



**TENDER NO: RECPDCL/TECH/2020-21/995 DATED: 26.08.2020**  
**(ONLY THROUGH ONLINE E-TENDERING MODE)**

**Invitation for Bid**

**For**

**Appointment of Consultant for providing 'Portfolio and program management support' to RECPDCL**

<b>Date of Release of Tender</b>	<b>26 Aug 2020</b>
<b>Date of Pre-Bid Meeting</b>	<b>02 Sep 2020 at 1130 Hours (IST)</b>
<b>Last Date for Submission of Bid</b>	<b>10 Sep 2020, Up to 1500 Hours (IST)</b>
<b>Date of Opening of Bid</b>	<b>10 Sep 2020, at 1530 Hours (IST)</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 5,00,000/- (Rupees Five Lakhs Only)</b>
<b>Cost of Bid Document</b>	<b>Nil</b>

**Corporate Office: 4<sup>th</sup> Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida-201301 (U.P.)**

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**Tele. 011-43091500, Fax. 011-24360644**

**Website: [www.recpdcl.in](http://www.recpdcl.in)**

**Signature & Seal of Bidder and/or their Authorised Representative**

### **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](http://www.tenderwizard.com/REC) or from e-tender link given in RECPDCL Website, viz. [www.recpdcl.in](http://www.recpdcl.in) or from Govt. e-procurement portal (CPP) viz. [www.eprocure.gov.in](http://www.eprocure.gov.in).**

**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](http://www.tenderwizard.com/REC) well in advance. Please note that RECPDCL does not own any responsibility in case any bidder(s) fail(s) to apply due to non-possession/ non-registration/ compatibility issue of Digital Signature with the application.

## Tender Information

<b>Tender Reference No.</b>	<b>RECPDCL/TECH/2020-21/995 DATED: 26.08.2020</b>	
<b>Work Item Title/ Description</b>	<b>Appointment of Consultant for providing 'Portfolio and program management support' to RECPDCL</b>	
<b>Mode of Tendering</b>	Open (e-Tendering)	
<b>Tender Release Date</b>	<b>26 Aug 2020</b>	
<b>Date of Pre-Bid Meeting</b>	<b>02 Sep 2020 at 1130 Hours (IST)</b>	
<b>Last Bid Submission date</b>	<b>10 Sep 2020, Up to 1500 Hours (IST)</b>	
<b>Date of Opening of Bid</b>	<b>10 Sep 2020, at 1530 Hours (IST)</b>	
<b>Price bid opening</b>	To be notified in RECPDCL web portal/ Informed to eligible & technically qualified bidders only after completion of technical evaluation. <b>Price bid shall be submitted ONLINE only.</b>	
<b>Location of Bid submission/ Opening</b>	RECPDCL, 4 <sup>th</sup> Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (U.P.)-201301	
<b>Tender Category</b>	Services	
<b>EMD Fee</b>	<b>Rs.5,00,000/-</b> (Rupees Five Lakhs Only) in form of Demand Draft/ Bank Guarantee drawn from an Indian Scheduled Commercial Bank in favor of 'REC Power Distribution Company Limited' payable at New Delhi	
<b>EMD Exemption Allowed</b>	<ul style="list-style-type: none"> <li>• Micro and Small Enterprises (MSEs)</li> <li>• National Small Industries Corporation Limited (NSIC)</li> <li>• Start-Ups etc.</li> </ul> As applicable as per prevailing Government of India norms and guidelines.	
<b>Bid Validity days</b>	180 days from last Date of Bid submission	
<b>Duration of Assignment</b>	Schedule completion period of work shall be 24 months from the start date of contract	
<b>Address of Correspondence/ for Bid Submission</b>	Shri Bhupender Gupta, Addl. Chief Executive Officer, REC Power Distribution Company Limited, 4 <sup>th</sup> Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (U.P.) – 201301 e-mail: <a href="mailto:co.delhi@recpdcl.in">co.delhi@recpdcl.in</a>	
<b>Contact Person</b>	Shri Alok Singh General Manager (Tech.) Ph: 0120-4383758 Email: <a href="mailto:aloksingh@recpdcl.in">aloksingh@recpdcl.in</a>	Shri Rahul Gupta Dy. Manger (Tech.) Ph: 0120-4383767 Email: <a href="mailto:rahul.gupta@recpdcl.in">rahul.gupta@recpdcl.in</a>
<b>Support Team Contact Details</b>	<b>E – Tenderwizard:</b> Help desk No - 011-49424365, <a href="mailto:twhelpdesk680@gmail.com">twhelpdesk680@gmail.com</a> Sh. Amrisha -8799753401, <a href="mailto:twhelpdesk934@gmail.com">twhelpdesk934@gmail.com</a> Sh. Krishna – 8800900127, <a href="mailto:twhelpdesk551@gmail.com">twhelpdesk551@gmail.com</a>	

## **TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Details</b>	<b>Page Number</b>
<b>1.</b>	<b>CHAPTER- I: INTRODUCTION</b>	<b>5</b>
<b>2.</b>	<b>CHAPTER- II: PRE-QUALIFICATION CRITERIA</b>	<b>7</b>
<b>3.</b>	<b>CHAPTER- III: DETAILED SCOPE OF WORK</b>	<b>9</b>
<b>4.</b>	<b>CHAPTER- IV: TENDER EVALUATION</b>	<b>16</b>
<b>5.</b>	<b>CHAPTER- V: INSTRUCTION TO BIDDERS</b>	<b>21</b>
<b>6.</b>	<b>CHAPTER- VI: ANNEXURES</b>	<b>35</b>
	ANNEXURE-A: VENDOR PROFILE FORM	<b>36</b>
	ANNEXURE-B: BID FORM	<b>37</b>
	ANNEXURE-C: UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS	<b>39</b>
	ANNEXURE-D: PRE-QUALIFICATION CRITERIA COMPLIANCE FORM	<b>41</b>
	ANNEXURE-E: UNDERTAKING TOWARDS NOT BEING BLACKLISTED	<b>42</b>
	ANNEXURE-F: APPROACH & METHODOLOGY	<b>43</b>
	ANNEXURE-G: COMPOSITION OF TEAM	<b>44</b>
	ANNEXURE-H: CV FORMAT	<b>45</b>
	ANNEXURE-I: PART 2 - PRICE SCHEDULE/ FINANCIAL BID FORM	<b>46</b>
	ANNEXURE-J: BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT	<b>47</b>
	ANNEXURE-K: PROFORMA FOR PERFORMANCE BANK GUARANTEE	<b>49</b>
	ANNEXURE-L: PRE-CONTRACT INTEGRITY PACT	<b>51</b>
	ANNEXURE-M: BIDDER HELP MANUAL FOR e-BIDDING	<b>57</b>

## **CHAPTER – I**

### **INTRODUCTION**

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

#### **1.2. VISION AND MISSION**

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

#### **1.3. 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/Decentralised 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.

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

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

**1.5.** RECPDCL is exploring several opportunities in the 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 wishes to engage the services of a professional consulting organization to provide support on portfolio and program management.

## CHAPTER – II

### PRE-QUALIFICATION CRITERIA

The following are the Pre-Qualification criteria. Any bid not fulfilling any of the pre-qualification criteria, shall be summarily rejected. The said Criteria as detailed along with documents that need to be submitted in proof of compliance to each of the criterion, is detailed below:

1.	The Bidder should be a Registered entity in India under the Companies Act, 1956, 2013 or LLP Act (Copy of certificate of registration to be provided) <b>(Attach valid Certificate of Incorporation or Commencement of Business)</b>
2.	The Bidder should submit the <b>EMD of Rs. 5,00,000/-</b> (Rupees Five Lakhs Only) in form of Demand Draft/Bank Guarantee drawn from an Indian Scheduled Commercial Bank in favor of 'REC Power Distribution Company Limited' payable at New Delhi. <b>(Submit original EMD)</b>
3.	Bidder shall submit valid documentary proof of GST and the details of Income Tax Registration number (PAN). <b>(Attach valid documentary proof)</b>
4.	Bidder must <b>not have been blacklisted</b> by any Government Department/Regulatory body/PSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/REC/RECPDCL/PFC/Ministry of Power (GOI) in India at the time of submission of bid <b>(Attach notarized self-declaration by authorized signatory)</b>
5.	Undertaking on Compliance of Tender Specifications & Terms and Conditions of Tender Document. <b>This will be accompanied by duly signed and stamped original tender document deemed to be acceptance of Tender Specifications &amp; Terms and Conditions.</b> <b>(Attach valid Documentary Evidence including affidavit on Rs 100/- stamp paper issued in NCR)</b>
6.	Bidder should have a minimum average annual turnover of <b>Rs. 400 Crores (Rupees Four Hundred Crores)</b> in consultancy businesses from its Indian operation separately during the last four (4) financial years namely, FY 2019-20, 2018-19, 2017-18, and FY 2016-17 <b>(Attach audited annual accounts for the last 4 years)</b>
7.	Bidder should have a positive Net-Worth from its Indian operations separately during the last four (4) financial years namely, FY 2019-20, 2018-19, 2017-18, and FY 2016-17 <b>(Attach audited annual accounts for the last 4 years)</b>

**Note:**

- a. The bidder must fulfill the above pre-qualification criteria. Bid of bidders not fulfilling the pre-qualification criteria given above, are liable to be summarily rejected. Undertaking for subsequent submission of any of the above documents, will not be entertained under any circumstances.
- b. RECPDCL reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above-mentioned clauses of eligibility criteria.

- c. 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.



## **CHAPTER – III**

### **DETAILED SCOPE OF WORK**

#### **3.1 Objectives of the engagement**

RECPDCL is exploring several opportunities in the distribution and the associated RE and distributed generation space, in order 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 wishes to engage the services of a professional consulting organization to provide support on portfolio and program management. The selected consultant would be required to set up a Consultancy Unit at RECPDCL's Corporate Office (presently in Noida), to operate seamlessly in delivering the following objectives of the engagement:

- To develop a go-to market strategy, identifying key markets and service offerings in the areas of power distribution, focusing on Distribution Franchisee, Distribution Licensee, Distribution Sub-Licensee, MBC (Metering-Billing-Collection), Renewable Energy and Smart Metering for RECPDCL
- To identify suitable partner(s) for such assignments with detailed analysis
- To assist in empanelment of suitable partner(s) for opportunities in Distribution Franchisee, Distribution Licensee business, MBC, RE projects and Smart Metering projects, including preparation of RFP, evaluation of bids and completion of empanelment
- To prepare business proposal with detailed financial modeling, proper risk analysis (including risk identification and mitigation plan) and sensitivity analysis to present to the Management and Board of Directors
- To prepare the road map of business portfolio expansion for international project in power sector
- To continuously track target markets (both India and other identified territories) and identify potential opportunities for RECPDCL to explore
- To provide end-to-end support throughout the business development lifecycle of RECPDCL from opportunity identification to process closure and contract award
- To provide other support in identification and policy design for other stakeholders to facilitate market development

#### **3.2 Scope of work**

The scope of work has accordingly been segregated into six parts:

##### **3.2.1 General**

- i. Tracking latest updates and development in the power distribution sector, RE sector and AMI sector in India and other outside markets
- ii. Share analysis on the emerging draft policy and regulatory direction in above sectors including providing inputs and recommendations for changes
- iii. Developing a tracker across various segments to identify various Central Govt./ State Govt./DISCOM specific opportunities, and present key findings on a weekly basis
- iv. Identifying key targets and potential offerings for proactive business development

- v. Developing a risk-return profile on various emerging areas
- vi. Tracking EOIs and RFPs continuously and sharing weekly updates to management
- vii. Working with the various teams within REC/ RECPDCL for development of bids and provide support in submission of proposals

### 3.2.2 Power Distribution Portfolio Development

- i. Identify specific areas of interest within the segment – network augmentation and modernization, technology implementation, capacity building, distribution licensee, MBC, technical consultancy, financing etc.
- ii. Provide technical and financial advisory on all aspects pertaining to Distribution Segment through proper documentation/ report duly supported by the consulting organization as a whole and not just as individual opinion. Preparation and updating cost data/ annual tariff filing/fulfilling regulatory requirements etc.
- iii. To assist for bid process coordinator assignments for various works pertaining to DISCOMs.
- iv. Prepare EOIs, business proposals, financial model, feasibility study, presentations etc. for submission to the clients.
- v. Prepare detailed roadmap/ implementation strategy/ execution plan for acquired/ proposed projects including manpower requirement.
- vi. To assist in empanelment of suitable partner for Distribution Franchisee, Distribution Licensee/ Distribution sub Licensee and MBC business etc. including preparation of RFP, evaluation of bids and completion of empanelment
- vii. Provide project monitoring support on ongoing and initiated projects through project specific MIS

### 3.2.2 Renewable Energy (RE) Portfolio development

- i. Identify specific areas of interest within the segment – project development, financing, technical consultancy, etc.
- ii. Assess the suitability/viability of potential RE projects for participation in bidding of utility scale/ rooftop solar based upon basic parameters around irradiation, land availability, supply chain related issues, and operations & maintenance
- iii. To provide technical consultancy regarding various technologies including new and emerging technologies pertaining to RE sector, including analysis of different components of a system. This will also include energy storage and electric mobility.
- iv. Support in identification and shortlisting of technology suppliers for managing supply of product – batteries, inverters, solar modules, BOM etc.
- v. Provide technical and financial advisory on all aspects pertaining to Renewable Energy Segment through proper documentation/ report duly supported by the consulting organization as a whole and not just as individual opinion.
- vi. Prepare EOIs, business proposals, financial model, feasibility study, presentations etc. for submission to the clients.
- vii. To work out costing of a project for competitive bidding and proposals.
- viii. Prepare detailed roadmap/ implementation strategy/ execution plan for acquired/ proposed projects including manpower requirement
- ix. To assist in empanelment of suitable partner for RE projects (EPC/JV/Consortium etc.) including preparation of RFP, evaluation of bids and completion of empanelment

- x. Prepare various structures for developing Renewable Energy Portfolio e.g. on Balance sheet /SPV mode/ EPC mode / RESCO model etc.
- xi. Prepare draft EPC contract/ EPC cum O&M contract
- xii. Provide project monitoring support on ongoing and initiated projects through project specific MIS

### 3.2.3 Smart Metering portfolio development

- i. Identify specific areas of interest for the client with the segment – project implementation, system integration, financing, data analytics, technical consultancy, etc.
- ii. Provide technical and financial advisory on all aspects pertaining to various components of Advanced Metering Infrastructure (Smart Metering, Communication and Back-end IT Infra on in-premise/cloud) through proper documentation/ report duly supported by the consulting organization as a whole and not just as individual opinion.
- iii. Evaluate various business models and communication technology options including NBIoT, RF, PLC etc. for developing technology roadmap
- iv. Support in technology benchmarking and identifying technology partners
- v. Provide support in architecture design
- vi. Prepare EOIs, business proposals, financial model, feasibility study, presentations etc. for submission to the clients.
- vii. Prepare detailed roadmap/ implementation strategy/ execution plan for acquired/ proposed projects including manpower requirement
- viii. To assist in empanelment of suitable partner for Smart Metering projects including preparation of RFP, evaluation of bids and completion of empanelment
- ix. Provide project monitoring support on ongoing and initiated projects through project specific MIS

### 3.2.4 International business portfolio development

- i. To provide information and analysis on international business development - Provide research support on investment opportunities, competition, risk identification and its mitigation, compliances, business practices etc.
- ii. To design a roadmap and strategy for development of international business portfolio
- iii. As part of the market assessment, the Consultant shall develop a perspective to include, but not be limited to, the following:
  - a) Assess the current power, renewables and associated infrastructure requirements in each of the selected countries, and map the current power / infrastructure setup
  - b) Project the power infrastructure needs over the next 5-10 years in each of the selected countries
  - c) Map the projects that have been announced in these countries to develop power infrastructure
  - d) Determine the gap between the required and available power infrastructure, both current as well as in the next 5-10 years.
  - e) Determine the current major Government and Governmental Agency stakeholders that are involved in power infrastructure development, and the governance mechanisms in place.
  - f) Determine the role of the Government vs. private sector in power infrastructure development.
  - g) Assess the Business risk associated for various countries in providing consultancy services, project implementation in Power T&D sector and for lending, based on past cases of defaults / delays in loan repayment.

- iv. Prioritization of countries / markets and opportunities – asset and services based.
- v. Technical & Financial assistance as per the Country's norms, law and Taxation.
- vi. Provide support in engagement of local vendors/agency in the country RECPDCL intends to work
- vii. Make recommendations and provide support in developing EOIs, business pitch documents, technical and financial proposals, financial models, feasibility studies, presentations etc. for submission to RECPDCL clients
- viii. Prepare detailed roadmap/ implementation strategy/ execution plan for acquired/ proposed projects including manpower requirement
- ix. To assist in the local establishment in foreign country
- x. To provide assistance in international bid submission against any RfP for which RECPDCL might be interested. Also, to provide assistance to form pre-bidding association including MoU/ JV/ Association which may be required to fulfill tender conditions.
- xi. To assist in empanelment of suitable partner for international business including preparation of RFP, evaluation of bids and completion of empanelment.

### 3.2.5 Other areas of support

- i. Develop a report on global best practices on power distribution, RE, smart metering from a perspective of sustainability, scalability, reliability, resilience and ease of operation & maintenance
- ii. Detailed market assessment based on opportunity attractiveness, competitive landscape, regulatory overview, market direction, capabilities and goals of the project developer. Designing products/services/offering for the target market. Roadmap preparation for entry/expansion into that business/segment
- iii. In-depth technical and commercial evaluation to understand project feasibility, attractiveness and risk management needs targeted mainly at greenfield opportunities
- iv. Identify financing options to be tied-up for each bid
- v. Identification, evaluation and selection of potential partners for new opportunities or support for existing projects
- vi. Setup and provide support in stakeholder workshops, consultations, conferences, other participants to drive potential market opportunities
- vii. Carry out site visits as required, to support teams on field visits, interaction with multiple stakeholders in order to driving discussions and make presentations
- viii. Carry out a benefit assessment of all RfPs
- ix. Assess potential targets
- x. Provide support to RECPDCL / REC in carrying out PoCs if required
- xi. Analysis for decision making support
- xii. Review of existing business plan
- xiii. Provide support on analysis and presentations for external stakeholders and for internal decision making
- xiv. Support in capacity building of various stakeholders through training / workshops linked to aspects of business development, project management, financial assessment etc.
- xv. Weekly review meetings with Consultant's senior team
- xvi. Conduct monthly review meetings with various stakeholders
- xvii. To provide technical assistance for various other IT solution offerings i.e. SCADA, ERP, RT-DAS, GIS & other smart grid solutions etc. on as & when required basis

- xviii. Capacity building of RECPDCL employees through trainings, know-how sessions, relevant study materials etc.

### 3.3 Key Deliverables

- i. Submit a weekly tracker across various segments to identify various state/DISCOM specific opportunities and present key findings
- ii. Monthly progress monitoring report of ongoing projects through project specific MIS
- iii. Empanelment of suitable partners for each of the above areas (supply/ implementation/ EPC/ technology), wherever identified and agreed by PDCL, within 3 months of award of work as per requirement of RECPDCL.
- iv. To submit MIS for number of proposals/tenders identified, reviewed, submitted to the client along with detailed analysis report on enablers and inhibitors for acquiring the project/ business and suggesting action plan to achieve the same.
- v. To submit documentation, reports, RFPs, EOIs, proposals, feasibility study, presentations, business models, financial models etc. for above mentioned portfolios as applicable
- vi. To submit a capacity building plan for RECPDCL employees including manpower structure to handle the above identified profitable business opportunities.
- vii. Any other specific deliverable as agreed between the Consultant and RECPDCL.

### 3.4 Team Structure

- 3.4.1 In line with the scope, the selected agency shall ensure presence of its team, at RECPDCL Corporate Office (presently in Noida), as per the below requirement:

No.	Roles, responsibilities and expectations	Minimum Relevant Experience	Deployment
1.	<b><i>Project Director</i></b> <ul style="list-style-type: none"> <li>Overall project supervision and direction including participation in all key review meetings with top management of RECPDCL, as well as required with various external stakeholders</li> <li>Should be an expert in the power sector with extensive experience in power distribution, Renewable Energy, DDG, Smart Metering implementation and overall regulatory framework</li> <li>Should have International experience in at least five countries other than India</li> <li>Should provide strategic guidance on the project, be available for senior level meetings on short notice, travel for key meetings to support RECPDCL in making key decisions, etc.</li> </ul>	15 Years	4 days / month
2.	<b><i>Project Manager</i></b> <ul style="list-style-type: none"> <li>Lead the team and manage the project on day-to-day basis, including leading all key interactions with RECPDCL and external stakeholders</li> <li>Should have International experience in at least two countries other than India</li> </ul>	10 Years	8 days / month

No.	Roles, responsibilities and expectations	Minimum Relevant Experience	Deployment
	<ul style="list-style-type: none"> <li>Should be able to manage the team and lead client interactions even at senior level, good understanding of Indian power sector, distribution business and schemes, RE and distribution generation business, smart metering and AMI, ability to lead stakeholder interactions at Energy Secretary levels, be available for senior level meetings on short notice, travel for key meetings to support RECPDCL in making key decisions, etc.</li> <li>Financial modeling and project appraisal support on new opportunities and RFPs including revenue and cost projections, taxation, project valuation, accounting treatment, structuring of finances etc.</li> <li>Should have good understanding and knowledge of finance and accounting issues in Distribution sector.</li> </ul>		
3.	<p><b><i>Power Distribution Expert</i></b></p> <ul style="list-style-type: none"> <li>Should have a good understanding of the power distribution business including its nuances of distribution sector schemes, policies, distribution franchisee, MBC cycles and processes, network design, operations etc.</li> <li>Support in identifying and creating new opportunities in the distribution business in India and other territories of interest</li> <li>Support in harnessing the opportunity including support on entire business development lifecycle</li> <li>Should be able to work independently, have analytical thinking, independently coordinate with identified stakeholders, travel for key meetings and field visits to support RECPDCL in making key decisions, etc.</li> </ul>	5 Years	Full-time
4.	<p><b><i>Renewable Energy Expert</i></b></p> <ul style="list-style-type: none"> <li>Should have a good understanding of the RE business including its nuances of various RE schemes and policies (grid and off-grid), OEMs, developers, etc.</li> <li>Support in identifying and creating new opportunities in the distribution business in India and other territories of interest</li> <li>Support in harnessing the opportunity including support on entire business development lifecycle</li> <li>Should be able to work independently, have analytical thinking, independently coordinate with identified stakeholders, travel for key meetings and field visits to support RECPDCL in making key decisions, etc.</li> </ul>	5 Years	Full-time
5.	<p><b><i>AMI Expert</i></b></p> <ul style="list-style-type: none"> <li>Should have a good understanding of the AMI and electricity smart metering business including its nuances of technologies being implemented, architecture design, technology service providers, OEMs, smart meter manufacturers, policies, regulations, business models etc.</li> <li>Support in identifying and creating new opportunities in the</li> </ul>	5 Years	Full-time



No.	Roles, responsibilities and expectations	Minimum Relevant Experience	Deployment
	<p>distribution business in India and other territories of interest</p> <ul style="list-style-type: none"> <li>• Support in harnessing the opportunity including support on entire business development lifecycle</li> <li>• Should be able to work independently, have analytical thinking, independently coordinate with identified stakeholders, travel for key meetings and field visits to support RECPDCL in making key decisions, etc.</li> </ul>		

- 3.4.2 Although the above team would be based out of RECPDCL's head office in New Delhi / Noida, 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.
- 3.4.3 RECPDCL reserves the right to increase/decrease the team size at the time of award of work based on requirement.
- 3.4.4 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 7 days of intimation from RECPDCL.
- 3.4.5 RECPDCL reserves the right to disengage any team member without assigning any reason during the assignment with a notice period of 2 months based on the requirement.
- 3.4.6 During the course of the 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 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.
- 3.4.7 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.
- 3.4.8 Leaves/Holidays of full-time team members shall be governed as per rules of RECPDCL (only CL, RH, GH and weekly holidays applicable). However, in case of urgent/ priority works, such resources shall attend RECPDCL office/ remain available remotely for the same on holidays.

### 3.5 Contract Tenure

The contract would be for an initial period of 24 months, with the possibility of extension subsequently maximum up to another 24 months on an annual basis at an escalation of 8% per annum on the final financial offer, based on mutual agreement between RECPDCL and the consultant.

## CHAPTER – IV TENDER EVALUATION

### 4.1 Evaluation Methodology

This is a single stage, two-part bid process. The two parts of the Bid shall be:

**Part-1. Technical Bid:** Shall consider evaluation of the Technical Bid. Bids of firms meeting the Pre-qualification criteria requirements and scoring qualifying marks of 70% of maximum marks allotted to the Technical Bid, will only be considered for opening of their financial bids. Schedule of the financial bid opening will be intimated to only those firms who qualify in Part-1.

**Part-2. Financial Bid:** Under Part-2, the financial Bid of technically qualified firms shall be opened in the presence of such technically qualified bidders or their authorized representatives, in case they wish to be present in person.

**The bid shall be evaluated on QCBS (Quality Cost Based Selection approach) among the qualifying bidders shortlisted after Technical Evaluation. The weightage to the Technical proposal and the financial proposal would be 70:30.**

#### a. Evaluation of Technical Bid (Weightage 70%):

The evaluation of the Technical Proposal would be done as per the predefined technical evaluation criteria, considering experience of the bidder, experience and qualifications of the proposed team members, exposure to DISCOMs and experience of handling international assignments. Detailed criteria have been defined in 4.2.

#### b. Financial Evaluation (Weightage 30%)

The Financial proposal will be given a weightage of 30% based on the rate quoted by the prospective bidders. The financial bid with lowest quoted total bid price will be given a financial score of 100. Other financial bids of the bidder shall be given financial score as per the formula mentioned below:  
(Total lowest bid price quoted by the bidder / Total bid price quoted by bidder) X 100

#### c. Final Score shall be calculated as:

Evaluation Marking	Score
Technical Bid Marks [A]	Technical Score (Out of 100) X 70%
Financial Bid Marks [B]	Financial Score (Out of 100) X 30%
<b>Total Marks [C]</b>	<b>C = A + B</b>

#### Key terms and conditions:

- The bid should be unconditional. Conditional and incomplete bids shall not be accepted.
- The evaluation committee shall evaluate the Technical Proposals on the basis of the Bidder's responsiveness to the Terms of Reference, applying the evaluation criteria and sub-criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender



document, and particularly the Terms of Reference or if it fails to achieve the minimum technical score. Each responsive proposal will be given a technical score. The technical proposal should score at least 70% of maximum technical score to be considered responsive. Part-2 bids i.e. the Financial Bids, will only be considered for the technically qualified bidders.

#### 4.2 Part-1. Technical bid evaluation

The bidder must secure at least 70% marks as per the following evaluation criteria to qualify for opening of financial bids. The technical proposal evaluation criteria are set out below:

No.	Evaluation criteria	Max. marks
<b>I. Firm Experience</b>		<b>30</b>
1.	<p><b>Experience in power distribution in India in last 5 years—with power distribution utilities, SEBs, Electricity Departments, Funding agencies, governments etc.</b></p> <p>(A). Experience of working with multiple states in consulting projects in power distribution and retail supply in areas of operations, project management, performance improvement, investments etc. for a continuous period of 12 months or more</p> <ul style="list-style-type: none"> <li>• <b>0.5 marks for experience in each unique state subject to maximum 4 marks for (A)</b></li> </ul> <p>(B). Experience of successfully supporting clients in bid advisory in power distribution including Distribution Franchisee and Distribution licensee privatization</p> <ul style="list-style-type: none"> <li>• <b>0.5 mark for each assignment subject to maximum of 2 marks for (B)</b></li> </ul> <p>(C). Experience of recent policy initiatives in power distribution with Ministry of Power, Forum of Regulators etc. in areas of content and carriage segregation, tariff reforms, payment security mechanisms etc.</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (C)</b></li> </ul> <p>(D). Experience of advising private utilities in India</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (D)</b></li> </ul>	10
2.	<p><b>Experience in Renewable Energy in India in last 5 years</b></p> <p>(A). Experience of developing central and state level Renewable Energy policies</p> <ul style="list-style-type: none"> <li>• <b>0.5 mark for each assignment subject to maximum of 2 marks for (A)</b></li> </ul> <p>(B). Experience of carrying out state specific market assessment for market entry or portfolio expansion for RE business in India to utility scale project developers</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (B)</b></li> </ul> <p>(C). Experience of business planning and financing support of RE business to expand portfolio for utility scale project developers in India</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (C)</b></li> </ul> <p>(D). Evaluating strategic fit of new opportunities in Renewable Energy for power sector for CPSUs</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (D)</b></li> </ul>	8
3.	<p><b>Experience in AMI / Smart Metering in India</b></p> <p>(A). Experience of supporting in rollout of smart metering / AMI to distribution utilities / implementation agencies / system integrators</p>	7

No.	Evaluation criteria	Max. marks
	<ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 3 marks for (A)</b></li> </ul> <p><b>(B).</b> Experience of carrying out market studies and market assessment to facilitate market entry for any agency.</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (B)</b></li> </ul> <p><b>(C).</b> Experience of carrying out feasibility assessment, creation of DPR, technology selection etc.</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (C)</b></li> </ul>	
4.	<p><b>Experience in International business portfolio development in the power sector</b></p> <p><b>(A).</b> Experience of advising clients in carrying out market studies in international markets for identifying investment opportunities</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 3marks for (A)</b></li> </ul> <p><b>(B).</b> Experience of supporting in bid advisory for businesses overseas in developing countries</p> <ul style="list-style-type: none"> <li>• <b>1 mark for each assignment subject to maximum of 2 marks for (B)</b></li> </ul>	5
<b>II. Team Experience and Qualifications</b>		<b>45</b>
1.	<p><b>Project Director</b></p> <p><i>Qualification:</i> B.E./B.Tech with MBA/PGDM equivalent</p> <p><i>Experience:</i> In power sector with experience across power distribution, power generation, Renewable Energy, smart metering / AMI in areas of program and project management, policy advisory, investment management, reforms, performance improvement, business planning, risk management, strategy, market studies etc.</p> <ul style="list-style-type: none"> <li>• Qualifying with minimum 15 years of relevant experience: 5 marks</li> <li>• Above 15 years: 0.5 mark for each additional year of experience, subject to a maximum of 2marks</li> <li>• Experience in supporting state power distribution utilities in India: 0.5 mark for each state utility subject to a maximum of 2 marks</li> <li>• Experience in corporate strategy and business planning assignments for CPSUs in the power sector in India: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>• Experience in advising clients on AMI and RE portfolio development, risk management, bid advisory, entry strategy and market studies in India (other than the above two experience criteria): 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>• Experience in supporting market studies and bid advisory support across international markets in the power sector: 0.5 mark for each assignment subject to a maximum of 2 marks</li> </ul>	15
2.	<p><b>Project Manager</b></p> <p><i>Qualification:</i> B.E./B.Tech with MBA/PGDM equivalent (Finance)</p> <p><i>Experience:</i> In power distribution business and schemes, RE and distributed generation business, smart metering and AMI program in areas of project management, risk management, policy advisory, business planning, investment advisory etc.</p> <ul style="list-style-type: none"> <li>• Qualifying with minimum 10 years of relevant experience: 3 marks</li> <li>• Experience in supporting state power distribution utilities in India: 0.5 mark for each</li> </ul>	12

No.	Evaluation criteria	Max. marks
	<p>state utility subject to a maximum of 2 marks</p> <ul style="list-style-type: none"> <li>Experience in advising clients on areas of power distribution, RE and AMI / smart metering in India: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>Experience in advising clients on areas of financial modeling in the power sector: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>Experience in advising clients on areas of bid advisory support in the power sector: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>Experience across international developing countries in the power sector: 0.5 mark for each assignment subject to a maximum of 1 mark</li> </ul>	
3.	<p><b>Power Distribution Expert</b></p> <p><i>Qualification:</i> B.E./B.Tech with MBA/PGDM equivalent</p> <p><i>Experience:</i> In power distribution in areas of distribution operations, performance management and improvement, capital expenditure planning, distribution franchisee, supporting private players in bid advisory support, program and project management in areas of contract management, procurement, monitoring, MIS etc.</p> <ul style="list-style-type: none"> <li>Qualifying with minimum 5 years of relevant experience: 2 marks</li> <li>Experience of supporting distribution utilities on network planning, capital expenditure plans etc.: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>Experience of developing business plans, investment plans and corporate strategies of power distribution business in India: 0.5 mark for each assignment subject to a maximum of 2 marks</li> </ul>	6
4.	<p><b>Renewable Energy Expert</b></p> <p><i>Qualification:</i> B.E./B.Tech with MBA/PGDM equivalent</p> <p><i>Experience:</i> In Renewable Energy in areas of policy formulation, support in development of RE portfolio, bid advisory support, operations and maintenance, market entry strategy, identification of market opportunities etc.</p> <ul style="list-style-type: none"> <li>Qualifying with minimum 5 years of relevant experience: 2 marks</li> <li>Practical experience in providing bid advisory support, project structuring and risk modeling for RE portfolio development in India: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>Experience of developing business plans, investment plans and corporate strategies of RE business in India: 0.5 mark for each assignment subject to a maximum of 2 marks</li> </ul>	6
5.	<p><b>AMI Expert</b></p> <p><i>Qualification:</i> B.E./B.Tech with MBA/PGDM equivalent</p> <p><i>Experience:</i> In smart metering / AMI implementation of power distribution utilities including DPR preparation, project monitoring and management, technology selection, feasibility studies, market assessments etc.</p> <ul style="list-style-type: none"> <li>Qualifying with minimum 5 years of relevant experience: 2 marks</li> <li>Experience of working with distribution utility on smart metering / AMI in India: 0.5 mark for each assignment subject to a maximum of 2 marks</li> <li>Experience of developing business plans, investment plans and corporate strategies of AMI business in India: 0.5 mark for each assignment subject to a maximum of 1 mark</li> <li>Experience across developing countries in the power sector: 0.5 mark for each</li> </ul>	6

No.	Evaluation criteria	Max. marks
	assignment subject to a maximum of 1 mark	
<b>III. Approach and Methodology:</b> Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria. This should be delivered by key team members, including the Project Director and the Project Manager.		<b>25</b>
1.	Detailed understanding of the context, requirements and scope of work to be carried out	3
2.	Detailed approach and methodology to be adopted for delivering the scope	10
3.	Knowledge of market scenario and available opportunities in above segments	5
4.	Proposed road map for acquiring businesses with target of minimum annual turnover of Rs. 300 crores for RECPDCL during the contract period in above segments	7
<b>Total</b>		<b>100</b>

Note:

1. Minimum score for Technical qualification is 70 marks.
2. Ongoing assignments would also be considered.
3. Bidder is required to submit the copy of Work Order/Contract along with Completion Certificate issued by the authorized representative of client in support of the requisite experience. In case of ongoing assignment, a certificate issued by the client shall be submitted mentioning that the services are being rendered satisfactorily as per the scope of work.
4. For each experience criteria, separate Work Orders/ Assignments shall be submitted for evaluation. A single assignment shall not qualify for marks against two different experience criteria.
5. At the time of submission of bid, only one CV against each of the above-mentioned position should be submitted for bid evaluation purpose
6. All the proposed experts must have attained the required qualifications on regular or full-time basis. The educational qualification attained through part-time or correspondence courses shall not be considered.
7. A personal interaction of all above team members will be held with the management of RECPDCL before their deployment for the assignment.
8. The replacement of resources whose CV has been submitted at the time of bidding, will not be allowed during the execution of the contract. Any replacement may be made only post adequate approval from RECPDCL. The decision of RECPDCL in this matter will be final and abiding to the selected agency.

## CHAPTER – V

### INSTRUCTION TO BIDDERS

Clause	Heading	Description/ Details
1.	Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process
2.	Bidding Documents	<p>a. The bidder is deemed to have examined all instructions, annexures, forms, terms and specifications in the bidding documents. Failure to furnish all and/or any information required and/or Ambiguous/ False/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p> <p>b. Bidders are advised to submit bids strictly based on the terms &amp; conditions and specifications contained in the Tender Document and not to stipulate any deviations.</p> <p>c. Each bidder shall submit only one bid, failure to comply will result in summary rejection of all the bids of the bidder.</p>
3.	Amendment to the Bidding Documents	RECPDCL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. The Bid submission date may be extended at the discretion of the RECPDCL. Amendments, if any, made in these regards etc. will be provided in the form of Addendum to the Bidding Documents and shall be uploaded on the web site of the RECPDCL. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the RECPDCL web site shall be deemed to have been communicated to the prospective bidders and shall be binding on them.
4.	Invitation to Bid	<p>Joint Venture or Consortium bids are not allowed. Bids will be submitted in two parts (<b>ONLINE ONLY</b>):</p> <p><b>Part 1: Pre-Qualification Criteria &amp; Technical Bid:</b></p> <ul style="list-style-type: none"> <li>• EMD</li> <li>• Vendor Profile Form</li> <li>• Bid Form along with Power of Attorney</li> <li>• Undertaking on compliance of tender requirements along with terms &amp; conditions</li> <li>• Pre-Qualification Criteria Compliance Form along with all relevant documents including undertaking towards not being black-listed</li> <li>• Technical Bid covering approach &amp; methodology, team composition and CVs of the proposed team indicating required qualification &amp; experience</li> <li>• Pre-contract integrity pact (In two original copies)</li> <li>• Sealed and signed copy of Tender Document in token of</li> </ul>

Clause	Heading	Description/ Details
		acceptance of all tender terms & conditions. <b>Part 2: Financial Bid(ONLINE ONLY)</b>
5.	Preparation of Bid	<p>a. Pre-Qualification Criteria&amp; Technical Bid (Part 1) and Financial Bid (Part 2) to be submitted through online mode on website <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a>.</p> <p>b. All enclosures/supporting documents of each Bid including EMD shall be scanned and uploaded while submitting the bids online.</p> <p>c. All these documents shall be digitally signed as per requirement of RECPDCL e-Procurement portal.</p> <p>d. In addition, Bidder has to submit hard copies of only Part-1 Bid. One sealed envelope containing hard copy of the Part-1 Bid shall be submitted.</p> <p>e. Each Envelop shall be addressed to the addressee as per tender document and shall clearly mention the TENDER name/number, bidder's name &amp; address, Bid part Number and name.</p> <p><b>f. FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY.</b> In case of default, the entire Bid shall be summarily rejected.</p> <p>g. The Part-1 Bid submitted in hard copy should be properly bounded, indexed, without any loose sheets(s) and sequentially numbered irrespective of the nature of the content of the page in the format. All pages should be signed by the authorized signatory of the bidder and officially stamped. Unsigned or Unstamped bid are liable to be rejected.</p>
6.	Bid Validity	<p>a. The bids will be valid for a period of <b>180</b> (One Eighty Days) days from the last date of submission of bid.</p> <p>b. Notwithstanding clause (a) above, RECPDCL may solicit the bidder's consent to an extension of the period of bid validity. A bidder will neither be required nor permitted to modify its bid, while confirming extension of bid validity.</p> <p>c. A bidder may refuse the request, in which case, the bid shall be considered as withdrawn and RECPDCL shall return/refund the bid security (EMD) at the earliest to such bidder(s).</p> <p>d. However not withstanding any of the clauses and/ or conditions above on expiry of the bid validity period the bid shall be deemed valid till such time the bidder does not withdraw its bid formally by a written communication to RECPDCL. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication by RECPDCL.</p>
7.	Pre-Qualification Criteria & Technical Bid (Part 1)	<p>Part-1 Bid shall consist of:</p> <p>a. Original Earnest Money Deposit (EMD)</p> <p>b. Bid Form as per prescribed Annexure along with Undertaking on Compliance of Tender Specifications &amp; Terms and Conditions of Tender Document (<b>executed on Rs.100 stamp paper duly</b></p>



Clause	Heading	Description/ Details
		<p>notarized). This will be accompanied by duly signed and stamped original tender document deemed to be an acceptance of Tender Specifications &amp; Terms and Conditions.</p> <p>c. Pre-Qualification Criteria Compliance as per prescribed Annexure along with all necessary Documentary proof/ Certificates/ Undertakings/ Financial Statements/ Orders/Authorization letters etc.</p> <p>d. The Technical bid prepared by the bidder shall have Table of Content as the first page.</p> <p><b>Note:</b></p> <p>a) The bidder should submit the Technical Bid along with required documents to be submitted online as well as the hard copies of the documents which are attested either by self/company or by gazetted officer or notary public, wherever required.</p>
8.	Details of EMD	<p>a. Bid shall be accompanied by an Earnest Money Deposit of <b>Rs.5,00,000/-</b> (Rupees Five Lakh only) in form of Demand Draft drawn from an Indian Scheduled Commercial Bank in favor of 'REC Power Distribution Company Limited' payable at New Delhi with validity as per BID validity period or Bank Guarantee as per format of Annexure-J. 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.</p> <p>b. Any Bid submitted without a valid EMD shall be summarily rejected.</p> <p>c. No interest is payable on Earnest Money deposit.</p> <p>d. EMD of unsuccessful bidders shall be released on finalization of the tenders, placement of orders and/or after submission of PBG by successful bidder. EMD of successful bidder shall be retained by RECPDCL until PBG is submitted as per Tender terms.</p> <p><b>Earnest Money shall be forfeited in case of the following:</b></p> <p>a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.</p> <p>b) On refusal to enter into contract agreement after award of contract.</p> <p>c) Non submission of Contract Performance Bank Guarantee.</p>
9.	Financial Bid (Part 2)	<p>a. The Financial Bid format is given in prescribed Annexure.</p> <p><b>b. The Financial bid has to be submitted ONLINE ONLY through RECPDCL E-Procurement Portal.</b></p>
10.	Instructions for Financial Bid	<p>a. The financial bid shall indicate the prices and applicable GST separately.</p> <p>b. The Quoted prices should be firm and inclusive of charges for all activities in scope of work and GST.</p> <p>c. Quoted prices shall also be inclusive of all costs, except those</p>

Clause	Heading	Description/ Details
		<p>towards carrying out visits to States/utilities at the request of RECPDCL to coordinate on project progress, closure, implement measures to accelerate scheme implementation and to carry out stakeholder meetings. All such travel would be only as per prior approval of RECPDCL. Expenses for such travel will be reimbursed by RECPDCL including Boarding, Lodging, local and other travel, based on the following guidelines.</p> <ul style="list-style-type: none"> <li>For travel by Project Director, expense reimbursement would be as per RECPDCL's policy as eligible for E8 grade.</li> <li>For travel by Project Manager, expense reimbursement would be as per RECPDCL's policy as eligible for E6 grade.</li> <li>For travel by Power Distribution, RE and AMI experts, expense reimbursement would be as per RECPDCL's policy as eligible for E4 grade.</li> </ul> <p>d. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with a conditional price, would be treated as non-responsive and will be rejected.</p> <p>e. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.</p> <p>f. The bidder should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.</p> <p>h. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.</p> <p>i. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections, in case of a failure to comply the bid shall be summarily rejected.</p>
11.	Submission of Bids	<p>a. The bids complete in all respects should be submitted ONLINE through RECPDCL E-Procurement Portal.</p> <p>b. Hardcopy as detailed above shall be delivered (by post/courier/manually) to the following address latest by the stipulated time &amp; date mentioned in the tender document:</p> <p style="padding-left: 40px;">Shri. Bhupender Gupta Addl, Chief Executive Officer REC Power Distribution Company Limited 4<sup>th</sup> Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (U.P.)-201301</p> <p>c. RECPDCL does not own any liability if the bid is not submitted online and required hard copy does not reach the addressee within due date and time; RECPDCL reserves the right to waive any</p>



Clause	Heading	Description/ Details
		irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever. The bidder shall bear all costs associated with the preparation and submission of its bid, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process
12.	Deadline for submission of Bids	Bids must be received by RECPDCL, both online and hard copy <b>(ONLY Technical BID – Part 1 also <u>Please Note Financial/Price Bid to be Submitted ONLINE ONLY</u>)</b> not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for RECPDCL, the bids will be received up to the appointed time on the next working day and/or the day & time as fixed by RECPDCL. RECPDCL, may at its discretion extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the RECPDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
13.	Late and delayed Bids	Any bid received by RECPDCL after the deadline for submission of bids prescribed by RECPDCL, will be rejected and/or may be returned unopened to the bidder, if so asked for by the bidder and/or at the discretion of RECPDCL. The decision of the RECPDCL whether to accept or not accept any bid without assigning reason shall be final and no disputes and/or complaints/ arbitrations/ legal representations etc.in this regard shall be entertained with regard to exercise of such discretion of RECPDCL
14.	Tender Clarifications prior to bid submission	All queries received on or before date of Pre-bid meeting (as mentioned on cover page) at the email ids ( <a href="mailto:rahul.gupta@recpdcl.in">rahul.gupta@recpdcl.in</a> and <a href="mailto:mukund.kumar@recpdcl.in">mukund.kumar@recpdcl.in</a> ) will be deliberated upon. a. Any Clarifications / Corrigendum / Addendums etc. will be posted on RECPDCL website viz. <a href="http://www.recpdcl.in">www.recpdcl.in</a> and no individual communication will be sent. Posting on the website would be deemed as if RECPDCL having communicated to all prospective bidders. b. The Clarifications / Corrigendum/ Addendums etc. thus communicated will form an integral part of the TENDER and succeed the relevant clauses for future reference. c. Any irrelevant / ambiguous/ mischievous/ hampering public procurement etc. clarification as determined by RECPDCL at its sole discretion will not be entertained and may not be clarified and/or deliberated upon. No representation in this regard in and manner and/or form shall be entertained, and such bidder may be considered by RECPDCL for debarment from bidding process for this/ all tenders and/or for limited and/or indefinite period.
15.	Bid Opening	a. <b>Part 1 Bid:</b> RECPDCL will first open Part 1 bid in the presence of

Clause	Heading	Description/ Details
		<p>bidders' representatives who are present at the date &amp; time of bid opening. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for RECPDCL and /or for other administrative reasons, the bids shall be opened at the communicated date, time and location on another date/ time as decided by RECPDCL.</p> <p>b. <b>Part 2 Bid:</b> Date of financial bid opening shall be intimated by RECPDCL only to the bidders who qualify in Part 1 bid and financial bid will be opened only for the Part-1 qualified bidders in presence of qualified bidders' representative who choose to be present on the venue, date &amp; time of bid opening. The bidders' representatives present there, shall sign a register evidencing their attendance.</p> <p>c. The bidder's name and price quoted by the bidder, and any other details as RECPDCL may consider appropriate will be read out at the time of opening of financial bids.</p> <p><b>d. All bids especially Financial bid shall be opened on-line only.</b></p>
16.	Evaluation of Bids	<p>a. Evaluation of Bids will be as per Technical Bid (Part – 1) along with supporting documents as specified in prescribed Annexures.</p> <p>b. RECPDCL will determine whether each bid is complete and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality and/or reservations. RECPDCL reserves the right that if a bid is not substantially responsive, it may be rejected by the RECPDCL without seeking any clarifications.</p>
17.	Verification of bid documents	<p>RECPDCL reserves the right to verify/confirm all original documentary evidence, references submitted by the bidder in support of above mentioned clauses of pre-qualification/ eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summary rejection of the bids and/or termination of the contract with imposition of the contract clauses/penal action on the bidder by the RECPDCL as may be due on the award of the contract and/or during the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender document.</p>
18.	Clarification of Bids	<p>a. During evaluation of the bids, the RECPDCL may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification as desired by RECPDCL within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought,</p>

Clause	Heading	Description/ Details
		<p>offered or permitted.</p> <p>b. No Bidder shall contact the RECPDCL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the RECPDCL, it should be done in writing.</p> <p>c. Any effort by a Bidder to influence the RECPDCL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECPDCL will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of RECPDCL.</p> <p>d. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.</p>
19.	Award Criteria	RECPDCL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive, prequalified, technically qualified and has the Highest QCBS score (without GST).
20.	Notification of award	<p>a. LOI/LOA Shall be intimated to bidder by Email/Post.</p> <p>b. The notification of Award/LOI/LOA along with Tender Document (with Corrigendum issued by RECPDCL, if any) will constitute the formation of the Contract and shall be binding on the successful bidder.</p>
21.	Manner of Execution of Contract	<p>i. RECPDCL, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor in line with terms &amp; conditions of the tender documents.</p> <p>ii. The Agreement, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of Award, at the office of RECPDCL on a date and time to be mutually agreed. The Contractor 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.</p> <p>iii. The Agreement will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by REC.</p>
22.	Performance Security/Bank Guarantee	<p>The selected Bidder shall furnish Performance Bank Guarantee to RECPDCL in the format of Annexure-K as per the following:</p> <p>a. 10% of the total contract value with validity of Contract period plus 3 months' period.</p> <p>b. EMD of the selected bidder will be retained till the PBG is submitted. No payment will be released without submission of PBG. Till the time of submission of the PBG, the EMD will work as the PBG and will be refunded only after submission of the PBG.</p>

Clause	Heading	Description/ Details
		<p>Non-submission of PBG may lead to termination of contract and getting the work done at bidder's risk and cost including forfeiture of EMD.</p> <p>c. RECPDCL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract.</p> <p>d. The PBG shall be in the form of a Bank Guarantee from a Scheduled Commercial Bank having its branch in India in favor of RECPDCL.</p>
23.	Project Timelines	The engagement would be for a period of 24 months, with the possibility of extension maximum up to another 24 months on an annual basis at an escalation of 8% per annum on the final financial offer for each year, based on mutual agreement between RECPDCL and consultant.
24.	Payment Terms	Payment would be made based on a monthly basis by splitting the final price for 24 months into 24 equal monthly installments. The fee would be payable on submission of the monthly progress report and a self-certified attendance report.
25.	Penalty and foreclosure	<p>a. <i>Absence of resources</i>: If the full-time resources deployed are lesser than the prescribed requirement or are absent for a period of more than one week without prior approval from RECPDCL, a penalty would be levied at 150% times the monthly rate for the particular resource on pro-rata basis for the days of absence.</p> <p>b. <i>Mid-course review</i>: The manpower deployed by the agency shall be reviewed by RECPDCL from time to time. In case the qualification and experience of the manpower deviates from the requirement / structure stipulated under scope of work, a penalty would be levied at 150% times the monthly rate for the particular resource on pro-rata basis for the days of deviation, as decided by RECPDCL.</p> <p>c. <i>Foreclosure</i>: A quarterly review meeting would be conducted to evaluate the performance of the consultant. In case the performance of the consultant is not found to be satisfactory, then the contract may be terminated.</p>
26.	Arbitration	If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to arrive at amicable resolution and settlement through a committee appointed by Chairman, RECPDCL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECPDCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to

Clause	Heading	Description/ Details
		time. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.
27.	Corrupt or Fraudulent Practices	<p>a) Bidders shall observe the highest standard of ethics during the procurement and execution of the contract.</p> <p>b) RECPDCL will reject a proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the work in question.</p> <p>c) RECPDCL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a work if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the work.</p>
28.	Intellectual Property Rights	<p>“Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.</p> <p>A. Copyright</p> <p>A.1 The Intellectual Property Rights in the base products and Standard Materials shall remain vested in the owner of such rights. The purchaser will be granted non-exclusive and paid up license to use the base products and standard materials including modifications thereto for the purposes agreed herein. For any modification or bespoke development made to the software, the IPR shall belong to RECPDCL.</p> <p>A.2 The RECPDCL’s Contractual rights to use the base product may not be assigned, licensed, or otherwise transferred except in accordance with the relevant license.</p> <p>A.3 All rights including the Intellectual Property Rights subsisting in</p>

Clause	Heading	Description/ Details
		<p>any material including any tools, utilities or methodologies belonging to the bidder and used to perform the obligations under this Agreement shall remain vested in the bidder (the bidder Properties) and any additional or new inventions made in the course of performance of services shall belong to the RECPDCL.</p> <p><b>B. Confidential Information</b></p> <p>B.1 The RECPDCL and the bidder shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”), that has been marked “Confidential” – (“Confidential Information”) and</p> <p>(a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or</p> <p>(b) where the bidder is the Receiving Party, information generated by the bidder in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the RECPDCL or the RECPDCL’s use of the System, whether such information has been furnished or generated prior to, during, or following termination of the Contract (“Confidential Information”).</p> <p>B.2 Notwithstanding the above the RECPDCL may furnish Confidential Information of the bidder:</p> <p>(a) to its support service suppliers to the extent reasonably required for them to perform their work under their support service Contracts; and</p> <p>(b) to its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this Clause as if that person were party to the Contract in place of the Receiving Party;</p> <p>B.3 RECPDCL shall not, without the bidder’s prior written consent, use any Confidential Information received from the bidder for any purpose other than the operation, maintenance and further development of the System. Similarly, the bidder shall not, without the RECPDCL’s prior written consent, use any Confidential Information received from the RECPDCL for any purpose other than those that are required for the performance of the Contract and in case of breach of any condition, the receiving party shall be liable for any</p>



Clause	Heading	Description/ Details
		<p>breach of confidentiality obligations by the receiving party</p> <p>B.4 The obligation of a party under Clauses B.1, B.2, and B.3 above, however, shall not apply to that information which:</p> <p>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</p> <p>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</p> <p>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;</p> <p>(d) independently developed by the Receiving Party without the use of that Information and without the participation of individuals who have had access to that Information;</p> <p>(e) Required to be provided under any law, or process of law duly executed.</p> <p>B.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> <p>B.6 These confidentially restrictions shall be for the tenure of the contract plus for a period of 2 years thereafter</p>
29.	Non-Disclosure	The selected bidder shall not, without RECPDCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECPDCL or get access to in connection therewith, to any person other than a person employed by the Bidder in 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. Bidder has to sign a Non-Disclosure agreement with RECPDCL.
30.	Jurisdiction	The court of Delhi will have exclusive jurisdiction to entertain the disputes between parties.
31.	Force Majeure	In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely RECPDCL and the Contractor.

Clause	Heading	Description/ Details
		<p>Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than (two) months, RECPDCL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.</p> <p>Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.</p> <p>However, Bidder shall be entitled to receive payments for all services rendered by it under this Agreement and accepted by RECPDCL</p>
32.	Termination	RECPDCL may at any time terminate/ cancel the contract, if the bidder is unable to provide the services as per the scope of work. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the tender document and after alternate arrangement to complete the work has been made at the selected bidder's cost and risk. The selected bidder will give at least three months' notice prior to discontinuing the service.
33.	MOA (Memorandum of Agreement)	Successful bidder has to sign into MOA, if required, as per discretion of RECPDCL
34.	ISMS, National Cyber Security Policy, Prevailing laws of Land	Successful bidder has to ensure and comply with RECPDCLISMS (ISO 27001:2013), National Cyber Security Policy requirements for the entire scope of work including all software and hardware at RECPDCL. Bidder/Successful bidder has to ensure and comply with Prevailing laws of Land during entire period of tender/contract respectively. RECPDCL to bear all expenses for any requirement outside the scope of work specified in this Tender.
35.	RECPDCL's Right to Accept any Bid and Right to Reject any or All Bids	RECPDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of work, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for RECPDCL's action
36.	Miscellaneous	<p>a) Sh. Bhupender Gupta, Addl. CEO, RECPDCL will be the Project-in-charge and empowered to accept/reject any irregularity (if any) at the discretion of RECPDCL.</p> <p>b) It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the</p>



Clause	Heading	Description/ Details
		<p>performance of the work and its cost.</p> <p>c) Whilst the individual proposal shall be treated in commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of RECPDCL. By responding to this tender, potential suppliers agree to their proposals being examined by this group.</p> <p>d) RECPDCL is a government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors should be aware of the status and environment of RECPDCL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.</p> <p>e) The bidder's performance capability and history, overall organization and a proven ability to secure any similar work order(s) to specification, together with the contents of the proposal, benchmarking of systems, presentations and site visits will be essential elements in the evaluation process, and in the award of the contract.</p> <p>f) The selected bidder shall not, without RECPDCL's prior written consent, disclose the purchase/ work order, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECPDCL in connection therewith, to any person other than a person employed by the bidder in the Performance of the purchase/ work order. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>g) If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, the RECPDCL reserves the right to accomplish the work through other sources and EMD / Performance Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.</p> <p>h) Printed terms and conditions of the bidder 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, he/she should clearly specify deviation in its bid.</p> <p>i) The selected bidder automatically agrees with RECPDCL for honoring all aspects of fair trade practices in executing the purchase/ work orders placed by RECPDCL</p> <p>j) If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to</p>

Clause	Heading	Description/ Details
		<p>RECPDCL and the obligations with RECPDCL taken by the selected bidder with respect to the product with the old name shall be passed on to the product so renamed.</p> <p>k) The bidders are advised to obtain digital signature (Level 3) and register themselves at <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a> in advance. Please note that RECPDCL in no way held responsible if the bidder fails to apply due to non-possession of Digital Signature &amp; nonregistration. The website (<a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a>) and their associated company / organization generally takes 2-3 days to issue Digital signatures after payment of requisite fee and furnishing of required documents. However, the bidders are free to obtain / use digital signature (Level 3) issued by any of the CA approved by CCA, Government of India at their own risk and cost.</p>

## **CHAPTER – V**

### **(ANNEXURES)**

**Annexure-A**

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

Signature of Authorised Signatory of Bidder  
Official Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**Annexure-B**

**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

Sh. Bhupender Gupta  
Addl. Chief Executive Officer  
REC Power Distribution Company Ltd  
4<sup>th</sup> Floor, KRIBHCO Bhawan, A-10, Sector-1,  
Noida (U.P.)-201301

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 Performance Bank Guarantee (PBG), 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. The EMD will be retained by RECPDCL until PBG is submitted.

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 **Part 1 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 and terms and conditions is attached.

Dated \_\_\_\_ day of \_\_\_\_\_ 2020

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:

**Annexure-C****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 as per the risk purchase clause mentioned in this tender.

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

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

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal



**Annexure-D**

**Pre-Qualification Criteria Compliance Form**

**(BOTH - ONLINE and HARD COPY)**

Signature of Authorized Signatory

Name of the Signatory

Date

Place

Company Name

Company Seal

**Annexure-E**

**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 Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in India.

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

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

**Annexure-F**

**APPROCH & METHODOLOGY**

**CONSULTING FIRM'S NAME:**

**APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT:**

**Annexure-G**

**COMPOSITION OF THE TEAM**

Sl. No.	Role	Name	Firm	Qualification	Experience (Years)	Relevant experience areas
1.	<b>Project Director</b>					
2.	<b>Project Manager</b>					
3.	<b>Power Distribution Expert</b>					
4.	<b>Renewable Energy Expert</b>					
5.	<b>AMI Expert</b>					

**Annexure-H**

**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 :

**Annexure-I**

**PART 2 – FINANCIAL BID**  
**(ONLINE ONLY)**

**FIRM HAS TO SUBMIT ITS FINANCIAL BID AS PER FOLLOWING FORMAT**

**Name of Bidding entity:** \_\_\_\_\_

<b>Sl. No.</b>	<b>Position</b>	<b>Total Man-months for contract period</b>	<b>Man-month Rate (in INR exclusive of GST)</b>	<b>GST percentage</b>	<b>GST component (in INR)</b>	<b>Total Man-month Rate (in INR inclusive of GST)</b>	<b>Total fee for contract period (in INR inclusive of GST)</b>
1.	<b>Project Director</b>	3.2					
2.	<b>Project Manager</b>	6.4					
3.	<b>Power Distribution Expert</b>	24.0					
4.	<b>Renewable Energy Expert</b>	24.0					
5.	<b>AMI Expert</b>	24.0					
6.	<b>TOTAL</b>						

**Annexure-J**

**BID BANK GUARANTEE (EARNEST MONEY DEPOSIT) FORMAT**

This deed of Guarantee made this ..... day of ..... 2020 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 Distribution Company Ltd., registered under the Companies Act,  
1956, having its office at 4<sup>th</sup> Floor, KRIBHCO Bhawan, A10, Sector-1, Noida (U.P.)-201301 (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 providing 'Portfolio and  
program management support' to RECPDCL 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 writhing 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.

NOTWITHSTADING 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.**

**Annexure-K**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

**M/s REC Ltd.,  
Core 4, SCOPE Complex,  
7, Lodhi Road,  
New Delhi – 110003 (INDIA)**

(With due stamp duty as applicable)

**OUR LETTER OF GUARANTEE No.:**

In consideration of REC Ltd., having its office at

\_\_\_\_\_ (hereinafter referred to as “RECPDCL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as “the 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 to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and RECPDCL having agreed that the Contractor shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten 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

**Annexure-L**

**PRE-CONTRACT INTEGRITY PACT**

**A. GENERAL**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20... , between, on one hand, the Rural electrification Corporation Ltd. Acting through Shri....., Designation of the officer, (hereinafter called the "RECPDCL", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ (hereinafter called the "BIDDER/SELLER", 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 is willing to offer/has offered the said "Items and Services".

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

NOW, THEREFORE,

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

Enabling the RECPDCL to obtain the desired "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 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, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The RECPDCL will, during the pre-contract stage, treat all BIDDER alike, and will provide to all BIDDER the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 1.3. All the officials of the RECPDCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the RECPDCL with the full and verifiable facts and the same is prima facie found to be correct by the RECPDCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the RECPDCL and such a person shall Be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the RECPDCL, the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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 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 of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3. The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5. The BIDDER further confirms and declares to the RECPDCL that he BIDDER is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the RECPDCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the RECPDCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RECPDCL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the RECPDCL, or alternatively, if any relatives of an officer of the RECPDCL had financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the RECPDCL.

#### 4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit): While submitting commercial bid, the BIDDER has deposit Earnest Money/Security, Deposit, to RECPDCL as required in terms of tender conditions stated herein.

#### 6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the RECPDCL to take all or any one of the following actions, wherever required:-
  - 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the RECPDCL and the RECPDCL shall not be required to assign any reason therefore.
  - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 6.1.4. To recover all sums already paid by the RECPDCL, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in

case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the RECPDCL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest

- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the RECPDCL, along with interest.
- 6.1.6. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the RECPDCL resulting from such cancellation/rescission and the RECPDCL/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Government of India RECPDCL/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the RECPDCL.
- 6.1.8. To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or 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, the same shall not be opened.
- 6.1.10. Forfeiture of performance Bond in case of a decision by the RECPDCL to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.
- 6.2. The RECPDCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the RECPDCL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

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

## 8. Independent Monitors

- 8.1. 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).
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.



- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the RECPDCL.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the RECPDCL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality.
- 8.7. The BUIYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of RECPDCL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the RECPDCL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. Facilitation of Investigation

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

## 10. Law and Place of Jurisdiction

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

## 11. Other Legal Actions

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

## 12. Validity

- 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the RECPDCL and the BIDDER/SELLER, whichever is later. In case BIDDER/SELLER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

RECPDCL

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt/MINISTRY/PSU

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

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

**Annexure-M**

**Bidder Help Manual for E-Bidding**

**HELP LINE TO VENDORS**

**Contact Persons:**

**E – Tenderwizard:**

Landline:-

1. Help desk No - 011-49424365, [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com)
2. Sh. Amrish -8799753401, [twhelpdesk934@gmail.com](mailto:twhelpdesk934@gmail.com)
3. Sh. Krishna – 8800900127, [twhelpdesk551@gmail.com](mailto:twhelpdesk551@gmail.com)

**Step 1: Registration Process**

**Website address:** [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)

Click on “**Tender Free View**” 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 TenderWizard to enable your User ID. Mail Registration acknowledgement to helpdesk email [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com).

After this, vendor can key in their User Id and Password and get successful entry in to the application. It will take 24 working hours to activate the account.

**STEP 2: Participation**

**Vendor should login with his USER ID and PASSWORD**

After Successful entry into the application click on hyperlink “**UnApplied**” to see the tender. 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”**. Submit your bids.

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

You will get excel file **“Price Schedule 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 Yellow 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:

**Price Schedule 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 Document Library, 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**

## **Section 1.02**

### **Section 1.03 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) Price Schedule Sheet or price bid**

**B) EMD details**

- i) Once you fill the above documents only then you will be 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. RECPDCL is not responsible for tender's not submitted properly. Vendors are requested to undergo training and get their doubts clarified well in advance.

If any queries please contact RECPDCL Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.