requirements even if the tender is in evaluation stage.
 25. All terms and conditions governing prices and supply given in this tender, as applicable to RECPDCL, will be made equally applicable to RECL.
 26. RECPDCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.
 27. 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.
 28. Any default or breach in discharging obligations under this tender by the empanelled vendor while rendering services / supplies to RECPDCL, shall invite all or any actions / sanctions, as the case may be, including execution of EMD, security deposit stipulated in this tender document. The decision of RECPDCL arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any vendor/empanelled bidder to bring pressure of any kind, may disqualify the vendor/empanelled bidder for the present tender and the vendor/empanelled bidder may also be liable to be debarred from bidding for RECPDCL/REC tenders in future for a period of at least three years.
 29. **Empanelment Period:** The empanelment will initially be for a period of **two years**, which can be extended through mutual consent for a **further period of one year**.
 30. **Empanelment frequency:** The empanelment shall be revolving in nature and shall open every half yearly from date of previous empanelment as deemed fit by RECPDCL.
 31. Bidders are advised to refrain from taking any deviations on this Tender Notice. Still in case of any deviations in this Notice, all such deviations documents shall be set out by the Bidders and submit the same as a part of the Technical Bid. Please note that in case of deviations to the tender terms may be liable for rejection.

32. Bidder to submit a "No Deviation Certification" against the compliance of Technical Criteria and Terms and conditions mentioned in this Tender.
33. The Empanelled Consultancy firm shall comply with all the rules and regulations of local authorities during the performance of his field activities.
34. At later stages after opening of financial bid from successful agencies, RECPDCL reserves right to conduct reverse auction.
35. Empanelment shall be done on sole discretion of RECPDCL including the total numbers of companies to be empanelled with RECPDCL.
36. RECPDCL reserves right at its discretion to delist Empanelled agencies, who does not match with L1 rates or not interested to accept the work, etc.
37. Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid/Contract shall be summarily rejected and no correspondence on the same, shall be entertained.
38. RECPDCL will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
39. RECPDCL reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies of the grounds of such actions taken by RECPDCL and without assigning any reasons.
40. RECPDCL reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments.
41. **Disqualification**
 - i. RECPDCL shall not consider any application that is found to be incomplete in content and /or attachments and/ or authentication etc.
 - ii. Without prejudice to any other rights & remedies available to RECPDCL any applicant may be disqualified and their application dropped from consideration for any of the reasons including but not limited to those listed below.
 - If a misrepresentation/false statement is made by the applicant, at any stage, whether it is technical, Financial, document or otherwise.
 - If it is discovered at any time that the applicant is subject matter of winding up/ insolvency or other proceeding of a similar nature.
 - iii. If information becomes known which would have entitled RECPDCL to reject or disqualify the relevant applicant, even after the interested firm / applicant has been qualified, RECPDCL reserves the right to reject the application of said party / applicant at that time or at any time after such information becomes known to RECPDCL
42. **Deviation Statement:** Bidders may note that RECPDCL will not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the EOI document with all its contents.
43. The Bidder should submit a Power of Attorney authorizing the signatory of the Application to commit the Bidder.
44. **Force Majeure**
 - i. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
 - ii. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of RECPDCL either in its sovereign or contractual capacity,

wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- iii. If a Force Majeure situation arises, the empanelled Bidder will promptly notify RECPDCL in writing of such conditions and the cause thereof. Unless otherwise directed by RECPDCL in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. RECPDCL may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

45. Conflict of Interest

- i. The Consultant is required to provide professional, objective, and impartial advice, at all times holding RECPDCL's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- ii. The Consultant has an obligation to disclose to RECPDCL any situation of actual or potential conflict that impacts its capacity to serve the best interest of its RECPDCL. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by RECPDCL.
- iii. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a) Conflicting Activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by RECPDCL to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b) Conflicting Assignments: Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for REC or for another entity of the Government.

c) Conflicting Relationships

- Relationship with REC/RECPDCL's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of RECPDCL or its holding company or its subsidiaries/ affiliates who are directly or indirectly involved in any part of
 - the preparation of the Terms of Reference for the assignment,
 - the selection process for the Contract, or
 - the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to RECPDCL throughout the selection process and the execution of the Contract.

- 46. Although the above team would be based out of RECPDCL's Corporate office in Gurugram/NCR, all or any member(s) of the team may be required to travel and visit

- various States / Utilities to support RECPDCL in delivering the above scope of work. Such travel would be based on requirement identified by RECPDCL as detailed above.
47. RECPDCL reserves the right to increase/decrease the team size at the time of award of work/assignment based on requirement.
 48. RECPDCL shall review the performance of deployed team members by the consultant on a regular basis and may ask for the replacement of any team member who is found to be non-performing as per requirement of assignment. Such team member shall be replaced within 10 days of intimation from RECPDCL.
 49. RECPDCL reserves the right to disengage any team member without assigning any reason during the assignment with a notice period of 30 days based on the requirement.
 50. During the course of the assignment/contract, RECPDCL reserves the right to further increase the manpower deployed as per the emerging need. In the case of an additional resource requirement, the consultant would have to provide the additional resource at the same man-month L1 rates as quoted in their final offer for the respective position on pro-rata basis for the duration of services offered (months/days), based on the RECPDCL's approval of the start and end date and capping of maximum 50% of original order value.
 51. If any team member resigns from the services of consultant, in such case RECPDCL shall be intimated about the same at least one month prior to disengagement of the manpower. Further, such resource shall be replaced with another equally qualified team member after furnishing relevant document as per provisions of the tender document and personal interaction of the said person with the management of RECPDCL.
 52. Working hours and holidays for deployed resources shall be as applicable for RECPDCL's Corporate Office/ DISCOM/Project location. However, RECPDCL reserves the right to require the presence and services of any one or more of the resources during the said working hours/ holidays.
 53. The consultants shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, and the Consultants man-month rate shall be deemed to cover these items.
 54. Any taking of leave by consultants shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.
 55. **Manner of Execution of Contract**
 - i. RECPDCL, after the issue of the Letter of empanelment to the agency, will send one copy of the final agreement to the agency in line with terms & conditions of the tender documents.
 - ii. The Agreement, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of empanelment, at the office of RECPDCL on a date and time to be mutually agreed. The agency shall provide for signing of the Contract, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
 - iii. The Agreement will be signed in three originals and the agency shall be provided with one signed original and the rest will be retained by RECPDCL.
 56. **Arbitration and Jurisdiction**
 - i. Disputes shall be settled by through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.
 - ii. In any arbitration proceeding hereunder:
 - iii. proceedings shall be held in New Delhi, India which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties.
 - iv. English language shall be the official language for all purposes; and

- v. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India as per the Applicable Law
57. **Applicable Law:** The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

BIDDER PROFILE FORM (BOTH - ONLINE AND HARDCOPY)				
1	Name & Legal Status of the Bidder			
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)		Date of Incorporation/ Registration:	
3	GST Number:		PAN Number:	
4	Registered/ Corporate office Address of Bidder			
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)		
		2)		
		3)		
	Delhi (NCR) Office Address if any & Contact Details:			
	Names and Designations of the persons authorized for single point interaction with RECPDCL			
	Mobile Numbers of Contact persons:		E-mail of Contact persons:	
	GeM (Government e-Marketplace) Registration:	(Yes/No)	If Yes, Regd. No.:	
			Date:	
			Category:	
			Range of Supply/ Services:	
	TReDS (Trade Receivables Discounting System) Registration:	(Yes/No)	If Yes, Regd. No:	
			Date:	
			Category:	
Range of Supply/ Services:				
Whether SC/ST/OBC Entrepreneur? (Yes, No)	(Yes/No)	(If Yes, Please provide Supporting Documents)		
Whether Women Entrepreneur? (Yes/No)	(Yes/No)	(If Yes, Please provide Supporting Documents)		

Signature of Authorised Signatory of Bidder

Official Address: _____

Telephone No.: _____

BID FORM
(BOTH - ONLINE and HARDCOPY)

(To be submitted on the firm's letter head and signed by an authorized person -
Documentary proof authorizing the person by the bidder to be attached)

To

Addl. Chief Executive Officer,
REC Power Development and Consultancy Ltd.
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001.

Ref: Bid document No.

Dated:

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender documents.

If our bid is accepted, we will submit a Bank Guarantee (BG) as Security Deposit, in the form prescribed by RECPDCL as per the tender terms and conditions.

The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months.

We agree to abide by this bid for a period of One Eighty (180) Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified resources.
2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
4. We enclose herewith the complete **Section 3- Pre-Qualification Criteria Bid** as required by you.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to deliver as per these terms and conditions.
6. The bidder is a company and the person signing this document is the authorized signatory.

7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
8. A Board Resolution / Authorization letter from the Board of Directors or Power of Attorney is attached for authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.
9. An undertaking in Rs.100/- stamp paper on compliance of tender specification/Scope of work and terms and conditions is attached.

Dated ____ day of _____ 2022

Details of enclosures- Appendix of Undertaking to be provided on stamp paper

Signature of Authorised Signatory of Bidder
Official

Address: _____

Telephone No. _____
Telegraphic Address: _____
Fax No. _____

E-mail

Contact Person Name:
Contact Person Mobile No:
Contact Person email:

UNDERTAKING
(BOTH - ONLINE and HARDCOPY)

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS
Along with TERMS & CONDITIONS

(To be submitted on Rs.100 Stamp paper issued in Delhi-NCR/States where bidder's office is located duly signed by the authorized signatory duly signed by the authorized signatory of the bidder)

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

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

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

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

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

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

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

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

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project

deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

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

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

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

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

I/We hereby affirm that the products and/or Services offered by us against this RFP are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

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

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

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ REC/ RECPDCL/ Ministry of Power (GOI) PSU or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions/ 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.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

TECHNICAL BID

- a. Name of the Agency: _____
- b. Incorporated in year _____
- c. Whether any Legal Arbitration/proceeding is instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.
- d. Whether the agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act : Yes/No
- e. Agency profile (*)
 Address :
 Name of the top executive with designation :
 Telephone No :
 Mobile:
 E-mail :
 GST No :
 PAN :
 Total Office Strength:___Nos. Technical:___Nos. Administrative: ___Nos.
 No. of Permanent professionals in Power/Energy vertical: _____Nos.

- f. Bidder's Turnover (In Rs. Crores)

Turnover from	2021-22	2020-21	2019-20	2018-19	Average Turnover
Consultancy Services					

- g. Please Select and identify the category you are interested to submit the proposal as per the below mentioned table for bid consideration/evaluation:

SELECT (YES/NO)	CODE	CATEGORY	AREA of WORK		SELECT (YES/NO)
	A	Power Sector	A.1	Power Distribution - Operations Business	
			A.2	Power Distribution System/Network Studies, Planning and Project Execution	
			A.3	Power Transmission System/Network Studies, Planning and Project Execution	
			A.4	Distribution Franchisee/licensee	
			A.5	Energy Accounting and Auditing	
			A.6	Renewable Energy	
			A.7	Battery Energy Storage System	
			A.8	Regulatory Work Distribution/ Transmission/ Generation	

			A.9	Business Development, Strategy, Business/Financial Modelling	
			A.10	Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence	
	B	Digital & ICT	B.1	AMI & Smart Metering	
			B.2	Smart Grid	
			B.3	ERP	
			B.4	Digital Solutions	
			B.5	Analytics, Dashboards, AI/ML & ChatBot	
			B.6	Cloud Services	
			B.7	Cyber Security	
			B.8	RPA (Robotics Process Automation)	
			B.9	Billing System	
			B.10	Mobile-App, Web Portal & Other IT Solutions	
	C	Emerging Technologies	C.1	Green Hydrogen	
			C.2	Mini/Micro Grids	
			C.3	E-Mobility (EV Charging, Electric Vehicle)	
			C.4	Environmental, Social and Governance Practices (ESG)	
			C.5	Power Trading (exchange/PPAs)	
			C.6	Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)	
	D	Functional & Operational	D.1	Procurement and Contracts	
			D.2	Financial and accounting support	
			D.3	HR management and Training/capacity Building	
			D.4	Arbitration and Legal Support	
'YES'- Bidder has to select 'YES' against category for which the proposal is submitted for empanelment. Incase, of the bidder selected 'NO' in any Area of Work of selected category then the bid will be rejected.					

- h. Please specify two (2) successfully completed the consultancy jobs of each of value more than Rs. 50 lakhs undertaken in the all area of work under selected/interested category during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. Information may be submitted in the following format. Please attach separate sheet for each project and submit work orders & satisfactory completion certificates from the clients

CATEGORY-A- Power Sector Expert

CATEGORY CODE	CATEGORY NAME	AREA of WORK	Name of the Client with address	Year of undertaking the project (FY 2021-22, 2020-21, 2019-20 and 2018-19)	Project Name and summary (5 lines)	Project Start Date	Project Completion Date	Project Cost	Name of the Client's Contact person with
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									phon e numb er
A	Power Sector Expert	Power Distribution - Operations Business							
		Power Distribution System/Netwo rk Studies, Planning and Project Execution							
		Power Transmission System/Netwo rk Studies, Planning and Project Execution							
		Distribution Franchisee/lic ensee							
		Energy Accounting and Auditing							
		Renewable Energy							
		Battery Energy Storage System							
		Regulatory Work Distribution/ Transmission/ Generation							
		Business Development, Strategy, Business/Fina ncial Modelling							
		Stress Asset Management/ Asset Acquisition/ Resolution/ Participation/ Due Diligence							

CATEGORY-B- Digital & ICT Expert

CATEGO RY CODE	CATEGO RY NAME	AREA of WORK	Name of the Client with addre ss	Year of undertaki ng the project (FY 2021- 22, 2020- 21, 2019- 20 and 2018-19)	Project Name and summa ry (5 lines)	Proje ct Start Date	Project Completi on Date	Proje ct Cost	Name of the Client 's Conta ct perso n with phone numb er
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B	Digital & ICT Expert	AMI & Smart Metering							
		Smart Grid							
		ERP							
		Digital Solutions							
		Analytics, Dashboards, AI/ML & ChatBot							
		Cloud Services							
		Cyber Security							
		RPA (Robotics Process Automation)							
		Billing System							
		Mobile-App, Web Portal & Other IT Solutions							

CATEGORY-C- Emerging Technologies Expert

CATEGORY CODE	CATEGORY NAME	AREA of WORK	Name of the Client with address	Year of undertaking the project (FY 2021-22, 2020-21, 2019-20 and 2018-19)	Project Name and summary (5 lines)	Project Start Date	Project Completion Date	Project Cost	Name of the Client's Contact person with phone number
C	Emerging Technologies Expert	Green Hydrogen							
		Mini/Micro Grids							
		E-Mobility (EV Charging, Electric Vehicle)							
		Environmental, Social and Governance Practices (ESG)							
		Power Trading (exchange/PAs)							
		Energy Efficiency							

		and Conservation (DSM, PAT, ECBC etc.)							
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CATEGORY-D- Functional & Operational Expert

CATEGORY CODE	CATEGORY NAME	AREA of WORK	Name of the Client with address	Year of undertaking the project (FY 2021-22, 2020-21, 2019-20 and 2018-19)	Project Name and summary (5 lines)	Project Start Date	Project Completion Date	Project Cost	Name of the Client's Contact person with phone number
D	Functional & Operational Expert	Procurement and Contracts							
		Financial and accounting support							
		HR management and Training/capacity Building							
		Arbitration and Legal Support							

- i. Submission on Earnest Money Deposit (EMD) of ₹5,00,000/- (Rupees Five Lakh only):
Yes/No (If yes, pl. specify Draft No., Date, Bank, Branch details)

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

(*) If the Agency has branch offices in India, please give profile of the branch offices as per item (e) above.

Date:

Authorized Signatory:

Place:

Name: COMPANY SEAL

FINANCIAL BID (ONLINE ONLY)

Name of the Bidder (Participating for CATEGORY-A): _____

Select Category (YES or NO)	Major Key Areas for Consulting Jobs			Man-month Rate (in INR exclusive of GST)			
	CATEGORY CODE	CATEGORY NAME	AREA of WORK	Principal Consultant (Min.15 yrs of Exp.)	Sr. Consultant (Min.10yrs of Exp.)	Consultant (Min. 5yrs of Exp.)	Jr. Consultant (Min.3 yrs of Exp.)
				A	B	C	D
(YES/ NO)	A	Power Sector Expert	Power Distribution - Operations Business	A=B+B* 10%	Bidder has to quote the man-month rate only for Senior Consultant	C=B-(B*10 %)	D=C-(C*10 %)
			Power Distribution System/Network Studies, Planning and Project Execution				
			Power Transmission System/Network Studies, Planning and Project Execution				
			Distribution Franchisee/licensee				
			Energy Accounting and Auditing				
			Renewable Energy				
			Battery Energy Storage System				
			Regulatory Work Distribution/ Transmission/ Generation				
			Business Development, Strategy, Business/Financial Modelling				
			Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence				
TOTAL Man-Month Rate (in INR exclusive of GST)							
GRAND TOTAL Man-Month Rate of all four (4) consultant professionals for all Area of work under CATEGORY-A (Power Sector) and the same rate will be considered for Evaluation of Financial bid (in INR exclusive of GST) i.e., (A+B+C+D)							

Note:- The quoted/derived rate for resource is applicable for all Area of Work

Name of the Bidder (Participating for CATEGORY-B): _____

Select Category (YES or NO)	Major Key Areas for Consulting Jobs			Man-month Rate (in INR exclusive of GST)			
	CATEGORY CODE	CATEGORY NAME	AREA of WORK	Principal Consultant (Min.15yrs of Exp.)	Sr. Consultant (Min.10 yrs of Exp.)	Consultant (Min. 5yrs of Exp.)	Jr. Consultant (Min.3 yrs of Exp.)
				A	B	C	D
(YES/NO)	B	Digital & ICT Expert	AMI & Smart Metering	A=B+B*10 %	Bidder has to quote the man-month rate only for Senior Consultant	C=B-(B*10 %)	D=C-(C*10 %)
			Smart Grid				
			ERP				
			Digital Solutions				
			Analytics, Dashboards, AI/ML & ChatBot				
			Cloud Services				
			Cyber Security				
			RPA (Robotics Process Automation)				
			Billing System				
			Mobile-App, Web Portal & Other IT Solutions				
TOTAL Man-Month Rate (in INR exclusive of GST)							
GRAND TOTAL Man-Month Rate of all four (4) consultant professionals for all Area of work under CATEGORY-B (Digital & ICT Expert) and the same rate will be considered for Evaluation of Financial bid (in INR exclusive of GST) i.e., (A+B+C+D)							

Note:- The quoted/derived rate for resource is applicable for all Area of Work

Name of the Bidder (Participating for CATEGORY-C): _____

Select Category (YES or NO)	Major Key Areas for Consulting Jobs			Man-month Rate (in INR exclusive of GST)			
	CATEGORY CODE	CATEGORY NAME	AREA of WORK	Principal Consultant (Min.15yrs of Exp.)	Sr. Consultant (Min.10 yrs of Exp.)	Consultant (Min. 5yrs of Exp.)	Jr. Consultant (Min.3 yrs of Exp.)
				A	B	C	D
(YES/NO)	C	Emerging Technolo	Green Hydrogen	$A=B+B*10\%$	<i>Bidder has to quote the man-month</i>	$C=B-(B*10\%)$	$D=C-(C*10\%)$
			Mini/Micro Grids				
			E-Mobility (EV Charging, Electric Vehicle)				

		gies Expert	Environmental, Social and Governance Practices (ESG)		<i>rate only for Senior Consultant</i>		
			Power Trading (exchange/PPAs)				
			Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)				
TOTAL Man-Month Rate (in INR exclusive of GST)							
GRAND TOTAL Man-Month Rate of all four (4) consultant professionals for all Area of work under for CATEGORY-C (Emerging Technologies Expert) and the same rate will be considered for Evaluation of Financial bid (in INR exclusive of GST) i.e., (A+B+C+D)							

Note:- The quoted/derived rate for resource is applicable for all Area of Work

Name of the Bidder (Participating for CATEGORY-D): _____

Select Category (YES or NO)	Major Key Areas for Consulting Jobs			Man-month Rate (in INR exclusive of GST)			
	CATEGORY CODE	CATEGORY NAME	AREA of WORK	Principal Consultant (Min.15yrs of Exp.)	Sr. Consultant (Min.10 yrs of Exp.)	Consultant (Min. 5yrs of Exp.)	Jr. Consultant (Min.3 yrs of Exp.)
				A	B	C	D
(YES/NO)	D	Functional & Operational Expert	Procurement and Contracts	A=B+B*10 %	Bidder has to quote the man-month rate only for Senior Consultant	C=B-(B*10 %)	D=C-(C*10 %)
			Financial and accounting support				
			HR management and Training/capacity Building				
			Arbitration and Legal Support				
TOTAL Man-Month Rate (in INR exclusive of GST)							
GRAND TOTAL Man-Month Rate of all four (4) consultant professionals for all Area of work under for CATEGORY-D (Functional & Operational Expert) and the same rate will be considered for Evaluation of Financial bid (in INR exclusive of GST) i.e., (A+B+C+D)							

Note:- The quoted/derived rate for resource is applicable for all Area of Work

- Bidder has to quote the man-month rate for Sr. Consultant (Min. 10+ year exp.) of selected category only. However, the man month rate for Principal Consultant (Min. 15+ year exp.) will be derived by adding 10% of the man-month rate quoted for Sr. Consultant and the man month rate for Consultant (Min. 5yrs of Exp.) will be derived 10% lesser of the man-month rate quoted for Sr. Consultant, and the man month rate for Jr. Consultant (Min.3yrs of Exp.) will be derived 10% lesser of the arrived man-month rate for Consultant.

Illustration:

<i>TOTAL Man-Month Rate of Sr. Consultant professional for all Area of work under CATEGORY-A/B/C/D for Evaluation of Financial bid purpose only (in INR exclusive of GST)</i>	Man-month Rate (in INR exclusive of GST) for Sr. Consultant (Min.10yrs of Exp.)
	1,00,000/-
Derived Man-Month Rate of Principal Consultant will be 10% higher of man-month rate quoted for Sr. Consultant	1,10,000/- (1,00,000+(1,00,000*10%))
Derived Man-Month Rate of Consultant will be 10% lesser of man-month rate quoted for Sr. Consultant	90,000/- (1,00,000-(1,00,000*10%))
Derived Man-Month Rate of Jr. Consultant will be 10% lesser of arrived man-month rate of Consultant	81,000/- (90,000-(90,000*10%))

Note:

1. GRAND TOTAL Man-Month Rate of all four (4) consultant professionals in each category quoted by bidder shall be considered for financial bid evaluation and will have no impact on the L1 man month rates.
2. Man-Month rate for a Calendar Month ie., 30 days. Accordingly, man-day rates shall be calculated on pro-rate basis.
3. As this is a rate contract, RECPDCL will place a separate work order with detailed area of work, no. of resource deployment, Man-day (or) Man-month, qty., work order value, PBG, timeline of the work/assignment, terms & conditions, etc., will be issued to empanelled agencies based on category of work i.e., PART -I – PMA & PIA Projects and PART -II – In-house Assignments.
4. During the course of the Contract, RECPDCL reserves the right to increase / decrease the person-days/ person-months/ number of the Experts/Consultants to be deployed under the Contract as per the emerging need or require additional Experts/Consultants to be deployed in areas of work.
5. The resources to be deployed at the above levels should be the bidder's employees and respectively they should have educational qualifications and experience as per **Annexure-VII : Educational Qualification**. RECPDCL may call for this information for a professional before her/his deployment.
6. **Bidders has to quote the man-month rate for Senior Consultant level and the man-month rate for other resources (Principal Consultant, Consultant and Junior Consultant) shall be calculated based on above ILLUSTRATION for the selected/interested category and area of work & experience by selecting "YES" in the First Column- "Select Category" to quote the price, by default "NO" in the "Select Category" Column mean "NILL" field. The rates quoted should be as per industry standards for the prescribed experience. For any of the resource levels, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected and EMD forfeited.**
7. **The bidder has to quote the man-month rate only for the eligible category in the financial bid sheet and the rate quoted for the other categories for which bidder is disqualified/not-eligible shall not be considered for financial evaluation.**
8. The finalized L1 man-month rates shall be valid till the empanelment/contract period (including if any extensions).
9. The empanelled agencies will provide service all over India. If a resource has to undertake a tour in the interest of the RECPDCL project with the prior approval of the RECPDCL competent authority, the TA/DA as per REC/RECPDCL rates will be applicable. TA/DA for Principal Consultant with Min. 15 yrs exp. (as applicable to the E7 Grade), for Senior Consultant with Min. 10 yrs exp. (E-5 Grade), for Consultant with Min. 5 yrs exp. (E-5 Grade) and for Junior Consultant with Min. 3 yrs exp. (E2 Grade) in RECPDCL respectively will be re-imbursed on production of original documents.

10. GST, as applicable, will be paid extra as notified by Govt. of India time to time.
11. Each Job assignment will be done at the cost finalized and approved by competent Authority of RECPDCL.
12. All Qualified agencies must match the lowest unit rates quoted by the L1 bidder. If none of the bidders other than L1 bidder agrees to match the L1 rates, there shall be only one agency (L1 bidder) as empaneled in the particular category.

Authorized Signatory

Name:

Date:

Place:

COMPANY SEAL

Educational Qualifications and Experience of Various Positions

Select Category (YES or NO)	Major Key Areas for Consulting Jobs			Min. Educational Qualification and Min. Work Experience			
	CATEGORY CODE	CATEGORY NAME	AREA of WORK	Principal Consultant	Sr. Consultant	Consultant	Jr. Consultant
(YES/NO)	A	Power Sector Expert	Power Distribution - Operations Business	B.Tech/B.E. and 15+ Years of Work experience	B.Tech/B.E. and 10+ Years of Work experience	B.Tech/B.E. and 5+ Years of Work experience	B.Tech/B.E. and 3+ Years of Work experience
			Power Distribution System/Network Studies, Planning and Project Execution				
			Power Transmission System/Network Studies, Planning and Project Execution				
			Distribution Franchisee/licensee				
			Energy Accounting and Auditing				
			Renewable Energy				
			Battery Energy Storage System				
			Regulatory Work Distribution/ Transmission/ Generation				
			Business Development, Strategy, Business/Financial Modelling	B.Tech/B.E. + MBA/ CA and 15+ Years of Work experience	B.Tech/B.E. + MBA/ CA and 10+ Years of Work experience	B.Tech/B.E. + MBA/ CA and 5+ Years of Work experience	B.Tech/B.E. + MBA/ CA and 3+ Years of Work experience
			Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence				
(YES/NO)	B	Digital & ICT Expert	AMI & Smart Metering	B.Tech/B.E. and 15+ Years of Work experience	B.Tech/B.E. and 15+ Years of Work experience	B.Tech/B.E. and 15+ Years of Work experience	B.Tech/B.E. and 15+ Years of Work experience
			Smart Grid				
			ERP				
			Digital Solutions				
			Analytics, Dashboards, AI/ML & ChatBot				
			Cloud Services				
			Cyber Security				
			RPA (Robotics Process Automation)				
			Billing System				
			Mobile-App, Web Portal & Other IT Solutions				
(YES/NO)	C	Emerging Technologies Expert	Green Hydrogen	B.Tech/B.E./MBA and 15+ Years of	B.Tech/B.E./MBA and 10+	B.Tech/B.E./MBA and 5+ Years of	B.Tech/B.E./MBA and 3+ Years of
			Mini/Micro Grids				
			E-Mobility (EV Charging, Electric Vehicle)				

			Environmental, Social and Governance Practices (ESG)	Work experience	Years of Work experience	Work experience	Work experience
			Power Trading (exchange/PPAs)				
			Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)				
(YES/NO)	D	Functional & Operational Expert	Procurement and Contracts	B.Tech/B.E. and 15+ Years of Work experience	B.Tech/B.E. and 10+ Years of Work experience	B.Tech/B.E. and 5+ Years of Work experience	B.Tech/B.E. and 3+ Years of Work experience
			Financial and accounting support	MBA, CFA or CA and 15+ Years of Work experience	MBA, CFA or CA and 10+ Years of Work experience	MBA, CFA or CA and 5+ Years of Work experience	MBA, CFA or CA and 3+ Years of Work experience
			HR management and Training/capacity Building	MBA – HR and 15+ Years of Work experience	MBA – HR and 10+ Years of Work experience	MBA – HR and 5+ Years of Work experience	MBA – HR and 3+ Years of Work experience
			Arbitration and Legal Support	LL.B/LL.M and 15+ Years of Work experience	LL.B/LL.M and 10+ Years of Work experience	LL.B/LL.M and 5+ Years of Work experience	LL.B/LL.M and 3+ Years of Work experience

Work Profile for above Category

CODE	CATEGORY	AREA of WORK		INDICATIVE WORK DESCRIPTION
A	Power Sector	A.1	Power Distribution - Operations Business	Policy & Regulatory Assistance, Revenue Enhancement & Analytics Advisory with Performance Monitoring, Project Management Activities, Consumer Engagement, Material Quality etc.
		A.2	Power Distribution System/Network Studies, Planning and Project Execution	System studies, Load flow analysis, network planning and engineering, DPR Preparation, asset management, Material Quality, QA/QC, Project Execution etc.
		A.3	Power Transmission System/Network Studies, Planning	System studies, Load flow analysis, network planning and engineering, DPR Preparation, asset management, Material Quality, QA/QC, Project Execution etc.

			and Project Execution	
		A.4	Distribution Franchisee/licensee	Bid Advisory/Due Diligence/ Business Modeling etc.
		A.5	Energy Accounting and Auditing	Energy Accounting practices with power distribution utilities at different level: Feeder, DT, Consumer
		A.6	Renewable Energy	Roof top, Solar Parks, Floating solar, Wind, Round the Clock Power (RTC), other RE Interventions, etc.
		A.7	Battery Energy Storage System (BESS)	Implemented or provided advisory services for Off Grid and Grid Connected Battery Energy Storage System with power sector utilities.
		A.8	Regulatory Work Distribution/ Transmission/ Generation	Worked with PSU/Govt. Institution on Power Sector Regulatory matter and different schemes.
		A.9	Business Development, Strategy, Business/Financial Modelling	Developed successful Financial models, strategy and explored new business in power sector.
		A.10	Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence	Stresses Assets, Resolution and Due Diligence, etc.
B	Digital & ICT	B.1	AMI & Smart Metering	Smart Metering & Quality Monitoring Expert <ul style="list-style-type: none"> • Head End System (HES) • Meter Data Management (MDM) • Communication System Expert for various applications (including Wired & Wireless System) • Testing/User Acceptance Testing (UAT) • Solution Architect • AMI Solution Design (Advanced Metering Infrastructure) • Smart Metering Rollout • Monitoring Field Devices
		B.2	Smart Grid	<ul style="list-style-type: none"> • Supervisory Control and Data Acquisition (SCADA) Expert • Communication System Expert for various applications (including Wired & Wireless System) • Wide Area Measurement System (WAMS) • Synchro Phasor Measurement System Expert • Digital Substation • Gas Insulated Substation (GIS) • Distribution Automation (DA) &

				<p>Distribution Management System (DMS) Expert</p> <ul style="list-style-type: none"> • High-voltage, direct current (HVDC) • Advanced Distribution Management System (ADMS) Expert • Demand Side Management • Demand Response System • Outage Management System (OMS) Expert • Power Quality Management System (PQM) Expert • IT & OT in Utilities Expert • Substation Automation & Control Expert • Experts in Smart Home, Smart Micro Grid, Smart Inverters • Distribution Monitoring System Expert • Drone Technology Expert for monitoring & Inspection • Real Time Data Acquisition System (RT-DAS)
		B.3	ERP	Enterprise Resource Planning (ERP) Designing, implementation & monitoring of below various Modules in SAP(Material Management (MM), workforce authorization management (WAM), Financial Accounting and Controlling (FICO), Sales and Distribution (SD), Process Integration (PI), Human Capital Management (HCM), Human Resource (HR), Advanced Business Application Programming (ABAP), etc., and similarly other OEM related ERP software applications.
		B.4	Digital Solutions	Digital Solutions (e-file/digitization of office/Any other Digital transformation technologies, etc.); Geographical Information System (GIS) Expert; Integration/Middleware expert; Customer Relationship Management System (CRM) Expert;
		B.5	Analytics, Dashboards, AI/ML & ChatBot	MIS; Data Analytics; Artificial Intelligence, Machine Learning & Robotics; BI Expert including reporting & Data Mining Block Chain Technology Expert; Big Data & Data Warehouse
		B.6	Cloud Services	Cloud Expert including sizing & performance monitoring
		B.7	Cyber Security	Cyber security & Audit, Policy, Implementation, Review, Assessment and any other IT Security related activities

		B.8	RPA (Robotics Process Automation)	RPA (Robotics Process Automation)
		B.9	Billing System	Unified billing solution designing & implementation
		B.10	Mobile-App, Web Portal & Other IT Solutions	Mobile Application & Web Designing & Development Expert
C	Emerging Technologies	C.1	Green Hydrogen	Assignments awarded by power Generation, transmission, distribution, trading utilities, other power sector related organizations or any requirement of RECPDCL/RECL.
		C.2	Mini/Micro Grids	
		C.3	E-Mobility (EV Charging, Electric Vehicle)	
		C.4	Environmental, Social and Governance Practices (ESG)	
		C.5	Power Trading-PPAs, exchange, etc.	
		C.6	Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)	
D	Functional & Operational	D.1	Procurement and Contracts	
		D.2	Financial and accounting support	
		D.3	HR management and Training/capacity Building	
		D.4	Arbitration and Legal Support	

CVs OF ALL PROPOSED TEAM MEMBERS

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

Name of Staff:

Nationality:

Date of Birth:

Name of the Firm:

Position in the Firm:

Jobs Handled:

Years of Service with Firm:

Membership in Professional Societies:

Detailed Tasks Assigned

Professional Qualifications:

[Give an outline of staff member's experience relevant to the role]

Education:

[Summarize college/university and other specialized education of staff member]

Employment Record:

[Give types of activities performed and client details]

Languages:

[For each language indicate proficiency, excellent, good, fair, or poor in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data

Correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Firm]

Day/Month/Year

Full Name of staff member :

Full name of authorized representation :

Technical Evaluation

1. There will be three (3) bid-opening events

- Opening of Cover-1 -EMD and
- Opening of Cover-2 & Cover-3- Eligibility/Pre-qualification Criteria & Technical Bid
- Opening of Financial bid (Only through Online mode)

a) Pre-Qualification in each category**Major Pre-Qualifying Criteria clause-**

- i) Only bidders who satisfy all the conditions of the eligibility criteria (COVER-2) as per Section 3: PRE-QUALIFYING CRITERIA completely will be considered for further technical evaluation.

b) Technical Evaluation in each category

- i) COVER-3-“Technical bid” will be opened only for Bidders who succeeds/meets the Pre-qualification criteria.
- ii) The qualified bidders in Pre-qualification criteria will be advised to make a presentation (in power point) duration of approximately 30 minutes including Q&A to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. These bidders will be given minimum 3 days of notice for this presentation. This presentation will include a strategy suggestion outlining the requirement as per Scope of Work.
- iii) The bidders' presentation and technical bid documents will be evaluated as per the requirements specified in the technical evaluation framework.
- iv) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. **Minimum of 70 marks must be secured by bidder to qualify and minimum 50% of marks in each evaluation criteria must be secured by bidder to qualify** in the technical evaluation framework. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- v) Only the bidders who get an **aggregate Technical score of 70 marks or more** and meeting **minimum 50% of marks in each evaluation criteria** shall be deemed qualified and financial bids of those technically qualified bidders will be opened. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

i) Technical evaluation framework:**A. Technical bid evaluation for the CATEGORY-A - Power Sector Expert**

S.No.	Evaluation Criteria	Max . Marks (any one)	Documents to be submitted by the bidder
1.	Number of years of Consulting firm's operations in India	4	Evaluation based on submission of documents/proofs
	5+ years to 7 years	2	
	7+ years to 9 years	3	Submit the relevant documentation in

	9+ years	4	Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]		
2.	Average Turnover from Consulting Services in India in last three financial years	4	Evaluation based on submission of documents/proofs A certificate clearly specifying the segment-wise turnover. Audited balance sheet and Profit & loss statement for last 3 financial years 2018-19, 2019-20 and 2020-21 Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]		
	INR 400+ crores to INR 500 crores	2			
	INR 500+ crore to INR 600 crores	3			
	INR 600+ crore	4			
3.	Number of completed consultancy works for area of works under category-A of value more than Rs. 50 lakhs during last three financial years.	10	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]		
	5 Consultancy Service works	5			
	6 Consultancy Service works	6			
	7 Consultancy Service works	7			
	8 Consultancy Service works	8			
	9 Consultancy Service works	9			
	10 Consultancy Service works	10			
4.	Number of projects handled in the below area of works. Each project will carry 1 mark		20		
	CATEGORY CODE	CATEGORY NAME	AREA of WORK	Max. Marks	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	A	Power Sector Expert	Power Distribution - Operations Business	2	
			Power Distribution System/Network Studies, Planning and Project Execution	2	

			Power Transmission System/Network Studies, Planning and Project Execution	2				
			Distribution Franchisee/licensee	2				
			Energy Accounting and Auditing	2				
			Renewable Energy	2				
			Battery Energy Storage System	2				
			Regulatory Work Distribution/ Transmission/ Generation	2				
			Business Development, Strategy, Business/Financial Modelling	2				
			Stress Asset Management/Asset Acquisition/ Resolution/ Participation/ Due Diligence	2				
5.	Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table:				40	Evaluation based on submission of undertaking and enclosed list of employee must be duly signed and stamped by the authorized signatory of the firm, for its consideration in technical evaluation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]		
	Major Key Areas for Consulting Jobs		No. of Permanent Resource available on Bidder's roll					
	CAT EGO RY COD E	CATE GOR Y NAM E	AREA of WORK	Princi pal Consu ltant (Max. Marks)	Sr. Con sult ant (Ma x. Mar ks)		Con sult ant (Ma x. Mar ks)	Jr. Consu ltant (Max. Marks)
	A	Power Sect or Expe rt	Power Distribution - Operations Business	1	1		1	1
			Power Distribution System/Network Studies, Planning and Project Execution	1	1		1	1
			Power Transmission System/Network Studies, Planning and Project Execution	1	1		1	1
			Distribution Franchisee/ licensee	1	1		1	1
			Energy Accounting	1	1		1	1

			and Auditing					
			Renewable Energy	1	1	1	1	
			Battery Energy Storage System	1	1	1	1	
			Regulatory Work Distribution / Transmission/ Generation	1	1	1	1	
			Business Development, Strategy, Business/Financial Modelling	1	1	1	1	
			Stress Asset Management/Asset Acquisition/Resolution/Participation/ Due Diligence	1	1	1	1	
6.	Certifications						2	Evaluation based on submission of Valid Documentary proof. [Certification under process or expired will not be considered for evaluation] [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	ISO Certification or equivalent						1	
	CMMI Level 5						1	
7.	Approach and Methodology- Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.						20	Evaluation based on submission of Documentary proof of candidate profile and Presentation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	Detailed understanding of the context, requirements, approach and methodology to be adopted in providing the resources, commitment of no. of days for providing resources, replacement process, reliability, assurance, confidentiality, coordination with DISCOMs/clients and deliverables						10	
	Presentation/Interview of key team member (Single point of contact) under selected category.						10	
Total Marks							100	
Qualifying Marks							70	

B. Technical bid evaluation for the CATEGORY-B - Digital & ICT Expert

S.No.	Evaluation Criteria			Max. Marks	Marks obtained
1.	Number of years of Consulting firm's operations in India			4	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	5+ years to 7 years			2	
	7+ years to 9 years			3	
	9+ years			4	
2.	Average Turnover from Consulting Services in India in last three financial years			4	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	INR 400+ crores to INR 500 crores			2	
	INR 500+ crore to INR 600 crores			3	
	INR 600+ crore			4	
3.	Number of completed consultancy works for area of works under category-B of value more than Rs. 50 lakhs in last three years.			10	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	5 Consultancy Service works			5	
	6 Consultancy Service works			6	
	7 Consultancy Service works			7	
	8 Consultancy Service works			8	
	9 Consultancy Service works			9	
	10 Consultancy Service works			10	
4.	Number of projects handled in the below area of works. Each project will carry 1 mark			20	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	CA TE GO RY CO DE	CATE GORY NAME	AREA of WORK	Max. Mark s	
	B	Digital & ICT Expert	AMI & Smart Metering	2	
			Smart Grid	2	
			ERP	2	
			Digital Solutions	2	
			Analytics, Dashboards, AI/ML & ChatBot	2	
			Cloud Services	2	
			Cyber Security	2	
			RPA (Robotics Process Automation)	2	
			Billing System	2	

			Mobile-App, Web Portal & Other IT Solutions		2				
5.	Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table:				40	Evaluation based on submission of undertaking and enclosed list of employee must be duly signed and stamped by the authorized signatory of the firm, for its consideration in technical evaluation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]			
	Major Key Areas for Consulting Jobs			No. of Permanent Resource available on Bidder's roll					
	CAT EG OR Y CO DE	CATE GORY NAME	AREA of WORK	Princi pal Cons ultant (Max. Marks)			Sr. Consu ltant (Max. Marks)	Co nsu lta nt (M ax. Ma rks)	Jr. Con sult ant (Ma x. Mar ks)
	B	Digita l & ICT Exper t	AMI & Smart Metering	1			1	1	1
			Smart Grid	1			1	1	1
			ERP	1			1	1	1
			Digital Solutions	1			1	1	1
			Analytics, Dashboards , AI/ML & ChatBot	1			1	1	1
			Cloud Services	1			1	1	1
			Cyber Security	1			1	1	1
			RPA (Robotics Process Automation)	1			1	1	1
Billing System			1	1	1	1			
Mobile-App, Web Portal & Other IT Solutions			1	1	1	1			
6. Certifications					2	Evaluation based on submission of Valid Documentary proof. [Certification under process or expired will not be considered for evaluation] [Minimum 50% of			
ISO Certification or equivalent					1				
CMMI Level 5					1				

			marks must be secured by the bidder in each evaluation criteria]
7.	Approach and Methodology- Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.	20	Evaluation based on submission of Documentary proof of candidate profile and Presentation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	Detailed understanding of the context, requirements, approach and methodology to be adopted for delivering the scope	10	
	Presentation/Interview of key team member (Single point of contact) under selected category.	10	
Total Marks		100	
Qualifying Marks		70	

C. Technical bid evaluation for the CATEGORY-C - Emerging Technologies Expert

S. No	Evaluation Criteria	Max. Marks	Marks obtained
1.	Number of years of Consulting firm's operations in India	5	Evaluation based on submission of documents/proofs
	3+ years	3	
	4+ years	4	Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	5+ years	5	
2.	Turnover from Consulting Services in India in each of the last three years	5	Evaluation based on submission of documents/proofs
	Rs. 250+ crore	3	
	Rs. 350+ crore	4	Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	Rs. 450+ crore	5	
3.	Number of completed consultancy works for area of works under category-C of value more than Rs. 50 lakhs in last three years.	30	Evaluation based on submission of documents/proofs
	5 Consultancy Service works	20	
	6 Consultancy Service works	22	Submit the relevant documentation in Technical bid.
	7 Consultancy Service works	24	
	8 Consultancy Service works	26	
	9 Consultancy Service works	28	
	10 projects	30	[Minimum 50% of marks must be secured by the bidder in each evaluation criteria]

	Number of projects handled in the below area of works. Each project will carry 1 mark					12			
4.	CA TE GO RY CO DE	CATEG ORY NAME	AREA of WORK				Max. Mark s	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]	
	C	Emergi ng Techno logies Expert	Green Hydrogen				2		
			Mini/Micro Grids				2		
			E-Mobility (EV Charging, Electric Vehicle)				2		
			Environmental, Social and Governance Practices (ESG)				2		
			Power Trading (exchange/PPAs)				2		
			Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)				2		
5.	Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table:					24	Evaluation based on submission of undertaking and enclosed list of employee must be duly signed and stamped by the authorized signatory of the firm, for its consideration in technical evaluation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]		
	Major Key Areas for Consulting Jobs		No. of Permanent Resource available on Bidder's roll						
	CA TE GO RY CO DE	CATEG ORY NAME	AREA of WORK	Pri nci pal Co nsu lta nt (M ax. Ma rks)	Sr. Con sult ant (Ma x. Mar ks)	Co nsu lta nt (M ax. Ma rks)		Jr. Con sult ant (Ma x. Mar ks)	
C	Emerg ing Techn ologies Expert	Green Hydroge n		1	1	1		1	
		Mini/Mic ro Grids		1	1	1		1	
		E- Mobility (EV Chargin g, Electric Vehicle)		1	1	1		1	
		Environ mental, Social and		1	1	1		1	

			Governance Practices (ESG)							
			Power Trading (exchange/PPAs)	1	1	1	1			
			Energy Efficiency and Conservation (DSM, PAT, ECBC etc.)	1	1	1	1			
6.	Certifications								4	Evaluation based on submission of Valid Documentary proof. [Certification under process or expired will not be considered for evaluation] [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	ISO Certification or equivalent								2	
	CMMI Level 5								2	
7.	Approach and Methodology- Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.								20	Evaluation based on submission of Documentary proof of candidate profile and Presentation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	Detailed understanding of the context, requirements, approach and methodology to be adopted for delivering the scope								10	
	Presentation/Interview of key team member (Single point of contact) under selected category.								10	
Total Marks								100		
Qualifying Marks								70		

D. Technical bid evaluation for the CATEGORY-D - Functional & Operational Expert

S.No.	Evaluation Criteria	Max. Marks	Marks obtained
1.	Number of years of Consulting firm's operations in India	10	Evaluation based on submission of documents/proofs
	5+ years to 7 years	6	
	7+ years to 9 years	8	
	9+ years	10	Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be

									secured by the bidder in each evaluation criteria]
2.	Average Turnover from Consulting Services in India in last three financial years							10	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	INR 400+ crores to INR 500 crores							6	
	INR 500+ crore to INR 600 crores							8	
	INR 600+ crore							10	
3.	Number of completed consultancy works for area of works under category-D of value more than Rs. 50 lakhs in last three years.							30	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	5 Consultancy Service works							20	
	6 Consultancy Service works							22	
	7 Consultancy Service works							24	
	8 Consultancy Service works							26	
	9 Consultancy Service works							28	
	10 Consultancy Service works							30	
4.	Number of projects handled in the below area of works. Each project will carry 1 mark							8	Evaluation based on submission of documents/proofs Submit the relevant documentation in Technical bid. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	CA TE GO RY CO DE	CATEG ORY NAME	AREA of WORK				Max. Mark s		
	D	Functi onal & Operat ional Expert	Procurement and Contracts				2		
			Financial and accounting support				2		
			HR management and Training/capacity Building				2		
			Arbitration and Legal Support				2		
5.	Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table:							16	Evaluation based on submission of undertaking and enclosed list of employee must be duly signed and stamped by the authorized signatory of the firm, for its consideration in technical evaluation. [Minimum 50% of marks must be
	Major Key Areas for Consulting Jobs			No. of Permanent Resource available on Bidder's roll					
	CA TE GO RY	CATE GORY NAME	AREA of WORK	Princi pal Cons ultant	Sr. Co nsu ltant	Co nsu ltant (M ax.	Jr. Co nsu ltant		

	CO DE		(Max. Marks)	(M ax. Ma rks)	Ma rks)	(M ax . Ma rk s)		secured by the bidder in each evaluation criteria]
		Functi onal & Opera tional Expert	Procurement and Contracts	1	1	1	1	
			Financial and accounting support	1	1	1	1	
			HR management and Training/capacity Building	1	1	1	1	
			Arbitration and Legal Support	1	1	1	1	
6.	Certifications						6	Evaluation based on submission of Valid Documentary proof. [Certification under process or expired will not be considered for evaluation] [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	ISO Certification or equivalent						3	
	CMMI Level 5						3	
7.	Approach and Methodology- Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.						20	Evaluation based on submission of Documentary proof of candidate profile and Presentation. [Minimum 50% of marks must be secured by the bidder in each evaluation criteria]
	Detailed understanding of the context, requirements, approach and methodology to be adopted for delivering the scope						10	
	Presentation/Interview of key team member (Single point of contact) under selected category.						10	
Total Marks							100	
Qualifying Marks							70	

Note: All the relevant documents required for the technical scoring should be placed in the technical bid.

Illustration of Technical evaluation in each category:

- i. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. **Minimum of 70 marks must be secured by bidder to qualify and minimum 50% of marks in each evaluation criteria must be secured by bidder to qualify** in the technical evaluation framework. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- ii. Only the bidders who get an **aggregate Technical score of 70 marks or more** and meeting **minimum 50% of marks in each evaluation criteria** shall be deemed qualified and financial bids of those technically qualified bidders will be opened. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- iii. RECPDCL reserves the right to increase or decrease the qualifying marks for technical evaluation in case of greater competition or most of the applying agencies receiving less than the stipulated marks for the purpose.

Illustration:

Category	Bidder	Total Marks/ Technical Score	Is the bidder meets minimum 50% of marks in each evaluation criteria	Status
A-Power Sector	Bidder1	90	YES	Qualified
	Bidder2	80	YES	Qualified
	Bidder3	70	YES	Qualified
	Bidder4	69	YES	Not Qualified
	Bidder5	75	NO	Not Qualified
	Bidder6	85	NO	Not Qualified

Category	Bidder	Total Marks/ Technical Score	Is the bidder meets minimum 50% of marks in each evaluation criteria	Status
B-Digital & ICT	Bidder1	90	YES	Qualified
	Bidder2	80	YES	Qualified
	Bidder3	70	YES	Qualified
	Bidder4	69	YES	Not Qualified
	Bidder5	75	NO	Not Qualified
	Bidder6	85	NO	Not Qualified

Category	Bidder	Total Marks/ Technical Score	Is the bidder meets minimum 50% of marks in each evaluation criteria	Status
C-Emerging Technologies	Bidder1	90	YES	Qualified
	Bidder2	80	YES	Qualified
	Bidder3	70	YES	Qualified
	Bidder4	69	YES	Not Qualified
	Bidder5	75	NO	Not Qualified
	Bidder6	85	NO	Not Qualified

Category	Bidder	Total Marks/ Technical Score	Is the bidder meets minimum 50% of marks in each evaluation criteria	Status
D-Functional & Operational	Bidder1	90	YES	Qualified
	Bidder2	80	YES	Qualified
	Bidder3	70	YES	Qualified
	Bidder4	69	YES	Not Qualified
	Bidder5	75	NO	Not Qualified
	Bidder6	85	NO	Not Qualified

c) Financial Evaluation in each category

- i. All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- ii. The Financial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at discretion of RECPDCL.
- iii. The bid price will exclusive of taxes and shall be in Indian Rupees and mentioned separately. Taxes will be paid/reimbursed as per norms of Govt. of India.
- iv. Any conditional bid would be rejected.
- v. RECPDCL reserves the right to disqualify those bids where Price not quoted for professionals under selected category and the quoted rates are extremely low and are seriously deviating from prevalent market trend.
- vi. The financial offers of the technically qualified bidders shall be evaluated and the lowest individual/Professional unit rate quoted for of all four (4)-resource levels in particular area of work under each category would be declared the L1 rate.
- vii. When deemed necessary, Negotiations will be conducted with the (L1) bidder in each category for further reduction in bid price as per discretion of RECPDCL.
- viii. If there are more than 05 technically qualified bidders in each category, their financial bid shall be evaluated and sorted in numerical ascending order of their financial offers - L1, L2, L3 etc., i.e., L1 being the lowest bid offer for particular category and then others in increasing order. In case of a tie in the financial rates quoted by the bidders, the bidder with higher technical evaluation score would be moved up in the order.
- ix. On discovery of lowest individual/Professional unit (L1) rate for Category 1, Category 2, Category 3 and Category 4, Bidder quoting L1 rate will be empaneled automatically for that particular Category till the empanelment/contract period.
- x. Bidders quoting L2, L3, L4, etc., prices will be offered to match L1 rates and on receiving their willingness to match L1 rates and request for empanelment, Bidders will be empaneled till the empanelment/contract period.
- xi. Total number of empaneled vendors shall not be more than 5 (five) for each category and bidders quoting L2, L3, L4, L5, will be offered to match L1 Prices. In the event anybody amongst (L2, L3, L4, L5) vendors are willing to be empaneled, next bidder (L6, L7, L8, etc) will be requested to match the price.
- xii. If there are 05 (five) or less technically qualified bidders in a particular category, then all the bidders shall be allowed to match the L1 rates.
- xiii. All bidders wishing to be empaneled by matching with L1 prices are required to submit their willingness in writing within 3 working days of discovery of L1 rates.
- xiv. RECPDCL shall issue a 'Letter of Empanelment and Rate Contract' for each category to the Bidder quoting L1 prices and all other bidders agreed to match L1 rates shall be eligible for empanelment and rate contract and declared as Successful Bidders. However, the total no. of agencies for empanelment and rate contract shall not exceed 05 in each category.

Illustration:

Category	Bidder	Financial Bid- GRAND TOTAL Man-Month Rate of all four (4) consultant professionals in Category- A	RANK
A-Power Sector	Bidder1	2,20,000	L2
	Bidder2	3,30,000	L3
	Bidder3	1,00,000	L1

Category	Bidder	Financial Bid- GRAND TOTAL Man-Month Rate of all four (4) consultant professionals in Category- A	RANK
B-Digital	Bidder1	2,20,000	L2

& ICT	Bidder2	3,30,000	L3
	Bidder3	1,00,000	L1

Category	Bidder	Financial Bid- GRAND TOTAL Man-Month Rate of all four (4) consultant professionals in Category- A	RANK
C-Emerging Technologies	Bidder1	2,20,000	L2
	Bidder2	3,30,000	L3
	Bidder3	1,00,000	L1

Category	Bidder	Financial Bid- GRAND TOTAL Man-Month Rate of all four (4) consultant professionals in Category- A	RANK
D-Functional & Operational	Bidder1	2,20,000	L2
	Bidder2	3,30,000	L3
	Bidder3	1,00,000	L1

SECURITY DEPOSIT AS BANK GUARANTEE

(To be executed upon acceptance of Empanelment with RECPDCL)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this day of 2022 by (Name of the Bank) having one its branch at acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Development and Consultancy Ltd., registered under the Companies Act, 1956, having its office at D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001. (hereinafter called "RECPDCL") which expression shall include its successors and assigns. WHEREAS RECPDCL has invited tender vide their Tender Notice No: Dated

AND

WHEREAS

M/s

..... (Name of Tenderer) having its office at (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job **Empanelment of Consultancy firms on rate contract for providing 'Expertise Services in various domains'** as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹ 5,00,000/- (Rupees Five Lakh Only) as bank guarantee for the empanelment .

AND

WHEREAS,

we

..... (Name of Bank) have at the request of the tenderer agree to give RECPDCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without demur to the extent of ₹ 5,00,000/- (Rupees Five Lakh only).

We further agree as follows:-

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer

(whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.

3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of ₹ 5,00,000/- (Rupees Five Lakh only) and this Guarantee shall remain in force till unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder. In witness whereof the Bank has subscribed and set its name and seal here under.

Note: - The date shall be 90 days after completion of empanelment period

PRE-CONTRACT INTEGRITY PACT**GENERAL**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ 20..., between, on one hand, the REC Power Development and Consultancy Limited (RECPDCL). 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/SELLER/CONSULTANT", 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 (Items and Services as per the Scope of Work Mentioned in The Tender Document (hereinafter called the "Items and Services", which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Items and Services") and the BIDDER/ Seller/ Consultant is willing to offer/has offered the said "Items and Services".

WHEREAS the BIDDER/ Consultant 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 "Items and 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/ CONSULTANT 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, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONSULTANT, 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/CONSULTANT alike, and will provide to all BIDDER/CONSULTANT the same information and will not provide any such information to any particular BIDDER/CONSULTANT which could afford an advantage to that particular BIDDER/CONSULTANT in comparison to the other BIDDER(S)/CONSULTANT(S).

- 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/CONSULTANT 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 / CONSULTANTS

3. The BIDDER/CONSULTANT 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, favour, 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/CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the RECPDCL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3. The BIDDER/CONSULTANT shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. The BIDDER/CONSULTANT 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/CONSULTANT further confirms and declares to the RECPDCL that he BIDDER/CONSULTANT is the original manufacture/Integrator/authorized government sponsored export entity of the defence 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/CONSULTANT, 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/CONSULTANT, 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/CONSULTANT 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/CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER/CONSULTANT 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/CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER/CONSULTANT 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/CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER/ CONSULTANT or any employee of the BIDDER/ CONSULTANT or any person acting on behalf of the BIDDER/ CONSULTANT, 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/ CONSULTANT's firm, the same shall be disclosed by the BIDDER/ CONSULTANT 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/CONSULTANT 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/CONSULTANT 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/CONSULTANT's exclusion from the tender process.
- 4.2. The BIDDER/CONSULTANT 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)
- 5.1. While submitting commercial bid, the BIDDER/CONSULTANT deposit an amount _____ (as specified in TENDER) as Earnest Money/Security, Deposit, with the RECPDCL through any of the following instruments:
- 5.1.1. Bank Draft or a Pay Order in favour of 'REC Power Development and Consultancy Ltd.' payable at New Delhi
- 5.1.2. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the RECPDCL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the RECPDCL shall be treated as conclusive proof of payment.
- 5.1.3. Any other mode or through any other instrument (to be specified in the TENDER).
- 5.2. The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.
- 5.3. In the case of successful BIDDER/CONSULTANT, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the RECPDCL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4. No interest shall be payable by the RECPDCL to the BIDDER/CONSULTANT on Earnest Money/Security Deposit for the period of its currency.
6. Sanctions for Violations
- 6.1. Any breach of the aforesaid provisions by the BIDDER/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONSULTANT) 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/CONSULTANT. 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/CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER/CONSULTANT 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/CONSULTANT, 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/CONSULTANT. 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/CONSULTANT.
- 6.1.7. To debar the BIDDER/CONSULTANT 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/CONSULTANT (s) to any middlemen or agent or broken 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/CONSULTANT, 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/CONSULTANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTANT), 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/CONSULTANT shall be final and conclusive on the BIDDER/CONSULTANT. However, the BIDDER/CONSULTANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1. The RECPDCL has appointed Independent 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).
- 7.2. 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.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. 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.
- 7.6. The BIDDER/CONSULTANT(s) accepts that the Monitors has the right to access without restriction to all project documentation of the RECPDCL including that provided by the BIDDER/CONSULTANT. The BIDDER/CONSULTANT 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/CONSULTANT/Subcontractors(s) with confidentiality.
- 7.7. The BUYER 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.
- 7.8. 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/CONSULTANT and, should the occasion arise, submit proposals for correcting problematic situations.

8. 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/CONSULTANT and the BIDDER/CONSULTANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

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

10. 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.

11. Validity

- 11.1. 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/SELLER/CONSULTANT, including warranty period, whichever is later. In case BIDDER/SELLER/CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. 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.

12. The parties hereby sign this Integrity Pact at _____ on _____

RECPDCL:

BIDDER/ CONSULTANT:

Name of the Officer _____

Designation _____

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT

This deed of Guarantee made this day of 2022 by

..... **(Name of the Bank)** having its branch at acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Power Development and Consultancy Ltd., registered under the Companies Act, 1956, having its office at D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001. (hereinafter called "RECPDCL") which expression shall include its successors and assigns.

WHEREAS RECPDCL has invited bids vide their Tender Notice No: Dated to be opened on AND WHEREAS M/s **(Name of Tenderer)** having its office at (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to do the job of Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains' as contained in the tender.

AND WHEREAS the Tender is required to furnish to RECPDCL a Bank Guarantee for a sum of ₹/- (Rupees..... only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we **(Name of Bank)** have at the request of the tender agree to give RECPDCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by RECPDCL during the period of validity as mentioned in the Tender or any extension thereof as RECPDCL and the Tender may subsequently agree and if the Tender for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECPDCL, New Delhi on demand without demur to the extent of ₹ /- (Rupees only).

We further agree as follows:

1. That RECPDCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tender in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECPDCL and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by RECPDCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tender or any other forbearance, act or omission on the part of the RECPDCL or any indulgence by RECPDCL to the said Tender or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected

or suspended by reason of any dispute or dispute having been raised by the Tender (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tender stopping or preventing or purporting to stop or prevent any payment by the Bank to RECPDCL in terms thereof.

3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RECPDCL in writing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tender, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of ₹ /-(Rupees only) and this Guarantee shall remain in force till unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

Note: The date shall be thirty (30) days after the last date for which the bid is valid.

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

(With due stamp duty as applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of RECPDCL, having its office at

_____ (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "the Contractor" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of RECPDCL is in respect of the Contract/agreement dated _____.

WHEREAS the Contractor having unequivocally accepted as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and RECPDCL having agreed that the Contractor shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 3% (three percent) of the value of the Purchase Order i.e. for Rs. _____.

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

Hereby, we undertake to pay upto but not exceeding Rs. _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Contractor having failed to perform the Agreement and despite any contestation on the part of above named Contractor without any demure, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the RECPDCL on the Bank shall be conclusive and binding notwithstanding any difference between the RECPDCL and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the RECPDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the RECPDCL discharges this guarantee.

The RECPDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by Contractor. The RECPDCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any point in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the RECPDCL and the Contractor or any other course of or remedy or security available to the RECPDCL. The Bank shall not be released of its obligations under these presents by any exercise by the RECPDCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the RECPDCL or any other indulgence shown by the RECPDCL or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the RECPDCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that RECPDCL may have in relation to the Contractor's liabilities.

This Letter of Guarantee will expire on _____ plus ninety (90) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding anything contained hereinabove:

- a) a) Our liability under this Bank Guarantee shall not exceed and is restricted to ₹_____ (Rupees_____ only)
- b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before within 90 days all the rights of RECPDCL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
- c) BG confirmation can also be sought by sending email to _____ (Bank Official email id)

Authorized Signatory
Seal of Bank

FORMAT FOR NO-DEVIATION CERTIFICATE

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the RECPDCL's specifications:

S.No.	Clause	Details of deviation with justifications

By signing this document, we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications/requirement, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Company:

Signature

Name

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

E-BIDDING HELP MANUAL

Helpdesk Nos.

Phone : 011-49424365

Other Contact Numbers:

1. Shri Amrish Tomar (www.tenderwizard.com) 8799753401
2. Shri Krishna Tyagi (www.tenderwizard.com)
8800900127

Step 1

Registration Process



Website address: www.tenderwizard.com/REC

- Click on "[TenderFreeView](#)" to see (view and download) all the tender notifications and corrigendum's.
- Click on "[Register Me](#)" Hyperlink and get your User Id and Password.
- (Certain special chars like ~ ` ' # \$ % & * ! () ; \ / ? " : < > + - { } [] are not allowed in the company id or any key attributes).
- Once you fill all the details asked by "[Register Me](#)" form and obtain your password, contact the Office of RECPDCL to enable your User ID.
- After this, vendor can key in their User Id and Password and get successful entry in to the application.

STEP 2

Participation

Vendor should login with his USER ID and PASSWORD

- After Successful entry into the application click on hyperlink "[UnApplied](#)".
- By clicking on hyperlink "[UnApplied](#)" you can see the latest tenders which are floated and other details relevant to tender.
- On this screen ([UnApplied](#)) you will find various gif's on the left hand side. Click on  "[Edit form](#)" gif and see all the documents attached. Please download these documents and go through them.
- Once you have gone through the entire tender document and you wish to participate in the tender click on  "[Request Tender Form](#)" gif. And Then click on "Submit".
- Now once you have requested for tender documents click on "[In Progress](#)" stage. You can see the status as "[REQUESTED](#)".

Note: - will send you forms (Electronic Financial bid & Technical bid sheets)

- You will get two excel files "**Technical Sheet.xls**" and "**Cost Sheet.xls**" along with other documents. Firstly, you need to download this document by clicking on hyperlink "**Click here to Download Empty Document.**" Then Save the file with the same file name

Note:-

- 1) You should not change the file name of any Excel file.
- 2) You should only key in the values in blue cells only.

STEP 3

Submission

Vendor should prepare the scanned copy of DD (EMD)

- **EMD Submission:** Click on "**Click here to enter EMD Details and Attach Scanned Copy of EMD**". Fill all the fields provided in that sheet and press on "**Scan**" button to attach the scanned copy of the EMD.
- Vendor should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on "**Click here to Upload filled File**".

Reminder:

Technical Sheet and **Cost Sheet** should be uploaded by using "**Click here to Upload filled File**". All other supporting documents could be uploaded using "**Click here to Attach General Documents**" link provided below.

- Please don't change the name of the file as system will not accept any other file name.

Steps for uploading the additional documents (supporting documents) to your account.

1. In the left hand menu click on General Document, general document page will appear
2. Click on upload new file Button for uploading new document, upload sheet will appear
3. Select the file to be uploaded, enter the description and attachment name.

4. Click on Upload file
5. Repeat step 2 and 3 for uploading new files

To change the description and attachment name for the uploaded file use Update existing file button

Note: This is for altering the description and attachment name only

Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

1. Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
2. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
3. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)

- **The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc.,) takes place according to this time only.**

NOTE :

- ✓ **You will see all the red colored links changing to black color, when you have uploaded.**

A) Technical Sheet

B) Cost Sheet or price bid

C) EMD details

- i) **Once you fill the above documents only then you will able to submit the tender by clicking on the “**Submit the Tender Form**” button before the tender closing date and time.**


STEP 4

Acknowledgement

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on "OK". Then the status will change to submitted.

STEP 5

OPENING

- After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.
- To view the opened tenders click on the "**Opened/Awarded**" link then click on edit form  to view your competitors bid sheets who participated with you and who are not disqualified.

Note:

- If you do not get the submitted status and token number, contact tendering authority well in advance. L is not responsible for tender's not eived or submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.
- If any queries please contact L Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated: 16th November, 2021

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Reference: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017, for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Subsequently, DPIIT vide order No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and further vide order dated 16th September, 2020 have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only "Class-I local supplier" shall be eligible to bid irrespective of purchase value. "Class-I local supplier" is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. "Class-II local supplier" means a



supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

- iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, "Non-local suppliers" shall also be eligible to bid along with "Class-I local suppliers" and "Class-II local suppliers". In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.
 - iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.
4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I**, will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.
5. Purchase preference shall be given to local suppliers in accordance with **para 3A** of DPIIT Order dated 16.09.2020, and extracts of the same are given at **Appendix**.
6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Member (Planning), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&R), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (R&D), CEA	Convener

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MoP. The composition of the Committee is given below:

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member



Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

8. The complaint fee of Rs. 2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakhs), whichever is higher, shall be paid in the form of Demand Draft, drawn in favour of **PAO, CEA, New Delhi**. In case the complaint is found to be incorrect, the complaint fee shall be forfeited, in case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/ this Ministry from time to time.

11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.

12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.

13. In order to further encourage Make in India initiatives and promote manufacturing and production of goods and services in India, general guidelines as enclosed at Annexure-II may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.



15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.


(S. Majumdar)

Under Secretary to the Government of India
Tele No. 011- 23356938

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convenor of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

APPENDIX

Extracts of important provisions contained in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020

1. Definitions (Para 2 of DPIIT order):

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I Local supplier' under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement (Para 3 of DPIIT order)

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by 3(a) above, and with estimated value of purchases less than Rs 200 crores, in accordance with Rule 161(iv) of GFR, 2017 Global tender enquiry shall not

be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. Purchase Preference (Para 3A of DPIIT order)

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are divisible in nature, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - iv. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - v. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. Applicability in tenders where contract is to be awarded to multiple bidders (Para 3B of DPIT order)-

In tenders where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the items to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple supplier who would be awarded the contract, should be all and only 'Class-I local suppliers'.

b) In other cases, 'Class-II local suppliers' and 'Non-Local suppliers' may also participate in the bidding process along with 'Class-I local supplier' as per provisions of this order.

c) If 'Class-I local supplier' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local supplier' do not qualify for award of the contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local supplier'/'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality or considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier' falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulate in sub-paras above.

5. Exemption of small purchases (Para 4 in DPIT order): Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

6. Minimum Local Content (Para 5 in DPIT order): The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the item for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

7. Vide DPIIT OM No. P-45021/102/2019-BE-IIPart(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
8. **Margin of Purchase Preference (Para 6 of DPIIT order):** The margin of purchase preference shall be 20%.
9. **Specifications in Tenders and other procurement solicitations (Para 10 of DPIIT order):**
 - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
 - d. **Reciprocity Clause:**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all the items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchase on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - e. Specifying foreign certification/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local

suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of Department concerned or any other authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of PSEs/PSUs, for the next 5 years on their respective website."

Annexure-I

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
(A) Common items for Transmission, Distribution and Generation Sector		
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insulated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to 8. Including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV [CRGO/Amorphous, Aluminium/Copper wound]	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber Optic Terminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators with Room Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels (up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50
41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters excluding smart meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxiliary Relays	50
55	Load Break Switch	50
(B) Hydro Sector		
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
(C) Thermal Sector		
Boiler Auxiliaries		
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60
86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
	Electro-Static Precipitators (ESPs)	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	Turbine & Auxiliaries	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self-cleaning filters	60
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	60
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	Generator and Auxiliaries	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	Electrical Works	
115	Control and metering equipment	60
	Control & Instrumentation System (C&I System)	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	60
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	Coal Handling Plant	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Changer	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60
	Ash Handling System	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scraper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	Raw Water Intake & Supply System	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	Water Treatment System and Effluent Treatment System	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	Circulating Water (CW) & Auxiliary Circulating Water (ACW) System	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	Air Conditioning & Ventilation System	
161	Split & window air conditioners	60
162	Chilling/ condensing unit (upto 500 ton of refrigeration (TR))	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	Flue Gas Desulphurization (FGD)	
167	Spray Nozzles	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
	(D) Other Common Items	
	Fire protection and detection system	
176	Motor driven fire water pumps	60
177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only from Class-I Local supplier. In addition, MLC for complete EPC project may also be prescribed as below:

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System (Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System (below 500TR)	60
10	Flue Gas Desulphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	60
12	Hydro Power Projects (Electro-Mechanical Works)	60
	Gas based generation	
	Overall Gas Turbine Package (on finished Product basis)	
13	< 44 MW	60
14	44 – 145 MW	60
	Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	(2) Project as a whole	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-SS etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

Annexure-II

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian Rupees (INR) (in respect of local content only).
4. Indian subsidiaries of foreign bidders shall have to meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/ procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than _____ years (to be specified by the procurer).
10. The technologies/ products offered shall be environmental friendly, consuming less energy, safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit or as may be specified.
13. Minimum Local Content requirement for goods, services or works shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. In case local testing is not considered necessary by the procurer, the original test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarised.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required by the procurer, foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
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To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed. No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage; If the qualified bidders include bidders from such countries, the*

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- to all Autonomous Bodies;
 - to public sector banks and public sector financial institutions; and
 - subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

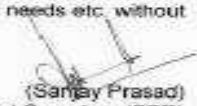
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js_ppf-2_doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. Bona fide procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. Bona fide small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

151, North Block
New Delhi
23rd July, 2020


Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


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Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
 - (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
 - (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
-

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated de novo. The de novo process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price. If Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued:

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.
3. The following examples are given to assist in implementation of the Order.

Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.

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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
 - (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
 - (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi
-